

AN ACT

To amend sections 141.16, 1301.101, 1301.102, 1301.103, 1301.104, 1301.105, 1301.106, 1301.201, 1301.204, 1301.205, 1301.206, 1301.301, 1301.302, 1301.304, 1301.305, 1301.306, 1302.01, 1302.02, 1302.04, 1302.05, 1302.06, 1302.08, 1302.12, 1303.01, 1303.03, 1303.41, 1303.69, 1304.51, 1304.56, 1304.57, 1304.58, 1304.62, 1304.63, 1304.65, 1304.66, 1304.72, 1305.03, 1305.15, 1307.102, 1307.106, 1308.01, 1308.02, 1308.05, 1308.17, 1308.24, 1309.102, 1309.104, 1309.105, 1309.203, 1309.204, 1309.207, 1309.208, 1309.209, 1309.210, 1309.301, 1309.304, 1309.305, 1309.310, 1309.312, 1309.313, 1309.314, 1309.316, 1309.317, 1309.323, 1309.324, 1309.330, 1309.331, 1309.332, 1309.334, 1309.341, 1309.404, 1309.406, 1309.408, 1309.509, 1309.513, 1309.601, 1309.605, 1309.608, 1309.611, 1309.613, 1309.614, 1309.615, 1309.616, 1309.619, 1309.620, 1309.621, 1309.624, 1309.628, 1310.01, 1310.02, 1310.05, 1310.08, 1310.09, 1310.10, 1310.12, 1310.15, and 1311.55 and to enact sections 1309.111, 1309.112, 1309.113, 1309.343, 1309.344, 1309.345, 1309.346, 1314.101, 1314.102, 1314.103, 1314.104, 1314.105, 1314.106, 1314.107, 1316.101, 1316.102, 1316.201, 1316.301, 1316.302, 1316.303, 1316.304, 1316.305, and 1316.306 of the Revised Code to make changes to the Ohio Uniform Commercial Code and to make changes regarding billing for reimbursement of pay for retired judges serving as active judges.

Be it enacted by the General Assembly of the State of Ohio:

SECTION 1. That sections 141.16, 1301.101, 1301.102, 1301.103, 1301.104, 1301.105, 1301.106, 1301.201, 1301.204, 1301.205, 1301.206, 1301.301, 1301.302, 1301.304, 1301.305, 1301.306, 1302.01, 1302.02, 1302.04, 1302.05, 1302.06, 1302.08, 1302.12, 1303.01, 1303.03, 1303.41, 1303.69, 1304.51, 1304.56, 1304.57, 1304.58, 1304.62, 1304.63, 1304.65, 1304.66, 1304.72, 1305.03, 1305.15, 1307.102, 1307.106, 1308.01, 1308.02, 1308.05, 1308.17, 1308.24, 1309.102, 1309.104, 1309.105, 1309.203, 1309.204, 1309.207, 1309.208, 1309.209, 1309.210, 1309.301, 1309.304, 1309.305, 1309.310, 1309.312, 1309.313, 1309.314, 1309.316, 1309.317, 1309.323, 1309.324, 1309.330, 1309.331, 1309.332, 1309.334, 1309.341, 1309.404, 1309.406, 1309.408, 1309.509, 1309.513, 1309.601, 1309.605, 1309.608, 1309.611, 1309.613, 1309.614, 1309.615, 1309.616, 1309.619, 1309.620, 1309.621, 1309.624, 1309.628, 1310.01, 1310.02, 1310.05, 1310.08, 1310.09, 1310.10, 1310.12, 1310.15, and 1311.55 be amended and sections

1309.111, 1309.112, 1309.113, 1309.343, 1309.344, 1309.345, 1309.346, 1314.101, 1314.102, 1314.103, 1314.104, 1314.105, 1314.106, 1314.107, 1316.101, 1316.102, 1316.201, 1316.301, 1316.302, 1316.303, 1316.304, 1316.305, and 1316.306 of the Revised Code be enacted to read as follows:

Sec. 141.16. (A) Any voluntarily retired judge, or any judge who is retired under Section 6 of Article IV, Ohio Constitution, may be assigned with the judge's consent, by the chief justice or acting chief justice of the supreme court, to active duty as a judge. While so serving, the judge shall be paid, from money appropriated for this purpose, the established compensation for such office, computed on a per diem basis, in addition to any retirement benefits to which the judge may be entitled.

(B) Annually, on the first day of August, the administrative director of the supreme court shall issue a billing to the ~~county treasurer~~ administrative judge of any county ~~the court~~ to which such a judge is assigned for reimbursement of the county's portion of the compensation previously paid by the state for the twelve-month period preceding the last day of June. The county's portion of the compensation shall be that part of each per diem paid by the state which is proportional to the county's share of the total compensation of a resident judge of such court. The ~~county treasurer~~ appropriate funding authority shall forward the payment within thirty days.

(C) A retired assigned judge is eligible to receive a retired assigned judge payment if the retired assigned judge completes not less than one hundred hours of service in the preceding quarter as assigned by the chief justice or acting chief justice. The payment shall be seven hundred fifty dollars per quarter and shall be paid from money appropriated for this purpose. The payment is subject to any and all applicable taxes under local, state, and federal law.

The payment shall be paid within thirty days after the end of the quarter in which the one hundred hours is served.

(D) Division (C) of this section does not affect any right of a retired assigned judge to receive any allowance, annuity, pension, or other benefit vested pursuant to Chapter 145. of the Revised Code or other eligible retirement system pursuant to Ohio law.

(E) As used in this section:

(1) "Retired assigned judge" is a judge that is described in division (A) of this section.

(2) "Quarter" is the preceding three-month period ending on the last day of the month of March, June, September, or December of each year.

Sec. 1301.101. Short titles [UCC 1-101]

(A) Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code may be cited as the Uniform Commercial Code.

(B) Sections 1301.101 to 1301.310 of the Revised Code may be cited as Uniform Commercial Code – General Provisions.

(C) This chapter uses the numbering system of the national conference of commissioners on uniform state laws. The digits to the right of the decimal point are sequential and not supplemental to

any preceding Revised Code section.

Sec. 1301.102. Scope of Chapter 1301. [UCC 1-102]

Sections 1301.101 to 1301.310 of the Revised Code apply to a transaction to the extent that it is governed by Chapter 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310.~~ or 1314. of the Revised Code.

Sec. 1301.103. Construction of Uniform Commercial Code to promote its purposes and policies; applicability of supplemental principles of law [UCC 1-103]

(A) Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code must be liberally construed and applied to promote their underlying purposes and policies, which are:

(1) To simplify, clarify, and modernize the law governing commercial transactions;

(2) To permit the continued expansion of commercial practices through custom, usage, and agreement of the parties; and

(3) To make uniform the law among the various jurisdictions.

(B) Unless displaced by the particular provisions of Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, and other validating or invalidating cause supplement their provisions.

Sec. 1301.104. Construction against implied repeal [UCC 1-104]

Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code being a general act intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent legislation if such construction can reasonably be avoided.

Sec. 1301.105. Severability [UCC 1-105]

If any provision or clause of Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310.~~ or 1314. of the Revised Code or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310.~~ or 1314. of the Revised Code which can be given effect without the invalid provision or application, and to this end the provisions of Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310.~~ or 1314. of the Revised Code are severable.

Sec. 1301.106. Use of singular and plural; gender [UCC 1-106]

In Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code, unless the statutory context otherwise requires:

(A) Words in the singular number include the plural, and those in the plural include the singular; and

(B) Words of any gender also refer to any other gender.

Sec. 1301.201. General definitions [UCC 1-201]

(A) Unless the context otherwise requires, words or phrases defined in this section, or in the additional definitions contained in Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or~~ 1310., or 1314. of the Revised Code, that apply to particular chapters or sections therein, have the meanings stated.

(B) Subject to definitions contained in Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or~~ 1310., or 1314. of the Revised Code, that apply to particular chapters or sections therein:

(1) "Action", in the sense of a judicial proceeding, includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined.

(2) "Aggrieved party" means a party entitled to pursue a remedy.

(3) "Agreement", as distinguished from "contract", means the bargain of the parties in fact, as found in their language or inferred from other circumstances, including course of performance, course of dealing, or usage of trade as provided in section 1301.303 of the Revised Code.

(4) "Bank" means a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company.

(5) "Bearer" means a person in control of a negotiable electronic document of title or a person in possession of a negotiable instrument, negotiable tangible document of title, or certificated security that is payable to bearer or indorsed in blank.

(6) "Bill of lading" means a document of title evidencing the receipt of goods for shipment issued by a person engaged in the business of directly or indirectly transporting or forwarding goods. The term does not include a warehouse receipt.

(7) "Branch" includes a separately incorporated foreign branch of a bank.

(8) "Burden of establishing" a fact means the burden of persuading the trier of fact that the existence of the fact is more probable than its nonexistence.

(9) "Buyer in ordinary course of business" means a person that buys goods in good faith, without knowledge that the sale violates the rights of another person in the goods, and in the ordinary course from a person, other than a pawnbroker, in the business of selling goods of that kind. A person buys goods in the ordinary course if the sale to the person comports with the usual or customary practices in the kind of business in which the seller is engaged or with the seller's own usual or customary practices. A person that sells oil, gas, or other minerals at the wellhead or minehead is a person in the business of selling goods of that kind. A buyer in ordinary course of business may buy for cash, by exchange of other property, or on secured or unsecured credit, and may acquire goods or documents of title under a preexisting contract for sale. Only a buyer that takes possession of the goods or has a right to recover the goods from the seller under Chapter 1302. of the Revised Code may be a buyer in ordinary course of business. "Buyer in ordinary course of business" does not include a person that acquires goods in a transfer in bulk or as security for or in total or partial satisfaction of a money debt.

(10) "Conspicuous", with reference to a term, means so written, displayed, or presented that,

based on the totality of the circumstances, a reasonable person against which it is to operate ought to have noticed it. Whether a term is "conspicuous" or not is for decision by the court. ~~Conspicuous terms include the following:~~

~~(a) A heading in capitals equal to or greater in size than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same or lesser size; and~~

~~(b) Language in the body of a record or display in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from surrounding text of the same size by symbols or other marks that call attention to the language.~~

(11) "Consumer" means an individual who enters into a transaction primarily for personal, family, or household purposes.

(12) "Contract", as distinguished from "agreement", means the total legal obligation that results from the parties' agreement as determined by Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code as supplemented by any other applicable laws.

(13) "Creditor" includes a general creditor, a secured creditor, a lien creditor, and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in equity, and an executor or administrator of an insolvent debtor's or assignor's estate.

(14) "Defendant" includes a person in the position of defendant in a counterclaim, cross-claim, or third-party claim.

(15) "Delivery" with respect to an electronic document of title, means voluntary transfer of control and, with respect to an instrument, a tangible document of title, or an authoritative tangible copy of a record evidencing chattel paper, means voluntary transfer of possession.

(16) "Document of title" means a record (i) that in the regular course of business or financing is treated as adequately evidencing that the person in possession or control of the record is entitled to receive, control, hold, and dispose of the record and the goods the record covers and (ii) that purports to be issued by or addressed to a bailee and to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass. The term includes a bill of lading, transport document, dock warrant, dock receipt, warehouse receipt, and order for delivery of goods. An electronic document of title means a document of title evidenced by a record consisting of information stored in an electronic medium. A tangible document of title means a document of title evidenced by a record consisting of information that is inscribed on a tangible medium.

(a) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(17) "Fault" means a default, breach, or wrongful act or omission.

(18) "Fungible goods" means:

(a) Goods of which any unit, by nature or usage of trade, is the equivalent of any other like unit; or

(b) Goods that by agreement are treated as equivalent.

(19) "Genuine" means free of forgery or counterfeiting.

(20) "Good faith," except as otherwise provided in Chapter 1305. of the Revised Code, means honesty in fact and the observance of reasonable commercial standards of fair dealing.

(21) "Holder" means:

(a) The person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession;

(b) The person in possession of a negotiable tangible document of title if the goods are deliverable either to bearer or to the order of the person in possession; or

(c) The person in control, other than pursuant to division (G) of section 1307.106 of the Revised Code, of a negotiable electronic document of title.

(22) "Insolvency proceeding" includes an assignment for the benefit of creditors or other proceeding intended to liquidate or rehabilitate the estate of the person involved.

(23) "Insolvent" means:

(a) Having generally ceased to pay debts in the ordinary course of business other than as a result of a bona fide dispute;

(b) Being unable to pay debts as they become due; or

(c) Being insolvent within the meaning of federal bankruptcy law.

(24) "Money" means a medium of exchange that is currently authorized or adopted by a domestic or foreign government. The term includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more countries. The term does not include an electronic record that is a medium of exchange recorded and transferable in a system that existed and operated for the medium of exchange before the medium of exchange was authorized or adopted by the government.

(25) "Organization" means a person other than an individual.

(26) "Party", as distinguished from "third party", means a person that has engaged in a transaction or made an agreement subject to Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code.

(27) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, ~~public corporation,~~ or any other legal or commercial entity. The term includes a protected series, however denominated, of an entity if the protected series is established under law other than Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., 1310., and 1314. of the Revised Code, that limits, or limits if conditions specified under the law are satisfied, the ability of a creditor of the entity or of any other protected series of the entity to satisfy a claim from assets of the protected series.

(28) "Present value" means the amount as of a date certain of one or more sums payable in the future, discounted to the date certain by use of either an interest rate specified by the parties if that rate is not manifestly unreasonable at the time the transaction is entered into or, if an interest

rate is not so specified, a commercially reasonable rate that takes into account the facts and circumstances at the time the transaction is entered into.

(29) "Purchase" means taking by sale, lease, discount, negotiation, mortgage, pledge, lien, security interest, issue or reissue, gift, or any other voluntary transaction creating an interest in property.

(30) "Purchaser" means a person that takes by purchase.

(31) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(32) "Remedy" means any remedial right to which an aggrieved party is entitled with or without resort to a tribunal.

(33) "Representative" means a person empowered to act for another, including an agent, an officer of a corporation or association, and a trustee, executor, or administrator of an estate.

(34) "Right" includes remedy.

(35) "Security interest" means an interest in personal property or fixtures which secures payment or performance of an obligation. "Security interest" includes any interest of a consignor and a buyer of accounts, chattel paper, a payment intangible, or a promissory note in a transaction that is subject to Chapter 1309. of the Revised Code. "Security interest" does not include the special property interest of a buyer of goods on identification of those goods to a contract for sale under section 1302.42 of the Revised Code, but a buyer may also acquire a "security interest" by complying with Chapter 1309. of the Revised Code. Except as otherwise provided in section 1302.49 of the Revised Code, the right of a seller or lessor of goods under Chapter 1302. or 1310. of the Revised Code to retain or acquire possession of the goods is not a "security interest", but a seller or lessor may also acquire a "security interest" by complying with Chapter 1309. of the Revised Code. The retention or reservation of title by a seller of goods notwithstanding shipment or delivery to the buyer under section 1302.42 of the Revised Code is limited in effect to a reservation of a "security interest." Whether a transaction in the form of a lease creates a "security interest" is determined pursuant to section 1301.203 of the Revised Code.

(36) "Send" in connection with any ~~writing, record, or notice~~ notification means:

(a) To deposit in the mail ~~or~~ deliver for transmission, or transmit by any other usual means of communication with postage or cost of transmission provided for, and properly addressed and, in the case of an instrument, to an address specified thereon or otherwise agreed, or if there be none addressed to any address reasonable under the circumstances; or

(b) ~~In any other way to cause to be received any record or notice within the time it would have arrived if properly sent~~ To cause the record or notification to be received within the time it would have been received if properly sent under division (B)(36)(a) of this section.

(37) ~~"Signed" includes using any symbol executed or adopted with present intention to adopt or accept a writing~~ "Sign," "signing," and "signature" mean, with present intent to authenticate or adopt a record, to do either of the following:

(a) Execute or adopt a tangible symbol;

(b) Attach to or logically associate with the record an electronic symbol, sound, or process.

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

(39) "Surety" includes a guarantor or any other secondary obligor.

(40) "Term" means a portion of an agreement that relates to a particular matter.

(41) "Unauthorized signature" means a signature made without actual, implied, or apparent authority. The term includes a forgery.

(42) "Warehouse receipt" means a document of title issued by a person engaged in the business of storing goods for hire.

(43) "Writing" includes printing, typewriting, or any other intentional reduction to tangible form. "Written" has a corresponding meaning.

Sec. 1301.204. Value [UCC 1-204]

Except as otherwise provided in Chapters 1303., 1304., ~~and 1305.~~ and 1314. of the Revised Code, a person gives value for rights if the person acquires them:

(A) In return for a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection;

(B) As security for, or in total or partial satisfaction of, a preexisting claim;

(C) By accepting delivery under a preexisting contract for purchase; or

(D) In return for any consideration sufficient to support a simple contract.

Sec. 1301.205. Reasonable time; Seasonableness [UCC 1-205]

(A) Whether a time for taking an action required by Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code is reasonable depends on the nature, purpose, and circumstances of the action.

(B) An action is taken seasonably if it is taken at or within the time agreed or, if no time is agreed, at or within a reasonable time.

Sec. 1301.206. Presumptions [UCC 1-206]

Whenever Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310.~~ or 1314. of the Revised Code creates a "presumption" with respect to a fact, or provides that a fact is "presumed," the trier of fact must find the existence of the fact unless and until evidence is introduced that supports a finding of its nonexistence.

Sec. 1301.301. Territorial applicability; parties' power to choose applicable law [UCC 1-301]

(A) Except as otherwise provided in this section, when a transaction bears a reasonable relation to this state and also to another state or nation the parties may agree that the law either of this state or of such other state or nation shall govern their rights and duties.

(B) In the absence of an agreement effective under division (A) of this section, and except as provided in division (C) of this section, Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code apply to transactions bearing an appropriate relation to this state.

(C) If one of the following provisions of Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code specifies the applicable law, that provision governs and a contrary agreement is effective only to the extent permitted by the law so specified:

- (1) Section 1302.43 of the Revised Code;
- (2) Sections 1310.03 and 1310.04 of the Revised Code;
- (3) Section 1304.02 of the Revised Code;
- (4) Section 1304.85 of the Revised Code;
- (5) Section 1305.15 of the Revised Code;
- (6) Section 1308.05 of the Revised Code;
- (7) Sections 1309.301 to 1309.307 of the Revised Code;
- (8) Section 1314.107 of the Revised Code.

Sec. 1301.302. Variation by agreement [UCC 1-302]

(A) Except as otherwise provided in division (B) of this section or elsewhere in Chapter 1301., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310., or 1314.~~ of the Revised Code, the effect of provisions of Chapters 1301., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code may be varied by agreement.

(B) The obligations of good faith, diligence, reasonableness, and care prescribed by Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310., or 1314.~~ of the Revised Code may not be disclaimed by agreement. The parties, by agreement, may determine the standards by which the performance of those obligations is to be measured if those standards are not manifestly unreasonable. Whenever Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310., or 1314.~~ of the Revised Code requires an action to be taken within a reasonable time, a time that is not manifestly unreasonable may be fixed by agreement.

(C) The presence in certain provisions of Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~or 1310., or 1314.~~ of the Revised Code of the phrase "unless otherwise agreed", or words of similar import, does not imply that the effect of other provisions may not be varied by agreement under this section.

Sec. 1301.304. Obligation of good faith [UCC 1-304]

Every contract or duty within Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code imposes an obligation of good faith in its performance and enforcement.

Sec. 1301.305. Remedies to be liberally administered [UCC 1-305]

(A) The remedies provided by Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310., and 1314.~~ of the Revised Code must be liberally administered to the end that the

aggrieved party may be put in as good a position as if the other party had fully performed but neither consequential or special damages nor penal damages may be had except as specifically provided in those chapters or by other rule of law.

(B) Any right or obligation declared by Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., ~~and 1310.~~ and 1314. of the Revised Code is enforceable by action unless the provision declaring it specifies a different and limited effect.

Sec. 1301.306. Waiver or renunciation of claim or right after breach [UCC 1-306]

A claim or right arising out of an alleged breach may be discharged in whole or in part without consideration by agreement of the aggrieved party in ~~an authenticated~~ a signed record.

Sec. 1302.01. Definitions [UCC 2-103 to 2-106]

(A) As used in sections 1302.01 to 1302.98 of the Revised Code, unless the context otherwise requires:

(1) "Buyer" means a person who buys or contracts to buy goods.

(2) "Good faith" has the same meaning as in section 1301.201 of the Revised Code.

(3) "Receipt" of goods means taking physical possession of them.

(4) "Seller" means a person who sells or contracts to sell goods.

(5) "Merchant" means a person who deals in goods of the kind or otherwise by the person's occupation holds the person out as having knowledge or skill peculiar to the practices or goods involved in the transaction or to whom such knowledge or skill may be attributed by the person's employment of an agent or broker or other intermediary who by the agent's, broker's, or other intermediary's occupation holds the person out as having such knowledge or skill.

(6) "Financing agency" means a bank, finance company, or other person who in the ordinary course of business make advances against goods or documents of title or who by arrangement with either the seller or the buyer intervenes in ordinary course to make or collect payment due or claimed under the contract for sale, as by purchasing or paying the seller's draft or making advances against it or by merely taking it for collection whether or not documents of title accompany or are associated with the draft. "Financing agency" includes also a bank or other person who similarly intervenes between persons who are in the position of seller and buyer in respect to the goods under section 1302.81 of the Revised Code.

(7) "Between merchants" means in any transaction with respect to which both parties are chargeable with the knowledge or skill of merchants.

(8) "Goods" means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale other than the money in which the price is to be paid, investment securities, and things in action. "Goods" also includes the unborn young of animals and growing crops and other identified things attached to realty as described in section 1302.03 of the Revised Code.

Goods must be both existing and identified before any interest in them can pass. Goods which are not both existing and identified are "Future" goods. A purported present sale of future

goods or of any interest therein operates as a contract to sell.

There may be a sale of a part interest in existing identified goods.

An undivided share in an identified bulk of fungible goods is sufficiently identified to be sold although the quantity of the bulk is not determined. Any agreed proportion of such a bulk or any quantity thereof agreed upon by number, weight, or other measure may to the extent of the seller's interest in the bulk be sold to the buyer who then becomes an owner in common.

(9) "Lot" means a parcel or a single article which is the subject matter of a separate sale or delivery, whether or not it is sufficient to perform the contract.

(10) "Commercial unit" means such a unit of goods as by commercial usage is a single whole for purposes of sale and division of which materially impairs its character or value on the market or in use. A commercial unit may be a single article (as a machine) or a set of articles (as a suite of furniture or an assortment of sizes) or a quantity (as a bale, gross, or carload) or any other unit treated in use or in the relevant market as a single whole.

(11) "Contract" and "agreement" are limited to those relating to the present or future sale of goods. "Contract for sale" includes both a present sale of goods and a contract to sell goods at a future time. A "sale" consists in the passing of title from the seller to the buyer for a price. A "present sale" means a sale which is accomplished by the making of the contract.

(12) Goods or conduct including any part of a performance are "conforming" or conform to the contract when they are in accordance with the obligations under the contract.

(13) "Termination" occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

(14) "Cancellation" occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of "termination" except that the cancelling party also retains any remedy for breach of the whole contract or any unperformed balance.

(15) "Hybrid transaction" means a single transaction involving a sale of goods and any of the following:

(a) The provision of services;

(b) A lease of other goods;

(c) A sale, lease, or license of property other than goods.

(B) Other definitions applying to sections 1302.01 to 1302.98 of the Revised Code are:

(1) "Acceptance", as defined in section 1302.64 of the Revised Code;

(2) "Banker's credit", as defined in section 1302.38 of the Revised Code;

(3) "Confirmed credit", as defined in section 1302.38 of the Revised Code;

(4) "Cover", as defined in section 1302.86 of the Revised Code;

(5) "Entrusting", as defined in section 1302.44 of the Revised Code;

(6) "Identification", as defined in section 1302.45 of the Revised Code;

- (7) "Installment contract", as defined in section 1302.70 of the Revised Code;
- (8) "Letter of credit", as defined in section 1302.38 of the Revised Code;
- (9) "Overseas", as defined in section 1302.36 of the Revised Code;
- (10) "Person in position of a seller", as defined in section 1302.81 of the Revised Code;
- (11) "Sale on approval", as defined in section 1302.39 of the Revised Code;
- (12) "Sale or return", as defined in section 1302.39 of the Revised Code.

(C) As used in sections 1302.01 to 1302.98 of the Revised Code, "check" and "draft" have the meaning set forth in section 1303.03 of the Revised Code, "consignee" and "consignor" have the meaning set forth in section 1307.102 of the Revised Code, "consumer goods" has the meaning set forth in section 1309.102 of the Revised Code, "control" has the same meaning as set forth in section 1307.106 of the Revised Code, and "dishonor" has the meaning set forth in section 1303.62 of the Revised Code.

(D) In addition, Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretation applicable throughout this chapter.

Sec. 1302.02. Scope; certain security and other transactions excluded [UCC 2-102]

(A) Unless the context otherwise requires, and except as provided in division (C) of this section, sections 1302.01 to 1302.98; inclusive, of the Revised Code, apply to transactions in goods; they do not apply to any transaction which although in the form of an unconditional contract to sell or present sale is intended to operate only as a security transaction nor do sections 1302.01 to 1302.98, inclusive, of the Revised Code impair or repeal any statute regulating sales to consumers, farmers, or other specified classes of buyers and, in the case of a hybrid transaction, it applies to the extent provided under division (B) of this section.

(B) In a hybrid transaction:

(1) If the sale-of-goods aspects do not predominate, only the provisions of sections 1302.01 to 1302.98 of the Revised Code which relate primarily to the sale-of-goods aspects of the transactions apply, and the provisions that relate primarily to the transaction as a whole do not apply.

(2) If the sale-of-goods aspects predominate, sections 1302.01 to 1302.98 of the Revised Code apply but do not preclude application in the appropriate circumstances of other law to aspects of the transaction which do not relate to the sale of goods.

(C) Sections 1302.01 to 1302.98 of the Revised Code do not:

(1) Apply to a transaction that, even though in the form of an unconditional contract to sell or present sale, operates only to create a security interest;

(2) Impair or repeal a statute regulating sales to consumers, farmers, or other specified classes of buyers.

Sec. 1302.04. Formal requirements; statute of frauds [UCC-2-201]

(A) Except as otherwise provided in this section, a contract for the sale of goods for the price of five hundred dollars or more is not enforceable by way of action or defense unless there is ~~some~~ writing-a record sufficient to indicate that a contract for sale has been made between the parties and

signed by the party against whom enforcement is sought or by ~~his~~the party's authorized agent or broker-. A ~~writing~~record is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this division beyond the quantity of goods shown in ~~such~~writing~~the record~~.

(B) Between merchants if within a reasonable time a ~~writing~~record in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of division (A) of this section against ~~such~~the party unless ~~written~~notice in a record of objection to its contents is given within ten days after it is received.

(C) A contract which does not satisfy the requirements of division (A) of this section but which is valid in other respects is enforceable:

(1) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement; or

(2) if the party against whom enforcement is sought admits in ~~his~~the party's pleading, testimony, or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or

(3) with respect to goods for which payment has been made and accepted or which have been received and accepted in accordance with section 1302.64 of the Revised Code.

Sec. 1302.05. Final expression: parol or extrinsic evidence [UCC 2-202]

Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a ~~writing~~record intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

(A) by course of performance, course of dealing, or usage of trade as provided in section 1301.303 of the Revised Code; and

(B) by evidence of consistent additional terms unless the court finds the ~~writing~~record to have been intended also as a complete and exclusive statement of the terms of the agreement.

Sec. 1302.06. Seals inoperative [UCC 2-203]

The affixing of a seal to a ~~writing~~record evidencing a contract for sale or an offer to buy or sell goods does not constitute the ~~writing~~record a sealed instrument and the law with respect to sealed instruments does not apply to such a contract or offer.

Sec. 1302.08. Firm offers [UCC 2-205]

An offer by a merchant to buy or sell goods in a signed ~~writing~~record which by its terms gives assurance that it will be held open is not revocable, for lack of consideration, during the time stated or if no time is stated for a reasonable time, but in no event may such period of irrevocability exceed three months; but any such term of assurance on a form supplied by the offeree must be separately signed by the offeror.

Sec. 1302.12. Modification, rescission, and waiver [UCC 2-209]

(A) An agreement modifying a contract within sections 1302.01 to 1302.98, ~~inclusive~~, of the Revised Code, needs no consideration to be binding.

(B) A signed agreement which excludes modification or rescission except by a signed writing or other signed record cannot be otherwise modified or rescinded, but except as between merchants such a requirement on a form supplied by the merchant must be separately signed by the other party.

(C) The requirements of section 1302.04 of the Revised Code, must be satisfied if the contract as modified is within its provisions.

(D) Although an attempt at modification or rescission does not satisfy the requirements of division (B) or (C) of this section, it can operate as a waiver.

(E) A party who has made a waiver affecting an executory portion of the contract may retract the waiver by reasonable notification received by the other party that strict performance will be required of any term waived, unless the retraction would be unjust in view of a material change of position in reliance on the waiver.

Sec. 1303.01. Definitions [UCC 3-103]

(A) As used in this chapter, unless the context otherwise requires:

(1) "Acceptor" means a drawee who has accepted a draft.

(2) "Consumer account" means an account established by an individual primarily for personal, family, or household purposes.

(3) "Consumer transaction" means a transaction in which an individual incurs an obligation primarily for personal, family, or household purposes.

(4) "Drawee" means a person ordered in a draft to make payment.

(5) "Drawer" means a person who signs or is identified in a draft as a person ordering payment.

(6) "Good faith" has the same meaning as in section 1301.201 of the Revised Code.

(7) "Issue" means either of the following:

(a) The first delivery of an instrument by the maker or drawer to a holder or nonholder for the purpose of giving rights of the instrument to any person;

(b) If agreed by the payee, the first transmission by the drawer to the payee of an image of an item and information derived from the item that enables the depository bank to collect the item by transferring or presenting under federal law an electronic check.

(8) "Issuer" means a maker or drawer of an issued or unissued instrument.

(9) "Maker" means a person who signs or is identified in a note as a person undertaking to pay.

(10) "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative but not in succession. "Order" does

not mean an authorization to pay unless the person authorized to pay also is instructed to pay.

(11) "Ordinary care" in the case of a person engaged in business means observance of the reasonable commercial standards that are prevailing in the area in which the person is located with respect to the business in which the person is engaged. In the case of a bank that takes an instrument for processing for collection or payment by automated means, reasonable commercial standards do not require the bank to examine the instrument if the failure to examine does not violate the bank's prescribed procedures, and the bank's procedures do not vary unreasonably from general banking usage not disapproved by this chapter or Chapter 1304. of the Revised Code.

(12) "Party" means a party to an instrument.

(13) "Principal obligor," with respect to an instrument, means the accommodated party or any other party to the instrument against whom a secondary obligor has recourse under this chapter.

(14) "Promise" means a written undertaking to pay money that is signed by the person undertaking to pay. "Promise" does not include an acknowledgment of an obligation by the obligor unless the obligor also undertakes to pay the obligation.

(15) "Prove," with respect to a fact, means to meet the burden of establishing the fact.

(16) "Remitter" means a person who purchases an instrument from its issuer if the instrument is payable to an identified person other than the purchaser.

(17) "Remotely-created consumer item" means an item drawn on a consumer account, which is not created by the payor bank and does not bear a handwritten signature purporting to be the signature of the drawer.

(18) "Secondary obligor," with respect to an instrument, means any of the following:

(a) An indorser or an accommodation party;

(b) A drawer having the obligation described in division (D) of section 1303.54 of the Revised Code;

(c) Any other party to the instrument that has recourse against another party to the instrument pursuant to division (B) of section 1303.14 of the Revised Code.

(B) As used in this chapter:

(1) "Acceptance" has the same meaning as in section 1303.46 of the Revised Code.

(2) "Accommodation party" and "accommodated party" have the same meanings as in section 1303.59 of the Revised Code.

(3) "Account" has the same meaning as in section 1304.01 of the Revised Code.

(4) "Alteration" has the same meaning as in section 1303.50 of the Revised Code.

(5) "Anomalous indorsement," "blank indorsement," and "special indorsement" have the same meanings as in section 1303.25 of the Revised Code.

(6) "Certificate of deposit," "cashier's check," "check," "draft," "instrument," "negotiable instrument," "note," "teller's check," and "traveler's check" have the same meanings as in section 1303.03 of the Revised Code.

(7) "Certified check" has the same meaning as in section 1303.46 of the Revised Code.

(8) "Consideration" and "value" have the same meanings as in section 1303.33 of the Revised Code.

(9) "Holder in due course" has the same meaning as in section 1303.32 of the Revised Code.

(10) "Incomplete instrument" has the same meaning as in section 1303.11 of the Revised Code.

(11) "Indorsement" and "indorser" have the same meanings as in section 1303.24 of the Revised Code.

(12) "Negotiation" has the same meaning as in section 1303.21 of the Revised Code.

(13) "Payable at a definite time" and "payable on demand" have the same meanings as in section 1303.07 of the Revised Code.

(14) "Payable to bearer" and "payable to order" have the same meanings as in section 1303.10 of the Revised Code.

(15) "Payment" has the same meaning as in section 1303.67 of the Revised Code.

(16) "Person entitled to enforce" has the same meaning as in section 1303.31 of the Revised Code.

(17) "Presentment" has the same meaning as in section 1303.61 of the Revised Code.

(18) "Reacquisition" has the same meaning as in section 1303.27 of the Revised Code.

(19) "Transfer of instrument" has the same meaning as in section 1303.22 of the Revised Code.

(C) As used in this chapter, "banking day," "clearing house," "collecting bank," "customer," "depository bank," "documentary draft," "intermediary bank," "item," "midnight deadline," "payor bank," and "suspends payments" have the same meanings as in section 1304.01 of the Revised Code.

(D) In addition, Chapter 1301. of the Revised Code contains general definitions and general principles of construction and interpretation applicable throughout this chapter.

Sec. 1303.03. Negotiable instrument [UCC 3-104]

(A) Except as provided in divisions (C) and (D) of this section, "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it meets all of the following requirements:

(1) It is payable to bearer or to order at the time it is issued or first comes into possession of a holder.

(2) It is payable on demand or at a definite time.

(3) It does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain any of the following:

(a) An undertaking or power to give, maintain, or protect collateral to secure payment;

(b) An authorization or power to the holder to confess judgment or realize on or dispose of collateral;

(c) A waiver of the benefit of any law intended for the advantage or protection of an obligor;

(d) A term that specifies the law that governs the promise or order;

(e) An undertaking to resolve in a specified forum a dispute concerning the promise or order.

(B) "Instrument" means a negotiable instrument.

(C) An order that meets all of the requirements of divisions (A)(2) and (3) of this section and otherwise falls within the definition of "check" is a negotiable instrument and a check.

(D) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this chapter.

(E)(1) "Note" means an instrument that is a promise.

(2) "Draft" means an instrument that is an order.

(3) If an instrument is both a "note" and a "draft," a person entitled to enforce the instrument may treat it as either.

(F) "Check" means either of the following:

(1) A draft, other than a documentary draft, payable on demand and drawn on a bank;

(2) A cashier's check or teller's check.

An instrument may be a "check" even though it is described on its face as a "money order" or by another term.

(G) "Cashier's check" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.

(H) "Teller's check" means a draft drawn by a bank on another bank or payable at or through a bank.

(I) "Traveler's check" means an instrument that meets all of the following conditions:

(1) It is payable on demand.

(2) It is drawn on or payable at or through a bank.

(3) It is designated by the term "traveler's check" or by a substantially similar term.

(4) It requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.

(J) "Certificate of deposit" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A "certificate of deposit" is a note of the bank.

Sec. 1303.41. ~~(A)~~ Signature necessary for liability on instrument [UCC 3-401]

A person is not liable on an instrument unless the person signed the instrument or the person is represented by an agent or representative who signed the instrument and the signature is binding on the represented person pursuant to section 1303.42 of the Revised Code.

~~(B) A signature may be made manually or by means of a device or machine and by the use of any name, including a trade or assumed name, or by a word, mark, or symbol executed or adopted by a person with present intention to authenticate a writing.~~

Sec. 1303.69. Discharge by cancellation or renunciation [UCC 3-604]

(A) A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument in either of the following ways:

(1) By surrender of the instrument to the party, destruction, mutilation, or cancellation of the instrument, cancellation or striking out of the party's signature, the addition of words to the instrument indicating discharge, or any other intentional voluntary act;

(2) By agreeing not to sue or otherwise renouncing rights against the party by a signed record.

(B) Cancellation or striking out of an indorsement pursuant to division (A) does not affect the status and rights of a party derived from the indorsement.

~~(C) As used in this section, "signed," with respect to a record that is not a writing, includes the attachment to or logical association with the record of an electronic symbol, sound, or process with the present intent to adopt or accept the record.~~
The obligation of a party to pay a check is not discharged solely by destruction of the check in connection with a process in which information is extracted from the check and an image of the check is made and, subsequently, the information and image are transmitted for payment.

Sec. 1304.51. Definitions [UCC 4A-103 to 4A-105]

(A) As used in sections 1304.51 to 1304.85 of the Revised Code:

(1) "Authorized account" means a deposit account of a customer in a bank designated by the customer as a source of payment of payment orders issued by the customer to the bank. If a customer does not so designate an account, any account of the customer is an authorized account if payment of a payment order from that account is not inconsistent with a restriction on the use of that account.

(2) "Bank" means a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company. A branch or separate office of a bank is a separate bank for purposes of sections 1304.51 to 1304.85 of the Revised Code.

(3) "Beneficiary" means the person to be paid by the beneficiary's bank.

(4) "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order or which otherwise is to make payment to the beneficiary if the order does not provide for payment to an account.

(5) "Customer" means a person, including a bank, having an account with a bank or from whom a bank has agreed to receive payment orders.

(6) "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. "Funds transfer" includes any payment order issued by the originator's bank or an intermediary bank intended to carry out the originator's payment order. A funds transfer is completed by acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's payment order.

(7) "Funds-transfer business day" of a receiving bank means the part of a day during which

the receiving bank is open for the receipt, processing, and transmittal of payment orders and cancellations and amendments of payment orders.

(8) "Funds-transfer system" means a wire transfer network, automated clearing house, or other communication system of a clearing house or other association of banks through which a payment order by a bank may be transmitted to the bank to which the order is addressed.

(9) "Good faith" has the same meaning as in section 1301.201 of the Revised Code.

(10) "Intermediary bank" means a receiving bank other than the originator's bank or the beneficiary's bank.

(11) "Originator" means the sender of the first payment order in a funds transfer.

(12) "Originator's bank" means the receiving bank to which the payment order of the originator is issued if the originator is not a bank, or the originator if the originator is a bank.

(13)(a) "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, ~~electronically~~, or in ~~writing~~ a record, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary if all of the following apply:

(i) The instruction does not state a condition to payment to the beneficiary other than time of payment.

(ii) The receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from, the sender.

(iii) The instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.

(b) If the instruction complying with division (A)(13)(a) of this section is to make more than one payment to a beneficiary, the instruction is a separate payment order with respect to each payment.

(c) A payment order is issued when it is sent to the receiving bank.

(14) "Prove," with respect to a fact, means to meet the burden of establishing the fact.

(15) "Receiving bank" means the bank to which the sender's instruction is addressed.

(16) "Sender" means the person giving the instruction to the receiving bank.

(B) Other definitions applying to sections 1304.51 to 1304.85 of the Revised Code are:

(1) "Acceptance" as defined in section 1304.64 of the Revised Code;

(2) "Executed" as defined in section 1304.68 of the Revised Code;

(3) "Execution date" as defined in section 1304.68 of the Revised Code;

(4) "Funds-transfer system rule" as defined in section 1304.79 of the Revised Code;

(5) "Payment by beneficiary's bank to beneficiary" as defined in section 1304.77 of the Revised Code;

(6) "Payment by originator to beneficiary" as defined in section 1304.78 of the Revised Code;

(7) "Payment by sender to receiving bank" as defined in section 1304.75 of the Revised Code;

(8) "Payment date" as defined in section 1304.73 of the Revised Code;

(9) "Security procedure" as defined in section 1304.56 of the Revised Code.

(C) As used in sections 1304.51 to 1304.85 of the Revised Code, "clearing house," "item," and "suspends payments" have the same meanings as in section 1304.01 of the Revised Code.

(D) In addition, Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretation applicable throughout sections 1304.51 to 1304.85 of the Revised Code.

Sec. 1304.56. Security procedure [UCC 4A-201]

"Security procedure" means a procedure established by agreement of a customer and a receiving bank for the purpose of verifying that a payment order or communication amending or cancelling a payment order is that of the customer, or detecting error in the transmission or the content of the payment order or communication. A security procedure may impose an obligation on the receiving bank or customer and may require the use of algorithms or other codes, identifying words ~~or~~, numbers, symbols, sounds, biometrics, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer or requiring a payment order to be sent from a known electronic mail address, internet protocol address, or telephone number is not by itself a security procedure.

Sec. 1304.57. Authorized and verified payment orders [UCC 4A-202]

(A) A payment order received by the receiving bank is the authorized order of the person identified as sender if that person authorized the order or is otherwise bound by it under the law of agency.

(B)(1) If a bank and its customer have agreed that the authenticity of payment orders issued to the bank in the name of the customer as sender will be verified pursuant to a security procedure, a payment order received by the receiving bank is effective as the order of the customer, whether or not authorized, if both of the following apply:

(a) The security procedure is a commercially reasonable method of providing security against unauthorized payment orders.

(b) The bank proves that it accepted the payment order in good faith and in compliance with the bank's obligations under the security procedure and any ~~written~~ agreement or instruction of the customer, evidenced by a record, restricting acceptance of payment orders issued in the name of the customer.

(2) The bank is not required to follow an instruction that violates ~~a written~~ an agreement with the customer, evidenced by a record, or notice of which is not received at a time and in a manner affording the bank a reasonable opportunity to act on it before the payment order is accepted.

(C)(1) Commercial reasonableness of a security procedure is a question of law to be determined by considering all of the following:

- (a) The wishes of the customer expressed to the bank;
 - (b) The circumstances of the customer known to the bank, including the size, type, and frequency of payment orders normally issued by the customer to the bank;
 - (c) Alternative security procedures offered to the customer;
 - (d) Security procedures in general use by customers and receiving banks similarly situated.
- (2) A security procedure is deemed to be commercially reasonable if both of the following apply:

(a) The security procedure was chosen by the customer after the bank offered, and the customer refused, a security procedure that was commercially reasonable for that customer.

(b) The customer expressly agreed in ~~writing a record~~ to be bound by any payment order, whether or not authorized, issued in its name and accepted by the bank in compliance with the bank's obligations under the security procedure chosen by the customer.

(D) As used in sections 1304.51 to 1304.85 of the Revised Code, "sender" includes the customer in whose name a payment order is issued if the order is the authorized order of the customer under division (A) of this section, or is effective as the order of the customer under division (B) of this section.

(E) This section applies to amendments and cancellations of payment orders to the same extent it applies to payment orders.

(F) Except as provided in this section and in division (A)(1) of section 1304.58 of the Revised Code, rights and obligations arising under this section or section 1304.58 of the Revised Code may not be varied by agreement.

Sec. 1304.58. Unenforceability of certain verified payment orders [UCC 4A-203]

(A) If an accepted payment order is not an authorized order of a customer identified as sender under division (A) of section 1304.57 of the Revised Code, but is effective as an order of the customer under division (B) of that section, both of the following apply:

(1) By express ~~written~~ agreement evidenced by a record, the receiving bank may limit the extent to which it is entitled to enforce or retain payment of the payment order.

(2) The receiving bank may not enforce or retain payment of the payment order if the customer proves that the order was not caused, directly or indirectly, by either of the following:

(a) A person entrusted at any time with duties to act for the customer with respect to payment orders or the security procedure;

(b) A person who obtained access to transmitting facilities of the customer or who obtained, from a source controlled by the customer and without authority of the receiving bank, information facilitating breach of the security procedure, regardless of how the information was obtained or whether the customer was at fault. As used in division (A)(2)(b) of this section, "information" includes any access device, computer software, or the like.

(B) This section applies to amendments of payment orders to the same extent it applies to payment orders.

Sec. 1304.62. Misdescription of beneficiary [UCC 4A-207]

(A) Subject to division (B) of this section, if, in a payment order received by the beneficiary's bank, the name, bank account number, or other identification of the beneficiary refers to a nonexistent or unidentifiable person or account, no person has rights as a beneficiary of the order and acceptance of the order cannot occur.

(B) If a payment order received by the beneficiary's bank identifies the beneficiary by name and an identifying or bank account number, and the name and number identify different persons, both of the following apply:

(1) Except as otherwise provided in division (C) of this section, if the beneficiary's bank does not know that the name and number refer to different persons, it may rely on the number as the proper identification of the beneficiary of the order. The beneficiary's bank need not determine whether the name and number refer to the same person.

(2) If the beneficiary's bank pays the person identified by name or knows that the name and number identify different persons, no person has rights as beneficiary except the person paid by the beneficiary's bank if that person was entitled to receive payment from the originator of the funds transfer. If no person has rights as beneficiary, acceptance of the order cannot occur.

(C) If a payment order described in division (B) of this section is accepted, the originator's payment order described the beneficiary inconsistently by name and number, and the beneficiary's bank pays the person identified by number as permitted by division (B)(1) of this section, both of the following apply:

(1) If the originator is a bank, the originator shall pay its order.

(2) If the originator is not a bank and proves that the person identified by number was not entitled to receive payment from the originator, the originator is not obliged to pay its order unless the originator's bank proves that the originator, before acceptance of the originator's order, had notice that payment of a payment order issued by the originator might be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Proof of notice may be made by any admissible evidence. The originator's bank satisfies the burden of proof if it proves that the originator, before the payment order was accepted, signed a ~~writing~~ record stating the information to which the notice relates.

(D) In a case governed by division (B)(1) of this section, if the beneficiary's bank rightfully pays the person identified by number and that person was not entitled to receive payment from the originator, the amount paid may be recovered from that person to the extent allowed by the law governing mistake and restitution as follows:

(1) If the originator is obliged to pay its payment order as stated in division (C) of this section, the originator may recover.

(2) If the originator is not a bank and is not obliged to pay its payment order, the originator's bank may recover.

Sec. 1304.63. Misdescription of intermediary bank or beneficiary's bank [UCC 4A-208]

(A)(1) Divisions (A)(2) and (3) of this section apply to a payment order identifying an intermediary bank or the beneficiary's bank only by an identifying number.

(2) The receiving bank may rely on the number as the proper identification of the intermediary or beneficiary's bank and need not determine whether the number identifies a bank.

(3) The sender shall compensate the receiving bank for any loss and expenses incurred by the receiving bank as a result of its reliance on the number in executing or attempting to execute the order.

(B)(1) Divisions (B)(2) to (5) of this section apply to a payment order identifying an intermediary bank or the beneficiary's bank both by name and an identifying number if the name and number identify different persons.

(2) If the sender is a bank, the receiving bank may rely on the number as the proper identification of the intermediary or beneficiary's bank if the receiving bank, when it executes the sender's order, does not know that the name and number identify different persons. The receiving bank need not determine whether the name and number refer to the same person or whether the number refers to a bank. The sender shall compensate the receiving bank for any loss and expenses incurred by the receiving bank as a result of its reliance on the number in executing or attempting to execute the order.

(3) If the sender is not a bank, and the receiving bank proves that the sender, before the payment order was accepted, had notice that the receiving bank might rely on the number as the proper identification of the intermediary or beneficiary's bank even if it identifies a person different from the bank identified by name, the rights and obligations of the sender and the receiving bank are governed by division (B)(2) of this section, as though the sender were a bank. Proof of notice may be made by any admissible evidence. The receiving bank satisfies the burden of proof ~~if~~ it proves that the sender, before the payment order was accepted, signed a ~~writing~~ record stating the information to which the notice relates.

(4) Regardless of whether the sender is a bank, the receiving bank may rely on the name as the proper identification of the intermediary or beneficiary's bank if the receiving bank, at the time it executes the sender's order, does not know that the name and number identify different persons. The receiving bank need not determine whether the name and number refer to the same person.

(5) If the receiving bank knows that the name and number identify different persons, reliance on either the name or the number in executing the sender's payment order is a breach of the obligation as provided in division (A)(1) of section 1304.69 of the Revised Code.

Sec. 1304.65. Rejection of payment order [UCC 4A-210]

(A) A payment order is rejected by the receiving bank by a notice of rejection transmitted to the sender orally, ~~electronically~~, or in ~~writing~~ record. A notice of rejection need not use any particular words and is sufficient if it indicates that the receiving bank is rejecting the order or will not execute or pay the order. Rejection is effective when the notice is given if transmission is by a means that is reasonable in the circumstances. If notice of rejection is given by a means that is not

reasonable, rejection is effective when the notice is received. If an agreement of the sender and receiving bank establishes the means to be used to reject a payment order, any means complying with the agreement is reasonable, and any means not complying is not reasonable unless no significant delay in receipt of the notice resulted from the use of the noncomplying means.

(B) This division applies if a receiving bank other than the beneficiary's bank fails to execute a payment order despite the existence on the execution date of a withdrawable credit balance in an authorized account of the sender sufficient to cover the order. If the sender does not receive notice of rejection of the order on the execution date and the authorized account of the sender does not bear interest, the bank shall pay interest to the sender on the amount of the order for the number of days elapsing after the execution date to the earlier of the day the order is canceled pursuant to division (D) of section 1304.66 of the Revised Code or the day the sender receives notice or learns that the order was not executed, counting the final day of the period as an elapsed day. If the withdrawable credit balance during that period falls below the amount of the order, the amount of interest is reduced accordingly.

(C) If a receiving bank suspends payments, all unaccepted payment orders issued to it are deemed rejected at the time the bank suspends payments.

(D) Acceptance of a payment order precludes a later rejection of the order. Rejection of a payment order precludes a later acceptance of the order.

Sec. 1304.66. Cancellation and amendment of payment order [UCC 4A-211]

(A) A communication of the sender of a payment order canceling or amending the order may be transmitted to the receiving bank orally, ~~electronically~~, or in writing a record. If a security procedure is in effect between the sender and the receiving bank, the communication is not effective to cancel or amend the order unless the communication is verified pursuant to the security procedure or the bank agrees to the cancellation or amendment.

(B) Subject to division (A) of this section, a communication by the sender canceling or amending a payment order is effective to cancel or amend the order if notice of the communication is received at a time and in a manner affording the receiving bank a reasonable opportunity to act on the communication before the bank accepts the payment order.

(C)(1) After a payment order has been accepted, cancellation or amendment of the order is not effective unless the receiving bank agrees or a funds-transfer system rule allows cancellation or amendment without agreement of the bank.

(2) With respect to a payment order accepted by a receiving bank other than the beneficiary's bank, cancellation or amendment is not effective unless a conforming cancellation or amendment of the payment order issued by the receiving bank is also made.

(3) With respect to a payment order accepted by the beneficiary's bank, cancellation or amendment is not effective unless the order was issued in execution of an unauthorized payment order, or because of a mistake by a sender in the funds transfer that resulted in the issuance of a payment order that is a duplicate of a payment order previously issued by the sender, that orders

payment to a beneficiary not entitled to receive payment from the originator, or that orders payment in an amount greater than the amount the beneficiary was entitled to receive from the originator. If the payment order is canceled or amended, the beneficiary's bank may recover from the beneficiary any amount paid to the beneficiary to the extent allowed by the law governing mistake and restitution.

(D) An unaccepted payment order is canceled by operation of law at the close of the fifth funds-transfer business day of the receiving bank after the execution date or payment date of the order.

(E) A canceled payment order cannot be accepted. If an accepted payment order is canceled, the acceptance is nullified, and no person has any right or obligation based on the acceptance. Amendment of a payment order is deemed to be cancellation of the original order at the time of amendment and issue of a new payment order in the amended form at the same time.

(F) Unless otherwise provided in an agreement of the parties or in a funds-transfer system rule, if the receiving bank, after accepting a payment order, agrees to cancellation or amendment of the order by the sender or is bound by a funds-transfer system rule allowing cancellation or amendment without the bank's agreement, the sender, whether or not cancellation or amendment is effective, is liable to the bank for any loss and expenses, including reasonable attorney's fees, incurred by the bank as a result of the cancellation, amendment, or attempted cancellation or amendment.

(G) A payment order is not revoked by the death or legal incapacity of the sender unless the receiving bank knows of the death or of an adjudication of incapacity by a court of competent jurisdiction and has reasonable opportunity to act before acceptance of the order.

(H) A funds-transfer system rule is not effective to the extent it conflicts with division (C)(3) of this section.

Sec. 1304.72. Liability for late or improper execution or failure to execute payment order [UCC 4A-305]

(A) If a funds transfer is completed but execution of a payment order by the receiving bank without compliance with section 1304.69 of the Revised Code results in delay in payment to the beneficiary, the bank shall pay interest to either the originator or the beneficiary of the funds transfer for the period of delay caused by the improper execution. Except as provided in division (C) of this section, additional damages are not recoverable.

(B) If execution of a payment order by a receiving bank without compliance with section 1304.69 of the Revised Code results in noncompletion of the funds transfer, failure to use an intermediary bank designated by the originator, or issuance of a payment order that does not comply with the terms of the payment order of the originator, the bank is liable to the originator for its expenses in the funds transfer and for incidental expenses and interest losses, to the extent not covered by division (A) of this section, resulting from the improper execution. Except as provided in division (C) of this section, additional damages are not recoverable.

(C) In addition to the amounts payable under divisions (A) and (B) of this section, damages, including consequential damages, are recoverable to the extent provided in an express ~~written~~ agreement of the receiving bank, evidenced by a record.

(D) If a receiving bank fails to execute a payment order it was obliged by express agreement to execute, the receiving bank is liable to the sender for its expenses in the transaction and for incidental expenses and interest losses resulting from the failure to execute. Additional damages, including consequential damages, are recoverable to the extent provided in an express ~~written~~ agreement of the receiving bank, evidenced by a record, but are not otherwise recoverable.

(E) Reasonable attorney's fees are recoverable if demand for compensation under division (A) or (B) of this section is made and refused before an action is brought on the claim. If a claim is made for breach of an agreement under division (D) of this section and the agreement does not provide for damages, reasonable attorney's fees are recoverable if demand for compensation under division (D) of this section is made and refused before an action is brought on the claim.

(F) Except as stated in this section, the liability of a receiving bank under divisions (A) and (B) of this section may not be varied by agreement.

Sec. 1305.03. Formal requirements [UCC 5-104]

A letter of credit, confirmation, advice, transfer, amendment, or cancellation may be issued in any form that is a signed record ~~and is authenticated by a signature or in accordance with the agreement of the parties or the standard practice referred to in division (E) of section 1305.07 of the Revised Code.~~

Sec. 1305.15. Choice of law and forum [UCC 5-116]

(A) The liability of an issuer, nominated person, or adviser for action or omission is governed by the law of the jurisdiction chosen by an agreement in the form of a record signed ~~or otherwise authenticated~~ by the affected parties ~~in the manner provided in section 1305.03 of the Revised Code~~ or by a provision in the person's letter of credit, confirmation, or other undertaking. The jurisdiction whose law is chosen need not bear any relation to the transaction.

(B) Unless division (A) of this section applies, the liability of an issuer, nominated person, or adviser for action or omission is governed by the law of the jurisdiction in which the person is located. The person is considered to be located at the address indicated in the person's undertaking. If more than one address is indicated, the person is considered to be located at the address from which the person's undertaking was issued. ~~For~~

~~(C)~~ For the purpose of jurisdiction, choice of law, and recognition of interbranch letters of credit, but not enforcement of a judgment, all branches of a bank are considered separate juridical entities and a bank is considered to be located at the place where its relevant branch is considered to be located under ~~this division (D) of this section.~~

~~(C)-(D)~~ A branch of a bank is considered to be located at the address indicated in the branch's undertaking. If more than one address is indicated, the branch is considered to be located at the address from which the undertaking was issued.

(E) Except as otherwise provided in this division, the liability of an issuer, nominated person, or adviser is governed by any rules of custom or practice, such as the uniform customs and practice for documentary credits, to which the letter of credit, confirmation, or other undertaking is expressly made subject. If (1) this chapter would govern the liability of an issuer, nominated person, or adviser under division (A) or (B) of this section, (2) the relevant undertaking incorporates rules of custom or practice, and (3) there is conflict between this chapter and those rules as applied to that undertaking, those rules govern except to the extent of any conflict with the nonvariable provisions specified in division (C) of section 1305.02 of the Revised Code.

~~(D)~~(F) If there is conflict between this chapter and Chapter 1303., 1304., or 1309. of the Revised Code, this chapter governs.

~~(E)~~(G) The forum for settling disputes arising out of an undertaking within this chapter may be chosen in the manner and with the binding effect that governing law may be chosen in accordance with division (A) of this section.

Sec. 1307.102. Definitions and index of definitions [UCC 7-102]

(A) As used in sections 1307.101 to 1307.603 of the Revised Code, unless the context otherwise requires:

(1) "Bailee" means a person that by a warehouse receipt, bill of lading, or other document of the title acknowledges possession of goods and contracts to deliver them.

(2) "Carrier" means a person that issues a bill of lading.

(3) "Consignee" means a person named in a bill of lading to which or to whose order the bill promises delivery.

(4) "Consignor" means a person named in a bill of lading as the person from which the goods have been received for shipment.

(5) "Delivery order" means a record that contains an order to deliver goods directed to a warehouse, carrier, or other person that in the ordinary course of business issues warehouse receipts or bills of lading.

(6) "Good faith" has the same meaning as in section 1301.201 of the Revised Code.

(7) "Goods" means all things that are treated as movable for the purposes of a contract of storage or transportation.

(8) "Issuer" means a bailee that issues a document of title or, in the case of an unaccepted delivery order, the person that orders the possessor of goods to deliver. The term includes a person for which an agent or employee purports to act in issuing a document if the agent or employee has real or apparent authority to issue documents, even if the issuer did not receive any goods, the goods were misdescribed, or in any other respect the agent or employee violated the issuer's instructions.

(9) "Person entitled under the document" means the holder, in the case of a negotiable document of title, or the person to which delivery of the goods is to be made by the terms of, or pursuant to instructions in a record under, a nonnegotiable document of title.

(10) ~~"Record" means information that is inscribed on a tangible medium or that is stored in~~

~~an electronic or other medium and is retrievable in perceivable form~~[Reserved.]

(11) "Sign" means, with present intent to authenticate or adopt a record:

(a) ~~To execute or adopt a tangible symbol; or~~

(b) ~~To attach to or logically associate with the record an electronic sound, symbol, or process~~[Reserved.]

(12) "Shipper" means a person that enters into a contract of transportation with a carrier.

(13) "Warehouse" means a person engaged in the business of storing of goods for hire.

(B) As used in sections 1307.101 to 1307.603 of the Revised Code, "contract for sale" and "receipt" of goods have the meaning set forth in section 1302.01 of the Revised Code, and "lessee in the ordinary course of business" has the meaning set forth in section 1310.01 of the Revised Code.

(C) In addition, Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretation applicable throughout this chapter.

Sec. 1307.106. Control of electronic document of title [UCC 7-106]

(A) A person has control of an electronic document of title if a system employed for evidencing the transfer of interests in the electronic document reliably establishes that person as the person to which the electronic document was issued or transferred.

(B) A system satisfies division (A) of this section, and a person ~~is deemed to have~~ has control of an electronic document of title, if the document is created, stored, and ~~assigned~~ transferred in ~~such~~ a manner that:

(1) A single authoritative copy of the document exists which is unique, identifiable, and, except as otherwise provided in divisions (B)(4), (5), and (6) of this section, unalterable;

(2) The authoritative copy identifies the person asserting control as:

(a) The person to which the document was issued; or

(b) If the authoritative copy indicates that the document has been transferred, the person to which the document was most recently transferred.

(3) The authoritative copy is communicated to and maintained by the person asserting control or its designated custodian;

(4) Copies or amendments that add or change an identified ~~assignee~~ transferee of the authoritative copy can be made only with the consent of the person asserting control;

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

(6) Any amendment of the authoritative copy is readily identifiable as authorized or unauthorized.

(C) A system satisfies division (A) of this section, and a person has control of an electronic document of title, if an authoritative electronic copy of the document, a record attached to or logically associated with the electronic copy, or a system in which the electronic copy is recorded does all of the following:

(1) Enables the person to readily identify each electronic copy as either an authoritative or

nonauthoritative copy:

(2) Enables the person to readily identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as the person to which each authoritative electronic copy was issued or transferred;

(3) Gives the person exclusive power, subject to division (D) of this section, to do both of the following:

(a) Prevent others from adding or changing the person to which each authoritative electronic copy has been issued or transferred;

(b) Transfer control of each authoritative electronic copy.

(D) Subject to division (E) of this section, a power is exclusive under divisions (C)(3)(a) and (b) of this section even if one or both of the following apply:

(1) The authoritative electronic copy, a record attached to or logically associated with the authoritative electronic copy, or a system in which the authoritative electronic copy is recorded limits the use of the document of title or has a protocol that is programmed to cause a change, including a transfer or loss of control;

(2) The power is shared with another person.

(E) A power of a person is not shared with another person under division (D)(2) of this section and the person's power is not exclusive if both of the following apply:

(1) The person can exercise the power only if the power is also exercised by the other person;

(2) The other person either:

(a) Can exercise the power without exercise of the power by the person;

(b) Is the transferor to the person of an interest in the document of title.

(F) If a person has the powers specified in divisions (C)(3)(a) and (b) of this section, the powers are presumed to be exclusive.

(G) A person has control of an electronic document of title if another person, other than the transferor to the person of an interest in the document, either:

(1) Has control of the document and acknowledges that it has control on behalf of the person;

(2) Obtains control of the document after having acknowledged that it will obtain control of the document on behalf of the person.

(H) A person that has control under this section is not required to acknowledge that it has control on behalf of another person.

(I) If a person acknowledges that it has or will obtain control on behalf of another person, unless the person otherwise agrees or law other than this chapter or Chapter 1309. of the Revised Code otherwise provides, the person does not owe any duty to the other person and is not required to confirm the acknowledgment to any person.

Sec. 1308.01. Definitions and index of definitions [UCC 8-102]

(A) In this chapter:

(1) "Adverse claim" means a claim that a claimant has a property interest in a financial asset and that it is a violation of the rights of the claimant for another person to hold, transfer, or deal with the financial asset.

(2) "Bearer form," as applied to a certificated security, means a form in which the security is payable to the bearer of the security certificate according to its terms but not by reason of an indorsement.

(3) "Broker" means a person defined as a broker or dealer under the federal securities laws, but without excluding a bank acting in that capacity.

(4) "Certificated security" means a security that is represented by a certificate.

(5) "Clearing corporation" means:

(a) A person that is registered as a "clearing agency" under the federal securities laws;

(b) A federal reserve bank; or

(c) Any other person that provides clearance or settlement services with respect to financial assets that would require it to register as a clearing agency under the federal securities laws but for an exclusion or exemption from the registration requirement, if its activities as a clearing corporation, including promulgation of rules, are subject to regulation by a federal or state governmental authority.

(6) "Communicate" means to:

(a) Send a signed ~~writing~~ record; or

(b) Transmit information by any mechanism agreed upon by the persons transmitting and receiving the information.

(7) "Entitlement holder" means a person identified in the records of a securities intermediary as the person having a security entitlement against the securities intermediary. If a person acquires a security entitlement by virtue of division (B)(2) or (3) of section 1308.51 of the Revised Code, that person is the entitlement holder.

(8) "Entitlement order" means a notification communicated to a securities intermediary directing transfer or redemption of a financial asset to which the entitlement holder has a security entitlement.

(9) "Financial asset," except as otherwise provided in section 1308.02 of the Revised Code, means:

(a) A security;

(b) An obligation of a person or a share, participation, or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment; or

(c) Any property that is held by a securities intermediary for another person in a securities account if the securities intermediary has expressly agreed with the other person that the property is to be treated as a financial asset under this chapter.

As context requires, the term means either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated security, a security certificate, or a security entitlement.

(10) "Good faith" has the same meaning as in section 1301.201 of the Revised Code.

(11) "Indorsement" means a signature that alone or accompanied by other words is made on a security certificate in registered form or on a separate document for the purpose of assigning, transferring, or redeeming the security or granting a power to assign, transfer, or redeem it.

(12) "Instruction" means a notification communicated to the issuer of an uncertificated security which directs that the transfer of the security be registered or that the security be redeemed.

(13) "Registered form," as applied to a certificated security, means a form in which:

(a) The security certificate specifies a person entitled to the security; and

(b) A transfer of the security may be registered upon books maintained for that purpose by or on behalf of the issuer, or the security certificate so states.

(14) "Securities intermediary" means:

(a) A clearing corporation; or

(b) A person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

(15) "Security," except as otherwise provided in section 1308.02 of the Revised Code, means an obligation of an issuer or a share, participation, or other interest in an issuer or in property or an enterprise of an issuer:

(a) Which is represented by a security certificate in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer;

(b) Which is one of a class or series or by its terms is divisible into a class or series of shares, participations, interests, or obligations; and

(c) Which:

(i) Is, or is of a type, dealt in or traded on securities exchanges or securities markets; or

(ii) Is a medium for investment and by its terms expressly provides that it is a security governed by this chapter.

(16) "Security certificate" means a certificate representing a security.

(17) "Security entitlement" means the rights and property interest of an entitlement holder with respect to a financial asset specified in sections 1308.51 to 1308.61 of the Revised Code.

(18) "Uncertificated security" means a security that is not represented by a certificate.

(B) Other definitions applying to this chapter and the sections in which they appear are:

(1) "Appropriate person," as defined in section 1308.23 of the Revised Code.

(2) "Control," as defined in section 1308.24 of the Revised Code.

(3) "Controllable account," as defined in section 1309.102 of the Revised Code.

(4) "Controllable electronic record," as defined in section 1314.102 of the Revised Code.

(5) "Controllable payment intangible," as defined in section 1309.102 of the Revised Code.

(6) "Delivery," as defined in section 1308.27 of the Revised Code.

~~(4)-(7)~~ "Investment company security," as defined in section 1308.02 of the Revised Code.

~~(5)-(8)~~ "Issuer," as defined in section 1308.08 of the Revised Code.

~~(6)-(9)~~ "Overissue," as defined in section 1308.03 of the Revised Code.

~~(7)-(10)~~ "Protected purchaser," as defined in section 1308.17 of the Revised Code.

~~(8)-(11)~~ "Securities account," as defined in section 1308.51 of the Revised Code.

(C) In addition, Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretation applicable throughout this chapter.

(D) The characterization of a person, business, or transaction for purposes of this chapter does not determine the characterization of the person, business, or transaction for purposes of any other law, regulation, or rule.

Sec. 1308.02. Rules for determining whether certain obligations and interests are securities or financial assets [UCC 8-103]

(A) A share or similar equity interest issued by a corporation, business trust, joint stock company, or similar entity is a security.

(B) An "investment company security" is a security. "Investment company security" means a share or similar equity interest issued by an entity that is registered as an investment company under the federal investment company laws, an interest in a unit investment trust that is so registered, or a face-amount certificate issued by a face-amount certificate company that is so registered. Investment company security does not include an insurance policy or endowment policy or annuity contract issued by an insurance company.

(C) An interest in a partnership or limited liability company is not a security unless it is dealt in or traded on securities exchanges or in securities markets, its terms expressly provide that it is a security governed by this chapter, or it is an investment company security. However, an interest in a partnership or limited liability company is a financial asset if it is held in a securities account.

(D) A writing that is a security certificate is governed by this chapter and not by Chapter 1303. of the Revised Code, even though it also meets the requirements of that chapter. However, a negotiable instrument governed by Chapter 1303. of the Revised Code is a financial asset if it is held in a securities account.

(E) An option or similar obligation issued by a clearing corporation to its participants is not a security, but is a financial asset.

(F) A commodity contract, as defined in ~~division (A)(15) of~~ section 1309.102 of the Revised Code, is not a security or a financial asset.

(G) A document of title is not a financial asset unless division (A)(9)(c) of section 1308.01 of the Revised Code applies.

(H) A controllable account, controllable electronic record, or controllable payment is not a financial asset unless division (A)(9)(c) of section 1308.01 of the Revised Code applies.

Sec. 1308.05. Applicability; choice of law [UCC 8-110]

(A) The local law of the issuer's jurisdiction, as specified in division (D) of this section, governs:

- (1) The validity of a security;
- (2) The rights and duties of the issuer with respect to registration of transfer;
- (3) The effectiveness of registration of transfer by the issuer;
- (4) Whether the issuer owes any duties to an adverse claimant to a security; and
- (5) Whether an adverse claim can be asserted against a person to whom transfer of a certificated or uncertificated security is registered or a person who obtains control of an uncertificated security.

(B) The local law of the securities intermediary's jurisdiction, as specified in division (E) of this section, governs:

- (1) Acquisition of a security entitlement from the securities intermediary;
- (2) The rights and duties of the securities intermediary and entitlement holder arising out of a security entitlement;
- (3) Whether the securities intermediary owes any duties to an adverse claimant to a security entitlement; and
- (4) Whether an adverse claim can be asserted against a person who acquires a security entitlement from the securities intermediary or a person who purchases a security entitlement or interest therein from an entitlement holder.

(C) The local law of the jurisdiction in which a security certificate is located at the time of delivery governs whether an adverse claim can be asserted against a person to whom the security certificate is delivered.

(D) "Issuer's jurisdiction" means the jurisdiction under which the issuer of the security is organized or, if permitted by the law of that jurisdiction, the law of another jurisdiction specified by the issuer. An issuer organized under the law of this state may specify the law of another jurisdiction as the law governing the matters specified in divisions (A)(2) to (5) of this section.

(E) The following rules determine a "securities intermediary's jurisdiction" for purposes of this section:

(1) If an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that a particular jurisdiction is the securities intermediary's jurisdiction for purposes of Chapter 1308. or 1309. of the Revised Code, that jurisdiction is the securities intermediary's jurisdiction.

(2) If division (E)(1) of this section does not apply and an agreement between the securities intermediary and its entitlement holder governing the securities account expressly provides that the agreement is governed by the law of a particular jurisdiction, that jurisdiction is the securities intermediary's jurisdiction.

(3) If divisions (E)(1) and (2) of this section do not apply and an agreement between the securities intermediary and its entitlement holder governing the securities account expressly

provides that the securities account is maintained at an office in a particular jurisdiction, that jurisdiction is the securities intermediary's jurisdiction.

(4) If divisions (E)(1), (2), and (3) of this section do not apply, the securities intermediary's jurisdiction is the jurisdiction in which the office identified in an account statement as the office serving the entitlement holder's account is located.

(5) If divisions (E)(1), (2), (3), and (4) of this section do not apply, the securities intermediary's jurisdiction is the jurisdiction in which the chief executive office of the securities intermediary is located.

(F) A securities intermediary's jurisdiction is not determined by the physical location of certificates representing financial assets, or by the jurisdiction in which is organized the issuer of the financial asset with respect to which an entitlement holder has a security entitlement, or by the location of facilities for data processing or other record keeping concerning the account.

(G) The local law of the issuer's jurisdiction or the securities intermediary's jurisdiction governs a matter or transaction specified in division (A) or (B) of this section, even if the matter or transaction does not bear any relation to the jurisdiction.

Sec. 1308.17. Protected purchaser [8-303]

(A) A "protected purchaser" means a purchaser of a certificated or uncertificated security, or of an interest therein, who:

- (1) Gives value;
- (2) Does not have notice of any adverse claim to the security; and
- (3) Obtains control of the certificated or uncertificated security.

(B) ~~In addition to acquiring the rights of a purchaser, a~~ A protected purchaser ~~also~~ acquires its interest in the security free of any adverse claim.

Sec. 1308.24. Control [UCC 8-106]

(A) A purchaser has "control" of a certificated security in bearer form if the certificated security is delivered to the purchaser.

(B) A purchaser has "control" of a certificated security in registered form if the certificated security is delivered to the purchaser, and:

- (1) The certificate is indorsed to the purchaser or in blank by an effective indorsement; or
- (2) The certificate is registered in the name of the purchaser, upon original issue or registration of transfer by the issuer.

(C) A purchaser has "control" of an uncertificated security if:

- (1) The uncertificated security is delivered to the purchaser; or
- (2) The issuer has agreed that it will comply with instructions originated by the purchaser

without further consent by the registered owner.

(D) A purchaser has "control" of a security entitlement if:

- (1) The purchaser becomes the entitlement holder; or
- (2) The securities intermediary has agreed that it will comply with entitlement orders

originated by the purchaser without further consent by the entitlement holder; or

~~(3) Another person has control of the security entitlement on behalf of the purchaser or, having previously acquired control of the security entitlement, acknowledges having control on behalf of the purchaser, other than the transferor to the purchaser of an interest in the security entitlement:~~

~~(a) Has control of the security entitlement and acknowledges that it has control on behalf of the purchaser; or~~

~~(b) Obtains control of the security entitlement after having acknowledged that it will obtain control of the security entitlement on behalf of the purchaser.~~

(E) If an interest in a security entitlement is granted by the entitlement holder to the entitlement holder's own securities intermediary, the securities intermediary has control.

(F) A purchaser who has satisfied the requirements of division (C) or (D) of this section has control even if the registered owner in the case of division (C) of this section or the entitlement holder in the case of division (D) of this section retains the right to make substitutions for the uncertificated security or security entitlement, to originate instructions or entitlement orders to the issuer or securities intermediary, or otherwise to deal with the uncertificated security or security entitlement.

(G) An issuer or a securities intermediary may not enter into an agreement of the kind described in division (C)(2) or (D)(2) of this section without the consent of the registered owner or entitlement holder, but an issuer or a securities intermediary is not required to enter into such an agreement even though the registered owner or entitlement holder so directs. An issuer or securities intermediary that has entered into such an agreement is not required to confirm the existence of the agreement to another party unless requested to do so by the registered owner or entitlement holder.

(H) A person that has control under this section is not required to acknowledge that it has control on behalf of a purchaser.

(I) If a person acknowledges that it has or will obtain control on behalf of a purchaser, unless the person otherwise agrees or law other than this chapter or Chapter 1309. of the Revised Code otherwise provides, the person does not owe any duty to the purchaser and is not required to confirm the acknowledgement to any other person.

Sec. 1309.102. Definitions and index of definitions [UCC 9-102]

(A) As used in this chapter, unless the context requires otherwise:

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

(2)(a) "Account," except as used in "account for," "account statement," "account to," "commodity account," "customer's account," "deposit account," and "statement of account," means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary

obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state.

(b) "Account" includes controllable accounts and health-care insurance receivables.

(c) "Account" does not include (i) ~~rights to payment evidenced by chattel paper or an instrument~~, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, ~~or~~ (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card, or (vii) rights to payment evidenced by an instrument.

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

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

(a) ~~Authenticated Signed~~ by a secured party;

(b) Indicating the aggregate unpaid secured obligations as of a date not more than thirty-five days earlier or thirty-five days later than the date of the record; and

(c) Identifying the components of the obligations in reasonable detail.

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

(a) That secures payment or performance of an obligation for:

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

(ii) Rent on real property leased by a debtor in connection with its farming operation.

(b) That is created by statute in favor of a person who:

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

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

(c) Whose effectiveness does not depend on the person's possession of the personal property.

(6) "As-extracted collateral" means:

(a) Oil, gas, or other minerals that are subject to a security interest that:

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

(ii) Attaches to the minerals as extracted; or

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

(7) "Authenticate" means:

(a) To sign; or

(b) ~~With present intent to adopt or accept a record, to attach to or logically associate with the record an electronic sound, symbol, or process~~ [Reserved.]

(a) "Assignee," except as used in "assignee for benefit of creditors," means a person (i) in whose favor a security interest that secures an obligation is created or provided for under a security agreement, whether or not the obligation is outstanding, or (ii) to which an account, chattel paper, payment intangible, or promissory note has been sold. The term includes a person to which a security interest has been transferred by a secured party.

(b) "Assignor" means a person that (i) under a security agreement creates or provides for a security interest that secures an obligation, or (ii) sells an account, chattel paper, payment intangible, or promissory note. The term includes a secured party that has transferred a security interest to another person.

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

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

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

~~(11)(a)-(11) "Chattel paper" means a record that evidences both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods.~~

~~As used in division (A)(11)(a) of this section, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods.~~

~~(b) If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper.~~

~~(c) "Chattel paper" does not include (i) charters or other contracts involving the use or hire of a vessel or (ii) records that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card either of the following:~~

~~(a) A right to payment of a monetary obligation secured by specific goods, if the right to payment and security agreement are evidenced by a record;~~

~~(b) A right to payment of a monetary obligation owed by a lessee under a lease agreement with respect to specific goods and a monetary obligation owed by the lessee in connection with the transaction giving rise to the lease, if both of the following apply:~~

~~(i) The right to payment and lease agreement are evidenced by a record;~~

~~(ii) The predominant purpose of the transaction giving rise to the lease was to give the lessee~~

the right to possession and use of goods.

The term does not include a right to payment arising out of a charter or other contract involving the use or hire of a vessel, or a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.

(12) "Collateral" means the property subject to a security interest or agricultural lien, including:

(a) Proceeds to which a security interest attaches;

(b) Accounts, chattel paper, payment intangibles, and promissory notes that have been sold;

and

(c) Goods that are the subject of a consignment.

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

(a) The claimant is an organization; or

(b) The claimant is an individual, and the claim:

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

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

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

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

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

(b) Traded on a foreign commodity board of trade, exchange, or market and is carried on the books of a commodity intermediary for a commodity customer.

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

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

(a) Is registered as a futures commission merchant under the federal commodities laws; or

(b) In the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to the federal commodities laws.

(18) "Communicate" means:

(a) To send a written or other tangible record;

(b) To transmit a record by any means agreed upon by the persons sending and receiving the record; or

(c) In the case of transmission of a record to or by a filing office, to transmit a record by any means prescribed by filing-office rule.

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

(20) "Consignment" means a transaction, regardless of its form, in which a person delivers

goods to a merchant for the purpose of sale and:

(a) The merchant:

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

(ii) Is not an auctioneer; and

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

(b) With respect to each delivery, the aggregate value of the goods is one thousand dollars or more at the time of delivery.

(c) The goods are not consumer goods immediately before delivery; and

(d) The transaction does not create a security interest that secures an obligation.

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

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

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

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

(a) An individual incurs an obligation primarily for personal, family, or household purposes; and

(b) A security interest in consumer goods secures the obligation.

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

(26) "Consumer transaction" means a transaction in which: (a) an individual incurs an obligation primarily for personal, family, or household purposes, (b) a security interest secures the obligation, and (c) the collateral is held or acquired primarily for personal, family, or household purposes. "Consumer transaction" includes consumer-goods transactions.

~~(27)~~(27)(a) "Continuation statement" means an amendment of a financing statement that:

~~(a)~~(i) Identifies, by its file number, the initial financing statement to which it relates; and

~~(b)~~(ii) Indicates that it is a continuation statement for, or that it is filed to continue the effectiveness of, the identified financing statement.

(b) "Controllable account" means an account evidenced by a controllable electronic record that provides that the account debtor undertakes to pay the person that has control under section 1314.105 of the Revised Code of the controllable account record.

(c) "Controllable payment intangible" means a payment intangible evidenced by a controllable electronic record that provides that the account debtor undertakes to pay the person that has control under section 1314.105 of the Revised Code of the controllable electronic record.

(28) "Debtor" means:

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

(b) A seller of accounts, chattel paper, payment intangibles, or promissory notes; or

(c) A consignee.

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

(30) "Document" means a document of title or a receipt of the type described in division (B) of section 1307.201 of the Revised Code.

(31) ~~"Electronic chattel paper" means chattel paper evidenced by a record consisting of information stored in an electronic medium~~[Reserved.]

(a) "Electronic money" means money in an electronic form.

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

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

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

(a) Crops grown, growing, or to be grown, including:

(i) Crops produced on trees, vines, and bushes;

(ii) Aquatic goods produced in aquacultural operations;

(iii) Algacultural products as defined in section 901.511 of the Revised Code that are produced as a result of aglaculture meaning the farming of algae.

(b) Livestock, born or unborn, including aquatic goods produced in aquacultural operations;

(c) Supplies used or produced in a farming operation; or

(d) Products of crops or livestock in their unmanufactured states.

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

(36) "File number" means the number assigned to an initial financing statement under division (A) of section 1309.519 of the Revised Code.

(37) "Filing office" means an office designated in section 1309.501 of the Revised Code as the place to file a financing statement.

(38) "Filing-office rule" means a rule adopted under section 1309.526 of the Revised Code.

(39) "Financing statement" means a record composed of an initial financing statement and any filed record or records relating to the initial financing statement. For the purposes of this chapter, financing statements filed for recording with the secretary of state shall not be required to include social security or employer identification numbers.

(40) "Fixture filing" means the filing of a financing statement covering goods that are or are to become fixtures and satisfying divisions (A) and (B) of section 1309.502 of the Revised Code. "Fixture filing" includes the filing of a financing statement covering goods of a transmitting utility that are or are to become fixtures.

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

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

(43) "~~Good faith~~" ~~has the same meaning as in section 1301.201 of the Revised Code.~~
[Reserved.]

(44)(a) "Goods" means all things that are movable when a security interest attaches. "Goods" includes (i) fixtures, (ii) standing timber that is to be cut and removed under a conveyance or contract for sale, (iii) the unborn young of animals, (iv) crops grown, growing, or to be grown, even if the crops are produced on trees, vines, or bushes, and (v) manufactured homes.

(b) "Goods" also includes a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it customarily is considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods.

(c) "Goods" does not include a computer program embedded in goods that consist solely of the medium in which the program is embedded. "Goods" does not include accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, instruments, investment property, letter-of-credit rights, letters of credit, money, or oil, gas, or other minerals before extraction.

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

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

(47)(a) "Instrument" means a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment.

(b) "Instrument" does not include (i) investment property, (ii) letters of credit, ~~or~~ (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card, or (iv) writings that evidence chattel paper.

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

- (a) Are leased by a person as lessor;
- (b) Are held by a person for sale or lease or to be furnished under a contract of service;
- (c) Are furnished by a person under a contract of service; or
- (d) Consist of raw materials, work in process, or materials used or consumed in a business.

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

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

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

(52) "Lien creditor" means:

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

(b) An assignee for benefit of creditors from the time of assignment;

(c) A trustee in bankruptcy from the date of the filing of the petition; or

(d) A receiver in equity from the time of appointment.

(53) "Manufactured home" means a structure, transportable in one or more sections, that, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and that is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. "Manufactured home" includes any structure that meets all of the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the United States secretary of housing and urban development and complies with the standards established under Title 42 of the United States Code.

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

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

~~(b)~~ (ii) In which a manufactured home, other than a manufactured home held as inventory, is the primary collateral.

(b) "Money" has the same meaning as in section 1301.201 of the Revised Code, but does not include either of the following:

(i) A deposit account;

(ii) Money in an electronic form that cannot be subjected to control under section 1309.105

of the Revised Code.

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

(56) "New debtor" means a person that becomes bound as debtor under division (D) of section 1309.203 of the Revised Code by a security agreement previously entered into by another person.

(57)(a) "New value" means (i) money, (ii) money's worth in property, services, or new credit, or (iii) release by a transferee of an interest in property previously transferred to the transferee.

(b) "New value" does not include an obligation substituted for another obligation.

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

(59)(a) "Obligor" means a person who, with respect to an obligation secured by a security interest in or an agricultural lien on the collateral, (i) owes payment or other performance of the obligation, (ii) has provided property other than the collateral to secure payment or other performance of the obligation, or (iii) is otherwise accountable in whole or in part for payment or other performance of the obligation.

(b) "Obligor" does not include issuers or nominated persons under a letter of credit.

(60) "Original debtor," except as used in division (C) of section 1309.310 of the Revised Code, means a person who, as debtor, entered into a security agreement to which a new debtor has become bound under division (D) of section 1309.203 of the Revised Code.

(61) "Payment intangible" means a general intangible under which the account debtor's principal obligation is a monetary obligation. The term includes a controllable payment intangible.

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

(a) The spouse of the individual;

(b) A brother, brother-in-law, sister, or sister-in-law of the individual;

(c) An ancestor or lineal descendant of the individual or the individual's spouse; or

(d) Any other relative, by blood or marriage, of the individual or the individual's spouse who shares the same home with the individual.

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

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

(b) An officer or director of, or a person performing similar functions with respect to, the organization;

(c) An officer or director of, or a person performing similar functions with respect to, a person described in division (A)(63)(a) of this section;

(d) The spouse of an individual described in division (A)(63)(a), (b), or (c) of this section; or

(e) An individual who is related by blood or marriage to an individual described in division (A)(63)(a), (b), (c), or (d) of this section and shares the same home with the individual.

(64) "Proceeds," except as used in division (B) of section 1309.609 of the Revised Code, means the following property:

(a) Whatever is acquired upon the sale, lease, license, exchange, or other disposition of collateral;

(b) Whatever is collected on, or distributed on account of, collateral;

(c) Rights arising out of collateral;

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

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

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

(66) "Proposal" means a record ~~authenticated~~ signed by a secured party that includes the terms on which the secured party is willing to accept collateral in full or partial satisfaction of the obligation it secures pursuant to sections 1309.620, 1309.621, and 1309.622 of the Revised Code.

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

(a) Debt securities are issued;

(b) All or a portion of the securities issued have an initial stated maturity of at least twenty years; and

(c) The debtor, obligor, secured party, account debtor or other person obligated on collateral, assignor or assignee of a secured obligation, or assignor or assignee of a security interest is a state or a governmental unit of a state.

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

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

(b) An organic record of a business trust consisting of the record initially filed with a state and any record filed with the state that amends or restates the initial record, if a statute of the state governing business trusts requires that the record be filed with the state; or

(c) A record consisting of legislation enacted by the legislature of a state or the congress of the United States that forms or organizes an organization, any record amending the legislation, and any record filed with or issued by the state or the United States that amends or restates the name of the organization.

(69) "Pursuant to commitment," with respect to an advance made or other value given by a secured party, means pursuant to the secured party's obligation, whether or not a subsequent event of

default or other event not within the secured party's control has relieved or may relieve the secured party from its obligation.

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

(71) "Registered organization" means an organization formed or organized solely under the law of a single state or the United States by the filing of a public organic record with, the issuance of a public organic record by, or the enactment of legislation by the state or the United States. The term includes a business trust that is formed or organized under the law of a single state if a statute of the state governing business trusts requires that the business trust's organic record be filed with the state.

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

- (a) The obligor's obligation is secondary; or
- (b) The obligor has a right of recourse with respect to an obligation secured by collateral against the debtor, another obligor, or property of either.

(73) "Secured party" means:

- (a) A person in whose favor a security interest is created or provided for under a security agreement, whether or not any obligation to be secured is outstanding;
- (b) A person that holds an agricultural lien;
- (c) A consignor;
- (d) A person to whom accounts, chattel paper, payment intangibles, or promissory notes have been sold;
- (e) A trustee, indenture trustee, agent, collateral agent, or other representative in whose favor a security interest or agricultural lien is created or provided for; or
- (f) A person who holds a security interest arising under section 1302.42, 1302.49, 1302.85, 1304.20, 1305.18, or 1310.54 of the Revised Code.

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

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

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

~~(b) To cause the record or notification to be received within the time that it would have been received if properly sent under division (A)(74)(a) of this section [Reserved].~~

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

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

United States.

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

~~(79) "Tangible chattel paper" means chattel paper evidenced by a record consisting of information that is inscribed on a tangible medium~~[Reserved.]

(a) "Tangible money" means money in a tangible form.

(80) "Termination statement" means an amendment of a financing statement that:

(a) Identifies, by its file number, the initial financing statement to which it relates; and

(b) Indicates either that it is a termination statement or that the identified financing statement is no longer effective.

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

(a) Operating a railroad, subway, street railway, or trolley bus;

(b) Transmitting communications electrically, electromagnetically, or by light;

(c) Transmitting goods by pipeline or sewer; or

(d) Transmitting or producing and transmitting electricity, steam, gas, or water.

(B) Other definitions applying to this chapter are:

(1) "Applicant" has the same meaning as in section 1305.01 of the Revised Code.

(2) "Beneficiary" has the same meaning as in section 1305.01 of the Revised Code.

(3) "Broker" has the same meaning as in section 1308.01 of the Revised Code.

(4) "Certificated security" has the same meaning as in section 1308.01 of the Revised Code.

(5) "Check" has the same meaning as in section 1303.03 of the Revised Code.

(6) "Clearing corporation" has the same meaning as in section 1308.01 of the Revised Code.

(7) "Contract for sale" has the same meaning as in section 1302.01 of the Revised Code.

(8) "Control" with respect to a document of title, has the same meaning as in section 1307.106 of the Revised Code.

(9) "Controllable electronic record" has the same meaning as in section 1314.102 of the Revised Code.

(10) "Customer" has the same meaning as in section 1304.01 of the Revised Code.

~~(10)-(11)~~ "Entitlement holder" has the same meaning as in section 1308.01 of the Revised Code.

~~(11)-(12)~~ "Financial asset" has the same meaning as in section 1308.01 of the Revised Code.

~~(12)-(13)~~ "Holder in due course" has the same meaning as in section 1303.32 of the Revised Code.

~~(13)-(14)~~ "Issuer," with respect to a letter of credit or letter-of-credit right, has the same meaning as in section 1305.01 of the Revised Code.

~~(14)-(15)~~ "Issuer," with respect to a security, has the same meaning as in section 1308.08 of the Revised Code.

~~(15)-(16)~~ "Issuer," with respect to a document of title, has the same meaning as in section 1307.102 of the Revised Code.

~~(16)-(17)~~ "Lease," "lease agreement," "lease contract," "leasehold interest," "lessee," "lessee in ordinary course of business," "lessor," and "lessor's residual interest" have the same meanings as in section 1310.01 of the Revised Code.

~~(17)-(18)~~ "Letter of credit" has the same meaning as in section 1305.01 of the Revised Code.

~~(18)-(19)~~ "Merchant" has the same meaning as in section 1302.01 of the Revised Code.

~~(19)-(20)~~ "Negotiable instrument" has the same meaning as in section 1303.03 of the Revised Code.

~~(20)-(21)~~ "Nominated person" has the same meaning as in section 1305.01 of the Revised Code.

~~(21)-(22)~~ "Note" has the same meaning as in section 1303.03 of the Revised Code.

~~(22)-(23)~~ "Proceeds of a letter of credit" has the same meaning as in section 1305.13 of the Revised Code.

~~(24)~~ "Protected purchaser" has the same meaning as in section 1308.17 of the Revised Code.

~~(23)-(25)~~ "Prove" has the same meaning as in section 1303.01 of the Revised Code.

~~(26)~~ "Qualifying purchaser" has the same meaning as in section 1314.102 of the Revised Code.

~~(24)-(27)~~ "Sale" has the same meaning as in division (A)(11) of section 1302.01 of the Revised Code.

~~(25)-(28)~~ "Securities account" has the same meaning as in section 1308.51 of the Revised Code.

~~(26)-(29)~~ "Securities intermediary," "security," "security certificate," "security entitlement," and "uncertificated security" have the same meanings as in section 1308.01 of the Revised Code.

(C) In addition, Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretations applicable throughout this chapter.

Sec. 1309.104. Control of deposit account [UCC 9-104]

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

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

(2) The debtor, secured party, and bank have agreed in ~~an authenticated~~ a signed record that the bank will comply with instructions originated by the secured party directing disposition of the funds in the deposit account without further consent by the debtor; ~~or~~

(3) The secured party becomes the bank's customer with respect to the deposit account; or

(4) Another person other than the debtor:

(a) Has control of the deposit account and acknowledges that it has control on behalf of the secured party; or

(b) Obtains control of the deposit account after having acknowledged that it will obtain control of the deposit account on behalf of the secured party.

(B) A secured party that has satisfied division (A) of this section has control of a deposit account, even if the debtor retains the right to direct the disposition of funds from the deposit account.

Sec. 1309.105. Control of electronic copy of record evidencing chattel paper [UCC 9-105]

(A) ~~A secured party purchaser has control of electronic~~ an authoritative electronic copy of a record evidencing chattel paper if a system employed for evidencing the transfer assignment of interests in the chattel paper reliably establishes the secured party purchaser as the person to which the chattel paper authoritative electronic copy was assigned.

(B) A system satisfies division (A) of this section if the record or records ~~comprising~~ evidencing the chattel paper are created, stored, and assigned in such a manner that:

(1) A single authoritative copy of the record or records exists that is unique, identifiable, and, except as otherwise provided in divisions (B)(4), (5), and (6) of this section, unalterable;

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

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

(4) Copies or amendments that add or change an identified assignee of the authoritative copy may be made only with the consent of the ~~secured party purchaser~~;

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

(6) Any amendment of the authoritative copy is readily identifiable as authorized or unauthorized.

(C) A system satisfies division (A) of this section, and a purchaser has control of an authoritative electronic copy of a record evidencing chattel paper, if the electronic copy, a record attached to or logically associated with the electronic copy, or a system in which the electronic copy is recorded:

(1) Enables the purchaser to readily identify each electronic copy as either an authoritative copy or a nonauthoritative copy;

(2) Enables the purchaser to readily identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as the assignee of the authoritative electronic copy; and

(3) Gives the purchaser exclusive power, subject to division (D) of this section, to:

(a) Prevent others from adding or changing an identified assignee of the authoritative electronic copy; and

(b) Transfer control of the authoritative electronic copy.

(D) Subject to division (E) of this section, a power is exclusive under divisions (C)(3)(a) and (b) of this section even if:

(1) The authoritative electronic copy, a record attached to or logically associated with the

authoritative electronic copy, or a system in which the authoritative electronic copy is recorded limits the use of the authoritative electronic copy or has a protocol programmed to cause a change, including a transfer or loss of control; or

(2) The power is shared with another person.

(E) A power of a purchaser is not shared with another person under division (D)(2) of this section and the purchaser's power is not exclusive if:

(1) The purchaser can exercise the power only if the power is also exercised by the other person; and

(2) The other person:

(a) Can exercise power without exercise of the power of the purchaser; or

(b) Is the transferor to the purchaser of an interest in the chattel paper.

(F) If a purchaser has the powers specified in divisions (C)(3)(a) and (b) of this section, the powers are presumed to be exclusive.

(G) A purchaser has control of an authoritative electronic copy of a record evidencing chattel paper if another person, other than the transferor to the purchaser of an interest in the chattel paper:

(1) Has control of the authoritative electronic copy and acknowledges that it has control on behalf of the purchaser; or

(2) Obtains control of the authoritative electronic copy after having acknowledged that it will obtain control of the electronic copy on behalf of the purchaser.

Sec. 1309.111. Control of electronic money [UCC 9-105A]

(A) A person has control of electronic money if both of the following apply:

(1) The electronic money, a record attached to or logically associated with the electronic money, or a system in which the electronic money is recorded gives the person both of the following:

(a) Power to avail itself of substantially all the benefits from the electronic money;

(b) Exclusive power, subject to division (B) of this section, to do both of the following:

(i) Prevent others from availing themselves of substantially all the benefit from the electronic money;

(ii) Transfer control of the electronic money to another person or cause another person to obtain control of other electronic money as a result of the transfer of the electronic money.

(2) The electronic money, a record attached to or logically associated with the electronic money, or a system in which the electronic money is recorded enables the person to readily identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as having the powers under division (A)(1) of this section.

(B) Subject to division (C) of this section, a power is exclusive under divisions (A)(1)(b)(i) and (ii) of this section even if either or both of the following apply:

(1) The electronic money, a record attached to or logically associated with the electronic money, or a system in which the electronic money is recorded limits the use of the electronic money

or has a protocol programmed to cause a change, including a transfer or loss of control;

(2) The power is shared with another person.

(C) A power of a person is not shared with another person under division (B)(2) of this section and the person's power is not exclusive if both of the following apply:

(1) The person can exercise the power only if the power is also exercised by the other person.

(2) The other person either:

(a) Can exercise the power without exercise of the power by the person;

(b) Is the transferor to the person of an interest in the electronic money.

(D) If a person has the powers specified in divisions (A)(1)(b)(i) and (ii) of this section, the powers are presumed to be exclusive.

(E) A person has control of electronic money if another person, other than the transferor to the person of an interest in the electronic money, either:

(1) Has control of the electronic money and acknowledges that it has control on behalf of the person;

(2) Obtains control of the electronic money after having acknowledged that it will obtain control of the electronic money on behalf of the person.

Sec. 1309.112. Control of controllable electronic record, controllable account, or controllable payment intangible [UCC 9-107A]

(A) A secured party has control of a controllable electronic record as provided in section 1314.105 of the Revised Code.

(B) A secured party has control of a controllable account or controllable payment intangible if the secured party has control of the controllable electronic record that evidences the controllable account or controllable payment intangible.

Sec. 1309.113. No requirement to acknowledge or confirm; no duties [UCC 9-107B]

(A) A person that has control under section 1309.104 or 1309.105 of the Revised Code is not required to acknowledge that it has control on behalf of another person.

(B) If a person acknowledges that it has or will obtain control on behalf of another person, unless the person otherwise agrees or law other than this chapter otherwise provides, the person does not owe any duty to the other person and is not required to confirm the acknowledgment to any other person.

Sec. 1309.203. Attachment and enforceability of security interest; proceeds; supporting obligations; formal requisites [UCC 9-203]

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

(B) Except as otherwise provided in divisions (C) to (I) of this section, a security interest is enforceable against the debtor and third parties with respect to the collateral only if:

(1) Value has been given;

(2) The debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party; and

(3) One of the following conditions is met:

(a) The debtor has ~~authenticated~~ signed a security agreement that provides a description of the collateral and, if the security interest covers timber to be cut, a description of the land concerned;

(b) The collateral is not a certificated security and is in the possession of the secured party under section 1309.313 of the Revised Code pursuant to the debtor's security agreement;

(c) The collateral is a certificated security in registered form and the security certificate has been delivered to the secured party under section 1308.27 of the Revised Code pursuant to the debtor's security agreement; ~~or~~

(d) The collateral is controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic chattel paper documents, electronic money, investment property, or letter-of-credit rights, or electronic documents, and the secured party has control under section 1307.106, 1309.104, 1309.105, 1309.106, ~~or~~ 1309.107, 1309.111, or 1309.112 of the Revised Code pursuant to the debtor's security agreement;

(e) The collateral is chattel paper and the secured party has possession and control under section 1309.345 of the Revised Code pursuant to the debtor's security agreement.

(C) Division (B) of this section is subject to section 1304.20 of the Revised Code on the security interest of a collecting bank, section 1305.18 of the Revised Code on the security interest of a letter-of-credit issuer or nominated person, section 1309.110 of the Revised Code on a security interest arising under Chapter 1302. or 1310. of the Revised Code, and section 1309.206 of the Revised Code on security interests in investment property.

(D) A person becomes bound as debtor by a security agreement entered into by another person if, by operation of law other than this article or by contract:

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

(2) The person becomes generally obligated for the obligations of the other person, including the obligation secured under the security agreement, and acquires or succeeds to all or substantially all of the assets of the other person.

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

(1) The agreement satisfies division (B)(3) of this section with respect to existing or after-acquired property of the new debtor to the extent the property is described in the agreement; and

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

(F) The attachment of a security interest in collateral gives the secured party the rights to proceeds provided by section 1309.315 of the Revised Code and is also attachment of a security interest in a supporting obligation for the collateral.

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

(H) The attachment of a security interest in a securities account is also attachment of a security interest in the security entitlements carried in the securities account.

(I) The attachment of a security interest in a commodity account is also attachment of a security interest in the commodity contracts carried in the commodity account.

Sec. 1309.204. After-acquired property; future advances [UCC 9-204]

(A) Except as provided in division (B) of this section, a security agreement may create or provide for a security interest in after-acquired collateral.

(B) A-Subject to division (D) of this section, a security interest does not attach under a term constituting an after-acquired property clause to:

(1) Consumer goods other than accessions when given as additional security unless the debtor acquires rights in them within ten days after the secured party gives value; or

(2) A commercial tort claim.

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

(D) Division (B) of this section does not prevent a security interest from attaching to any of the following:

(1) To consumer goods as proceeds under section 1309.315 of the Revised Code or as commingled goods under section 1309.336 of the Revised Code;

(2) To a commercial tort claim as proceeds under section 1309.315 of the Revised Code;

(3) Under an after-acquired property clause to property that is proceeds of consumer goods or a commercial tort claim.

Sec. 1309.207. Rights and duties of secured party having possession or control of collateral [UCC 9-207]

(A) Except as otherwise provided in division (D) of this section, a secured party shall use reasonable care in the custody and preservation of collateral in the secured party's possession. In the case of an instrument or chattel paper, reasonable care includes taking necessary steps to preserve rights against prior parties unless otherwise agreed.

(B) Except as otherwise provided in division (D) of this section, if a secured party has possession of collateral:

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

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

(3) The secured party shall keep the collateral identifiable but fungible collateral may be commingled; and

(4) The secured party may use or operate the collateral:

(a) For the purpose of preserving the collateral or its value;

(b) As permitted by an order of a court having competent jurisdiction; or

(c) Except in the case of consumer goods, in the manner and to the extent agreed by the debtor.

(C) Except as otherwise provided in division (D) of this section, a secured party having possession of collateral or control of collateral under section 1307.106, 1309.104, 1309.105, 1309.106, ~~or 1309.107, 1309.111, or 1309.112~~ of the Revised Code:

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

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

(3) May create a security interest in the collateral.

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

(1) Division (A) of this section does not apply unless the secured party is entitled under an agreement:

(a) To charge back uncollected collateral; or

(b) Otherwise to full or limited recourse against the debtor or a secondary obligor based on the nonpayment or other default of an account debtor or other obligor on the collateral; and

(2) Divisions (B) and (C) of this section do not apply.

Sec. 1309.208. Additional duties of secured party having control of collateral [UCC 9-208]

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

(B) Within ten days after receiving ~~an authenticated~~ a signed demand by the debtor:

(1) A secured party having control of a deposit account under division (A)(2) of section 1309.104 of the Revised Code shall send to the bank with which the deposit account is maintained ~~an authenticated statement~~ a signed record that releases the bank from any further obligation to comply with instructions originated by the secured party.

(2) A secured party having control of a deposit account under division (A)(3) of section 1309.104 of the Revised Code shall:

(a) Pay the debtor the balance on deposit in the deposit account; or

(b) Transfer the balance on deposit into a deposit account in the debtor's name.

(3) A secured party, other than a buyer, having control under section 1309.105 of the Revised Code of an authoritative electronic copy of a record evidencing chattel paper ~~under section 1309.105 of the Revised Code~~ shall:

~~(a) Communicate the authoritative copy of the electronic chattel paper to the debtor or its designated custodian;~~

~~(b) If the debtor designates a custodian that is the designated custodian with which the authoritative copy of the electronic chattel paper is maintained for the secured party, communicate to the custodian an authenticated record releasing the designated custodian from any further obligation to comply with instructions originated by the secured party and instructing the custodian to comply with instructions originated by the debtor; and~~

~~(c) Take appropriate action to enable the debtor or its designated custodian to make copies of or revisions to the authoritative copy that add or change an identified assignee of the authoritative copy without the consent of the secured party. transfer control of the electronic copy to the debtor or a person designated by the debtor;~~

(4) A secured party having control of investment property under division (D)(2) of section 1308.24 or division (B) of section 1309.106 of the Revised Code shall send to the securities intermediary or commodity intermediary with which the security entitlement or commodity contract is maintained ~~an authenticated~~ a signed record that releases the securities intermediary or commodity intermediary from any further obligation to comply with entitlement orders or directions originated by the secured party; and

(5) A secured party having control of a letter-of-credit right under section 1309.107 of the Revised Code shall send to each person having an unfulfilled obligation to pay or deliver proceeds of the letter of credit to the secured party ~~an authenticated~~ a signed release from any further obligation to pay or deliver proceeds of the letter of credit to the secured party;

(6) A secured party having control under section 1307.106 of the Revised Code of an authoritative electronic copy of an electronic document shall:

~~(a) Give control of the electronic document to the debtor or its designated custodian;~~

~~(b) If the debtor designates a custodian that is the designated custodian with which the authoritative copy of the electronic document is maintained for the secured party, communicate to the custodian an authenticated record releasing the designated custodian from any further obligation to comply with instructions originated by the secured party and instructing the custodian to comply with instructions originated by the debtor; and~~

~~(c) Take appropriate action to enable the debtor or its designated custodian to make copies of or revisions to the authoritative copy which add or change an identified assignee of the authoritative copy without the consent of the secured party. transfer control of the electronic copy to the debtor or a person designated by the debtor;~~

(7) A secured party having control under section 1309.111 of the Revised Code of electronic money shall transfer control of the electronic money to the debtor or a person designated by the debtor; and

(8) A secured party having control under section 1314.105 of the Revised Code of a controllable electronic record, other than a buyer of a controllable account or a controllable payment

intangible evidenced by the controllable electronic record, shall transfer control of the controllable electronic record to the debtor or a person designated by the debtor.

Sec. 1309.209. Duties of secured party if account debtor has been notified of assignment [UCC 9-209]

(A) Except as otherwise provided in division (C) of this section, this section applies if:

(1) There is no outstanding secured obligation; and

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

(B) Within ten days after receiving ~~an authenticated~~ a signed demand by the debtor, a secured party shall send to an account debtor that has received notification under section 1309.406 or 1314.106 of the Revised Code of an assignment to the secured party as assignee ~~under division (A) of section 1309.406 of the Revised Code~~ an authenticated a signed record that releases the account debtor from any further obligation to the secured party.

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

Sec. 1309.210. Request for accounting; request regarding list of collateral or statement of account [UCC 9-210]

(A) As used in this section:

(1) "Request" means a record of a type described in division (A)(2), (3), or (4) of this section.

(2) "Request for an accounting" means a record ~~authenticated~~ signed by a debtor requesting that the recipient provide an accounting of the unpaid obligations secured by collateral and reasonably identifying the transaction or relationship that is the subject of the request.

(3) "Request regarding a list of collateral" means a record ~~authenticated~~ signed by a debtor requesting that the recipient approve or correct a list of what the debtor believes to be the collateral securing an obligation and reasonably identifying the transaction or relationship that is the subject of the request.

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

(B) Subject to divisions (C), (D), (E), and (F) of this section, a secured party, other than a buyer of accounts, chattel paper, payment intangibles, or promissory notes or a consignor, shall comply with a request within fourteen days after receipt:

(1) In the case of a request for an accounting, by ~~authenticating~~ signing and sending to the debtor an accounting; and

(2) In the case of a request regarding a list of collateral or a request regarding a statement of account, by ~~authenticating~~ signing and sending to the debtor an approval or correction.

(C) A secured party that claims a security interest in all of a particular type of collateral owned by the debtor may comply with a request regarding a list of collateral by sending to the debtor ~~an authenticated~~ a signed record including a statement to that effect within fourteen days after receipt.

(D) A person that receives a request regarding a list of collateral, claims no interest in the collateral when it receives the request, and claimed an interest in the collateral at an earlier time shall comply with the request within fourteen days after receipt by sending to the debtor ~~an authenticated~~ a signed record:

(1) Disclaiming any interest in the collateral; and

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

(E) A person that receives a request for an accounting or a request regarding a statement of account, claims no interest in the obligations when it receives the request, and claimed an interest in the obligations at an earlier time shall comply with the request within fourteen days after receipt by sending to the debtor ~~an authenticated~~ a signed record:

(1) Disclaiming any interest in the obligations; and

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

(F) A debtor is entitled without charge to one response to a request under this section during any six-month period. The secured party may require payment of a charge not exceeding twenty-five dollars for each additional response.

Sec. 1309.301. Law governing perfection and priority of security interests [UCC 9-301]

Except as otherwise provided in sections 1309.303 to 1309.306 and section 1309.344 of the Revised Code, the following rules determine the law governing perfection, the effect of perfection or nonperfection, and the priority of a security interest in collateral:

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

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

(C) Except as otherwise provided in division (D) of this section, while ~~tangible~~ tangible negotiable documents, goods, instruments, or tangible money, or tangible chattel paper is located in a jurisdiction, the local law of that jurisdiction governs:

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

(2) Perfection of a security interest in timber to be cut; and

(3) The effect of perfection or nonperfection and the priority of a nonpossessory security interest in the collateral.

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

Sec. 1309.304. Law governing perfection and priority of security interests in deposit accounts [UCC 9-304]

(A) The local law of a bank's jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in a deposit account maintained with that bank even if the transaction does not bear any relation to the bank's jurisdiction.

(B) The following rules determine a bank's jurisdiction for purposes of this section:

(1) If an agreement between the bank and the debtor governing the deposit account expressly provides that a particular jurisdiction is the bank's jurisdiction for purposes of this chapter or Chapters 1301. to 1305. and 1307. to 1310. of the Revised Code, that jurisdiction is the bank's jurisdiction.

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

(3) If neither division (B)(1) nor (2) of this section applies and an agreement between the bank and its customer governing the deposit account expressly provides that the deposit account is maintained at an office in a particular jurisdiction, that jurisdiction is the bank's jurisdiction.

(4) If neither division (B)(1), (2), nor (3) of this section applies, the bank's jurisdiction is the jurisdiction in which the office identified in an account statement as the office serving the customer's account is located.

(5) If neither division (B)(1), (2), (3), nor (4) of this section applies, the bank's jurisdiction is the jurisdiction in which the chief executive office of the bank is located.

Sec. 1309.305. Law governing perfection and priority of security interests in investment property [UCC 9-305]

(A) Except as otherwise provided in division (C) of this section, the following rules apply:

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

(2) The local law of the issuer's jurisdiction as specified in division (D) of section 1308.05 of the Revised Code governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in an uncertificated security.

(3) The local law of the securities intermediary's jurisdiction as specified in division (E) of section 1308.05 of the Revised Code governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in a security entitlement or securities account.

(4) The local law of the commodity intermediary's jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in a commodity contract or

commodity account.

(5) Divisions (A)(2), (3), and (4) of this section apply even if the transaction does not bear any relation to the jurisdiction.

(B) The following rules determine a commodity intermediary's jurisdiction for purposes of sections 1309.301 to 1309.342 of the Revised Code:

(1) If an agreement between the commodity intermediary and commodity customer governing the commodity account expressly provides that a particular jurisdiction is the commodity intermediary's jurisdiction for purposes of sections 1309.301 to 1309.342 of the Revised Code, this chapter, or Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., and 1310. of the Revised Code, that jurisdiction is the commodity intermediary's jurisdiction.

(2) If division (B)(1) of this section does not apply and an agreement between the commodity intermediary and commodity customer governing the commodity account expressly provides that the agreement is governed by the law of a particular jurisdiction, that jurisdiction is the commodity intermediary's jurisdiction.

(3) If neither division (B)(1) nor (2) of this section applies and an agreement between the commodity intermediary and commodity customer governing the commodity account expressly provides that the commodity account is maintained at an office in a particular jurisdiction, that jurisdiction is the commodity intermediary's jurisdiction.

(4) If neither division (B)(1), (2), nor (3) of this section applies, the commodity intermediary's jurisdiction is the jurisdiction in which the office identified in an account statement as the office serving the commodity customer's account is located.

(5) If neither division (B)(1), (2), (3), nor (4) of this section applies, the commodity intermediary's jurisdiction is the jurisdiction in which the chief executive office of the commodity intermediary is located.

(C) The local law of the jurisdiction in which the debtor is located governs:

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

(2) Automatic perfection of a security interest in investment property created by a broker or securities intermediary; and

(3) Automatic perfection of a security interest in a commodity contract or commodity account created by a commodity intermediary.

Sec. 1309.310. When filing required to perfect security interest or agricultural lien; security interests and agricultural liens to which filing provisions do not apply [UCC 9-310]

(A) Except as otherwise provided in division (B) of this section and division (B) of section 1309.312 of the Revised Code, a financing statement must be filed to perfect all security interests and agricultural liens.

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

(1) That is perfected under division (D), (E), (F), or (G) of section 1309.308 of the Revised Code;

- (2) That is perfected under section 1309.309 of the Revised Code when it attaches;
- (3) In property subject to a statute, regulation, or treaty described in division (A) of section 1309.311 of the Revised Code;
- (4) In goods in possession of a bailee which is perfected under division (D)(1) or (2) of section 1309.312 of the Revised Code;
- (5) In certificated securities, documents, goods, or instruments which is perfected without filing, control, or possession under division (E), (F), or (G) of section 1309.312 of the Revised Code;
- (6) In collateral in the secured party's possession under section 1309.313 of the Revised Code;
- (7) In a certificated security perfected by delivery of the security certificate to the secured party under section 1309.313 of the Revised Code;
- ~~(8)~~ (8)(a) In controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic chattel paper, electronic documents, investment property, or letter-of-credit rights perfected by control under section 1309.314 of the Revised Code;
- (b) In chattel paper which is perfected by possession and control under section 1309.345 of the Revised Code.
- (9) In proceeds which is perfected under section 1309.315 of the Revised Code; ~~or~~
- (10) That is perfected under section 1309.316 of the Revised Code.
- (C) If a secured party assigns a perfected security interest or agricultural lien, a filing under this chapter is not required to continue the perfected status of the security interest against creditors of and transferees from the original debtor.

Sec. 1309.312. Perfection of security interests in chattel paper, controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, negotiable documents, goods covered by documents, instruments, investment property, letter-of-credit rights, and money; perfection by permissive filing; temporary perfection without filing or transfer of possession [UCC 9-312]

(A) A security interest in chattel paper, ~~negotiable documents~~ controllable accounts, controllable electronic records, controllable payment intangibles, instruments, ~~or~~ investment property, or negotiable documents may be perfected by filing.

(B) Except as otherwise provided in divisions (C) and (D) of section 1309.315 of the Revised Code for proceeds:

- (1) A security interest in a deposit account may be perfected only by control under section 1309.314 of the Revised Code;
- (2) ~~And except~~ Except as otherwise provided in division (D) of section 1309.308 of the Revised Code, a security interest in a letter-of-credit right may be perfected only by control under section 1309.314 of the Revised Code; ~~and~~
- (3) A security interest in tangible money may be perfected only by the secured party's taking possession under section 1309.313 of the Revised Code;

(4) A security interest in electronic money may be perfected only by control under section 1309.314 of the Revised Code.

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

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

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

(D) While goods are in the possession of a bailee that has issued a non-negotiable document covering the goods, a security interest in the goods may be perfected by:

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

(2) The bailee's receipt of notification of the secured party's interest; or

(3) Filing as to the goods.

(E) A security interest in certificated securities, or negotiable documents, or instruments is perfected without filing or the taking of possession or control for a period of twenty days from the time it attaches to the extent that it arises for new value given under ~~an authenticated~~ a signed security agreement.

(F) A perfected security interest in a negotiable document or goods in possession of a bailee, other than one that has issued a negotiable document for the goods, remains perfected for a period of twenty days without filing if the secured party makes available to the debtor the goods or documents representing the goods for the purpose of:

(1) Ultimate sale or exchange; or

(2) Loading, unloading, storing, shipping, trans-shipping, manufacturing, processing, or otherwise dealing with them in a manner preliminary to their sale or exchange.

(G) A perfected security interest in an instrument or certificated security remains perfected for twenty days without filing if the secured party delivers the security certificate or instrument to the debtor for the purpose of:

(1) Ultimate sale or exchange; or

(2) Presentation, collection, enforcement, renewal, or registration of transfer.

(H) After the twenty-day period specified in divisions (E), (F), or (G) of this section expires, perfection depends upon compliance with this chapter.

Sec. 1309.313. When possession by or delivery to secured party perfects security interest without filing [UCC 9-313]

(A) Except as otherwise provided in division (B) of this section, a secured party may perfect a security interest in ~~tangible negotiable documents,~~ goods, instruments, negotiable tangible documents, or tangible money, ~~or tangible chattel paper~~ by taking possession of the collateral. A secured party may perfect a security interest in certificated securities by taking delivery of the certificated securities under section 1308.27 of the Revised Code.

(B) With respect to goods covered by a certificate of title issued by this state, a secured party may perfect a security interest in the goods by taking possession of the goods only in the circumstances described in division (D) of section 1309.316 of the Revised Code.

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

(1) The person in possession ~~authenticates~~ signs a record acknowledging that the person holds possession of the collateral for the secured party's benefit; or

(2) The person takes possession of the collateral after having ~~authenticated~~ signed a record acknowledging that the person will hold possession of the collateral for the secured party's benefit.

(D) If perfection of a security interest depends upon possession of the collateral by a secured party, perfection occurs ~~no~~ not earlier than the time the secured party takes possession and continues only while the secured party retains possession.

(E) A security interest in a certificated security in registered form is perfected by delivery when delivery of the certificated security occurs under section 1308.27 of the Revised Code and remains perfected by delivery until the debtor obtains possession of the security certificate.

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

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

(1) The acknowledgment is effective under division (C) of this section or division (A) of section 1308.27 of the Revised Code, even if the acknowledgment violates the rights of a debtor; and

(2) Unless the person otherwise agrees or law other than this chapter otherwise provides, the person does not owe any duty to the secured party and is not required to confirm the acknowledgment to another person.

(H) A secured party having possession of collateral does not relinquish possession by delivering the collateral to a person other than the debtor or a lessee of the collateral from the debtor in the ordinary course of the debtor's business if the person was instructed before the delivery or is instructed contemporaneously with the delivery:

(1) To hold possession of the collateral for the secured party's benefit; or

(2) To redeliver the collateral to the secured party.

(I) A secured party does not relinquish possession, even if a delivery under division (H) of this section violates the rights of a debtor. A person to whom collateral is delivered under division (H) of this section does not owe any duty to the secured party and is not required to confirm the delivery to another person unless the person otherwise agrees or law other than this chapter otherwise provides.

Sec. 1309.314. Perfection by control [UCC 9-314]

(A) A security interest in ~~investment property, deposit accounts, letter of credit rights,~~

~~electronic chattel paper, or electronic documents~~ controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic documents, electronic money, investment property, or letter-of-credit rights may be perfected by control of the collateral under section 1307.106, 1309.104, ~~1309.105,~~ 1309.106, ~~or 1309.107,~~ 1309.111, or 1309.112 of the Revised Code.

(B) A security interest in ~~deposit accounts, electronic chattel paper, letter-of-credit rights, or electronic documents~~ controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic documents, electronic money, or letter-of-credit rights is perfected by control under section 1307.106, 1309.104, ~~1309.105,~~ ~~or 1309.107,~~ 1309.111, or 1309.112 of the Revised Code ~~when not earlier than the time~~ the secured party obtains control and remains perfected by control only while the secured party retains control.

(C) A security interest in investment property is perfected by control under section 1309.106 of the Revised Code ~~from not earlier than~~ the time the secured party obtains control and remains perfected by control until:

(1) The secured party does not have control; and

(2) One of the following occurs:

(a) If the collateral is a certificated security, the debtor has or acquires possession of the security certificate;

(b) If the collateral is an uncertificated security, the issuer has registered or registers the debtor as the registered owner; or

(c) If the collateral is a security entitlement, the debtor is or becomes the entitlement holder.

Sec. 1309.316. Continued perfection of security interest following change in governing law [UCC 9-316]

(A) A security interest perfected pursuant to the law of the jurisdiction designated in division (A) of section 1309.301 ~~or~~ division (C) of section 1309.305, division (D) of section 1309.343, or division (B) of section 1309.344 of the Revised Code remains perfected until the earliest of:

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

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

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

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

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

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

(2) Thereafter, the collateral is brought into another jurisdiction; and

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

(D) Except as otherwise provided in division (E) of this section, a security interest in goods covered by a certificate of title that is perfected by any method under the law of another jurisdiction when the goods become covered by a certificate of title from this state remains perfected until the security interest would have become unperfected under the law of the other jurisdiction had the goods not become so covered.

(E) A security interest described in division (D) of this section becomes unperfected as against a purchaser of the goods for value and is deemed never to have been perfected as against a purchaser of the goods for value if the applicable requirements for perfection under division (B) of section 1309.311 or section 1309.313 of the Revised Code are not satisfied before the earlier of:

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

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

(F) A security interest in chattel paper, controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, letter-of-credit rights, or investment property that is perfected under the law of the chattel paper's jurisdiction, the controllable electronic record's jurisdiction, the bank's jurisdiction, the issuer's jurisdiction, a nominated person's jurisdiction, the securities intermediary's jurisdiction, or the commodity intermediary's jurisdiction, as applicable, remains perfected until the earlier of:

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

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

(G) If a security interest described in division (F) of this section becomes perfected under the law of the other jurisdiction before the earlier of the time or the end of the period described in that division, it remains perfected thereafter. If the security interest does not become perfected under the law of the other jurisdiction before the earlier of that time or the end of that period, it becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

(H) The following rules apply to collateral to which a security interest attaches within four months after the debtor changes its location to another jurisdiction:

(1) A financing statement filed before the change pursuant to the law of the jurisdiction designated in division (A) of section 1309.301 or division (C) of section 1309.305 of the Revised Code is effective to perfect a security interest in the collateral if the financing statement would have

been effective to perfect a security interest in the collateral had the debtor not changed its location.

(2) If a security interest perfected by a financing statement that is effective under division (H)(1) of this section becomes perfected under the law of the other jurisdiction before the earlier of the time the financing statement would have become ineffective under the law of the jurisdiction designated in division (A) of section 1309.301 or division (C) of section 1309.305 of the Revised Code or the expiration of the four-month period, it remains perfected thereafter. If the security interest does not become perfected under the law of the other jurisdiction before the earlier time or event, it becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

(I) If a financing statement naming an original debtor is filed pursuant to the law of the jurisdiction designated in division (A) of section 1309.301 or division (C) of section 1309.305 of the Revised Code and the new debtor is located in another jurisdiction, the following rules apply:

(1) The financing statement is effective to perfect a security interest in collateral acquired by the new debtor before, and within four months after, the new debtor becomes bound under division (D) of section 1309.203 of the Revised Code, if the financing statement would have been effective to perfect a security interest in the collateral had the collateral been acquired by the original debtor.

(2) A security interest perfected by the financing statement and that becomes perfected under the law of the other jurisdiction before the earlier of the time the financing statement would have become ineffective under the law of the jurisdiction designated in division (A) of section 1309.301 or division (C) of section 1309.305 of the Revised Code or the expiration of the four-month period remains perfected thereafter. A security interest that is perfected by the financing statement but that does not become perfected under the law of the other jurisdiction before the earlier time or event becomes unperfected and is deemed never to have been perfected as against a purchaser of the collateral for value.

Sec. 1309.317. Interests that take priority over or take free of security interest or agricultural lien [UCC 9-317]

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

(1) A person entitled to priority under section 1309.322 of the Revised Code; and

(2) Except as otherwise provided in division (E) of this section, a person who becomes a lien creditor before the earlier of the time:

(a) The security interest or agricultural lien is perfected; or

(b) One of the conditions specified in division (B)(3) of section 1309.203 of the Revised Code is met and a financing statement covering the collateral is filed.

(B) Except as otherwise provided in division (E) of this section, a buyer, other than a secured party, of ~~tangible chattel paper, tangible documents,~~ goods, instruments, tangible documents, or a certificated security takes free of a security interest or agricultural lien if the buyer gives value and receives delivery of the collateral without knowledge of the security interest or agricultural lien and before it is perfected.

(C) Except as otherwise provided in division (E) of this section, a lessee of goods takes free of a security interest or agricultural lien if the lessee gives value and receives delivery of the collateral without knowledge of the security interest or agricultural lien and before it is perfected.

(D) ~~A~~ Subject to divisions (F) to (I) of this section, a licensee of a general intangible or a buyer, other than a secured party, of collateral other than ~~tangible chattel paper~~ electronic money, tangible documents, goods, instruments, tangible documents, or a certificated security takes free of a security interest if the licensee or buyer gives value without knowledge of the security interest and before it is perfected.

(E) Except as otherwise provided in sections 1309.320 and 1309.321 of the Revised Code, if a person files a financing statement with respect to a purchase money security interest before or within twenty days after the debtor receives delivery of the collateral, the security interest takes priority over the rights of a buyer, lessee, or lien creditor that arise between the time the security interest attaches and the time of filing.

(F) A buyer, other than a secured party, of chattel paper takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and:

(1) Receives delivery of each authoritative copy of the record evidencing the chattel paper;
and

(2) If each authoritative electronic copy of the record evidencing the chattel paper can be subjected to control under section 1309.105 of the Revised Code, obtains control of each authoritative electronic copy.

(G) A buyer of an electronic document takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and, if each authoritative electronic copy of the document can be subjected to control under section 1307.106 of the Revised Code, obtains control of each authoritative electronic copy.

(H) A buyer of a controllable electronic record takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of the controllable electronic record.

(I) A buyer, other than a secured party, of a controllable account or a controllable payment intangible takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of the controllable account or controllable payment intangible.

Sec. 1309.323. Future advances [UCC 9-323]

(A) Except as otherwise provided in division (C) of this section, for purposes of determining the priority of a perfected security interest under division (A)(1) of section 1309.322 of the Revised Code, perfection of the security interest dates from the time an advance is made to the extent that the security interest secures an advance that:

(1) Is made while the security interest is perfected only:

(a) Under section 1309.309 of the Revised Code when it attaches; or

(b) Temporarily under division (E), (F), or (G) of section 1309.312 of the Revised Code.

(2) Is not made pursuant to a commitment entered into before or while the security interest is perfected by a method other than under section 1309.309 or division (E), (F), or (G) of section 1309.312 of the Revised Code.

(B) Except as otherwise provided in division (C) of this section, a security interest is subordinate to the rights of a person that becomes a lien creditor to the extent that the security interest secures advances made more than forty-five days after the person becomes a lien creditor unless the advance is made:

- (1) Without knowledge of the lien; or
- (2) Pursuant to a commitment entered into without knowledge of the lien.

(C) Divisions (A) and (B) of this section do not apply to a security interest held by a secured party that is a buyer of accounts, chattel paper, payment intangibles, or promissory notes or a consignor.

(D) Except as otherwise provided in division (E) of this section, a buyer of goods ~~other than a buyer in ordinary course of business~~ takes free of a security interest to the extent that it secures advances made after the earlier of:

- (1) The time the secured party acquires knowledge of the buyer's purchase; or
- (2) Forty-five days after the purchase.

(E) Division (D) of this section does not apply if the advance is made pursuant to a commitment entered into without knowledge of the buyer's purchase and before the expiration of the forty-five-day period.

(F) Except as otherwise provided in division (G) of this section, a lessee of goods, ~~other than a lessee in ordinary course of business~~, takes the leasehold interest free of a security interest to the extent that it secures advances made after the earlier of:

- (1) The time the secured party acquires knowledge of the lease; or
- (2) Forty-five days after the lease contract becomes enforceable.

(G) Division (F) of this section does not apply if the advance is made pursuant to a commitment entered into without knowledge of the lease and before the expiration of the forty-five-day period.

Sec. 1309.324. Priority of purchase-money security interests [UCC 9-324]

(A) Except as otherwise provided in division (G) of this section, a perfected purchase money security interest in goods other than inventory or livestock has priority over a conflicting security interest in the same goods, and, except as otherwise provided in section 1309.327 of the Revised Code, a perfected security interest in its identifiable proceeds also has priority, if the purchase money security interest is perfected when the debtor receives possession of the collateral or within twenty days thereafter.

(B) Subject to division (C) of this section and except as otherwise provided in division (G) of this section, a perfected purchase money security interest in inventory has priority over a

conflicting security interest in the same inventory, has priority over a conflicting security in chattel paper or an instrument constituting proceeds of the inventory and in proceeds of the chattel paper, if provided in section 1309.330 of the Revised Code, and, except as otherwise provided in section 1309.327 of the Revised Code, also has priority in identifiable cash proceeds of the inventory to the extent the identifiable cash proceeds are received on or before the delivery of the inventory to a buyer if:

(1) The purchase money security interest is perfected when the debtor receives possession of the inventory;

(2) The purchase money secured party sends ~~an authenticated~~ a signed notification to the holder of the conflicting security interest;

(3) The holder of the conflicting security interest receives the notification within five years before the debtor receives possession of the inventory; and

(4) The notification states that the person sending the notification has or expects to acquire a purchase money security interest in inventory of the debtor and describes the inventory.

(C) Divisions (B)(2), (3), and (4) of this section apply only if the holder of the conflicting security interest filed a financing statement covering the same types of inventory:

(1) If the purchase money security interest is perfected by filing, before the date of the filing;
or

(2) If the purchase money security interest is temporarily perfected without filing or possession under division (F) of section 1309.312 of the Revised Code, before the beginning of the twenty-day period.

(D) Subject to division (E) of this section and except as otherwise provided in division (G) of this section, a perfected purchase money security interest in livestock that are farm products has priority over a conflicting security interest in the same livestock, and, except as otherwise provided in section 1309.327 of the Revised Code, a perfected security interest in their identifiable proceeds and identifiable products in their unmanufactured states also has priority, if:

(1) The purchase money security interest is perfected when the debtor receives possession of the livestock;

(2) The purchase money secured party sends ~~an authenticated~~ a signed notification to the holder of the conflicting security interest;

(3) The holder of the conflicting security interest receives the notification within six months before the debtor receives possession of the livestock; and

(4) The notification states that the person sending the notification has or expects to acquire a purchase money security interest in livestock of the debtor and describes the livestock.

(E) Divisions (D)(2), (3), and (4) of this section apply only if the holder of the conflicting security interest had filed a financing statement covering the same types of livestock:

(1) If the purchase money security interest is perfected by filing, before the date of the filing;
or

(2) If the purchase money security interest is temporarily perfected without filing or possession under division (F) of section 1309.312 of the Revised Code, before the beginning of the twenty-day period.

(F) Except as otherwise provided in division (G) of this section, a perfected purchase money security interest in software has priority over a conflicting security interest in the same collateral, and, except as otherwise provided in section 1309.327 of the Revised Code, a perfected security interest in its identifiable proceeds also has priority, to the extent that the purchase money security interest in the goods in which the software was acquired for use has priority in the goods and proceeds of the goods under this section.

(G) If more than one security interest qualifies for priority in the same collateral under division (A), (B), (D), or (F) of this section:

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

(2) In all other cases, division (A) of section 1309.322 of the Revised Code applies to the qualifying security interests.

Sec. 1309.330. Priority of purchaser of chattel paper or instrument [UCC 9-330]

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

(1) In good faith and in the ordinary course of the purchaser's business, the purchaser gives new value ~~and~~ and takes possession of each authoritative tangible copy of the record evidencing the chattel paper ~~or~~ and obtains control of the chattel paper under section 1309.105 of the Revised Code of each authoritative electronic copy of the record evidencing the chattel paper; and

(2) The authoritative copies of the record evidencing the chattel paper ~~does~~ do not indicate that ~~the chattel paper~~ has been assigned to an identified assignee other than the purchaser.

(B) A purchaser of chattel paper has priority over a security interest in the chattel paper that is claimed other than merely as proceeds of inventory subject to a security interest if the purchaser gives new value ~~and~~ and takes possession of each authoritative tangible copy of the record evidencing the chattel paper ~~or~~ and obtains control of the chattel paper under section 1309.105 of the Revised Code of each authoritative electronic copy of the record evidencing the chattel paper in good faith, in the ordinary course of the purchaser's business, and without knowledge that the purchase violates the rights of the secured party.

(C) Except as otherwise provided in section 1309.327 of the Revised Code, a purchaser having priority in chattel paper under division (A) or (B) of this section also has priority in proceeds of the chattel paper to the extent that:

(1) Section 1309.322 of the Revised Code provides for priority in the proceeds; or

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

(D) Except as otherwise provided in division (A) of section 1309.331 of the Revised Code, a purchaser of an instrument has priority over a security interest in the instrument perfected by a method other than possession if the purchaser gives value and takes possession of the instrument in good faith and without knowledge that the purchase violates the rights of the secured party.

(E) For purposes of divisions (A) and (B) of this section, the holder of a purchase money security interest in inventory gives new value for chattel paper constituting proceeds of the inventory.

(F) For purposes of divisions (B) and (D) of this section, if the authoritative copies of the record evidencing chattel paper or an instrument indicates—indicate that it—the chattel paper or instrument has been assigned to an identified secured party other than the purchaser, a purchaser of the chattel paper or instrument has knowledge that the purchase violates the rights of the secured party.

Sec. 1309.331. Priority of rights of purchasers of controllable accounts, controllable electronic records, controllable payment intangibles, documents, instruments, and securities under other chapters; priority of interests in financial assets and security entitlements and protection against assertion of claim under Chapters 1303., 1307., 1308., and 1314. of the Revised Code [UCC 9-331]

(A) This chapter does not limit the rights of a holder in due course of a negotiable instrument, as defined in section 1303.32 of the Revised Code, or a holder to whom a negotiable document of title has been duly negotiated under section 1307.501 of the Revised Code, ~~or~~ a protected purchaser of a security under section 1308.17 of the Revised Code, or a qualifying purchaser of a controllable account, controllable electronic record, or controllable payment intangible. These holders or purchasers take priority over an earlier security interest, even though perfected, to the extent provided in Chapters 1303., 1307., ~~and 1308.,~~ and 1314. of the Revised Code.

(B) This chapter does not limit the rights of or impose liability on a person to the extent that the person is protected against the assertion of a claim under ~~Chapter~~ Chapters 1308. and 1314. of the Revised Code.

(C) Filing under this chapter does not constitute notice of a claim or defense to the holders, purchasers, or persons described in divisions (A) and (B) of this section.

Sec. 1309.332. Transfer of money; transfer of funds from deposit account [UCC 9-332]

(A) A transferee of tangible money takes the money free of a security interest ~~unless if~~ the transferee ~~aets—receives~~ possession of the money without acting in collusion with the debtor in violating the rights of the secured party.

(B) A transferee of funds from a deposit account takes the funds free of a security interest in the deposit account ~~unless if~~ the transferee ~~aets—receives~~ the funds without acting in collusion with the debtor in violating the rights of the secured party.

(C) A transferee of electronic money takes the money free of a security interest if the

transferee obtains control of the money without acting in collusion with the debtor in violating the rights of the secured party.

Sec. 1309.334. Priority of security interests in fixtures and crops [UCC 9-334]

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

(B) This chapter does not prevent creation of an encumbrance upon fixtures pursuant to real property law.

(C) In cases not governed by divisions (D) to (H) of this section, a security interest in fixtures is subordinate to a conflicting interest of an encumbrancer or owner of the related real property other than the debtor.

(D) Except as otherwise provided in division (H) of this section, a perfected security interest in fixtures has priority over a conflicting interest of an encumbrancer or owner of the real property if the debtor has an interest of record in or is in possession of the real property and:

- (1) The security interest is a purchase money security interest;
- (2) The interest of the encumbrancer or owner arises before the goods become fixtures; and
- (3) The security interest is perfected by a fixture filing before the goods become fixtures or within twenty days thereafter.

(E) A perfected security interest in fixtures has priority over a conflicting interest of an encumbrancer or owner of the real property if:

- (1) The debtor has an interest of record in the real property or is in possession of the real property, and the security interest:
 - (a) Is perfected by a fixture filing before the interest of the encumbrancer or owner is of record; and
 - (b) Has priority over any conflicting interest of a predecessor in title of the encumbrancer or owner;
- (2) Before the goods became fixtures, the security interest is perfected by any method permitted by this chapter, and the fixtures are readily removable:
 - (a) Factory or office machines;
 - (b) Equipment that is not primarily used or leased for use in the operation of the real property; or
 - (c) Replacements of domestic appliances that are consumer goods;
- (3) The conflicting interest is a lien on the real property obtained by legal or equitable proceedings after the security interest was perfected by any method permitted by this chapter; or
- (4) The security interest is:
 - (a) Created in a manufactured home in a manufactured home transaction; and
 - (b) Perfected pursuant to a section listed in division (A)(2) of section 1309.311 of the Revised Code.

(F) A security interest in fixtures, whether or not perfected, has priority over the conflicting interest of an encumbrancer or owner of the real property if:

(1) The encumbrancer or owner has, in ~~an authenticated~~ a signed record, consented to the security interest or disclaimed an interest in the goods as fixtures; or

(2) The debtor has a right to remove the goods as against the encumbrancer or owner.

(G) The priority of the security interest under division (F)(2) of this section continues for a reasonable time if the debtor's right to remove the goods as against the encumbrancer or owner terminates.

(H) A mortgage is a construction mortgage to the extent that it secures an obligation incurred for the construction of an improvement on land, including the acquisition cost of the land, if a recorded record of the mortgage so indicates. Except as otherwise provided in divisions (E) and (F) of this section, a security interest in fixtures is subordinate to a construction mortgage if a record of the mortgage is recorded before the goods become fixtures and the goods become fixtures before the completion of the construction. A mortgage has this priority to the same extent as a construction mortgage to the extent that it is given to refinance a construction mortgage.

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

(J) Division (I) of this section prevails over any inconsistent statutes not specifically enumerated under division (D)(2) of section 1309.109 of the Revised Code and applicable by their terms.

Sec. 1309.341. Bank's rights and duties with respect to deposit account [UCC 9-341]

Except as otherwise provided in division (C) of section 1309.340 of the Revised Code, and unless the bank otherwise agrees in ~~an authenticated~~ a signed record, a bank's rights and duties with respect to a deposit account maintained with the bank are not terminated, suspended, or modified by:

(A) The creation, attachment, or perfection of a security interest in the deposit account;

(B) The bank's knowledge of the security interest; or

(C) The bank's receipt of instructions from the secured party.

Sec. 1309.343. Law governing perfection and priority of security interests in chattel paper [UCC 9-306A]

(A) Except as provided in division (D) of this section, if chattel paper is evidenced only by an authoritative electronic copy of the chattel paper or is evidenced by an authoritative electronic copy and an authoritative tangible copy, the local law of the chattel paper's jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in the chattel paper, even if the transaction does not bear any relation to the chattel paper's jurisdiction.

(B) The following rules determine the chattel paper's jurisdiction under this section:

(1) If the authoritative electronic copy of a recording evidencing chattel paper, or a record attached to or logically associated with the electronic copy and readily available for review,

expressly provides that a particular jurisdiction is the chattel paper's jurisdiction for purposes of this section, this chapter, or Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., 1310., and 1314. of the Revised Code, that jurisdiction is the chattel paper's jurisdiction.

(2) If division (B)(1) of this section does not apply and the rules of the system in which the authoritative electronic copy is recorded are readily available for review and expressly provide that a particular jurisdiction is the chattel paper's jurisdiction for purposes of this section, this chapter, or Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., 1310., and 1314. of the Revised Code, that jurisdiction is the chattel paper's jurisdiction.

(3) If divisions (B)(1) and (2) of this section do not apply and the authoritative electronic copy, or a record attached to or logically associated with the electronic copy and readily available for review, expressly provides that the chattel paper is governed by the law of a particular jurisdiction, that jurisdiction is the chattel paper's jurisdiction.

(4) If divisions (B)(1), (2), and (3) of this section do not apply and the rules of the system in which the authoritative electronic copy is recorded are readily available for review and expressly provide that the chattel paper or the system is governed by the law of a particular jurisdiction, that jurisdiction is the chattel paper's jurisdiction.

(5) If divisions (B)(1) to (4) of this section do not apply, the chattel paper's jurisdiction is the jurisdiction in which the debtor is located.

(C) If an authoritative tangible copy of a record evidences chattel paper and the chattel paper is not evidenced by an authoritative electronic copy, while the authoritative tangible copy of the record is located in a jurisdiction, the local law of that jurisdiction governs both of the following:

(1) Perfection of a security interest in the chattel paper by possession under section 1309.314 of the Revised Code;

(2) The effect of perfection and nonperfection and the priority of a security interest in the chattel paper.

(D) The local law of the jurisdiction in which the debtor is located governs perfection of a security interest in the chattel paper by filing.

Sec. 1309.344. Law governing perfection and priority of security interests in controllable accounts, controllable electronic records, and controllable payment intangibles [UCC 9-306B]

(A) Except as provided in division (B) of this section, the local law of the controllable electronic record's jurisdiction specified in divisions (C) and (D) of section 1314.107 of the Revised Code governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in a controllable electronic record and a security interest in a controllable account or controllable payment intangible governed by the controllable electronic record.

(B) The local law of the jurisdiction in which the debtor is located governs both of the following:

(1) Perfection of a security interest in a controllable account, controllable electronic record, or controllable payment intangible by filing;

(2) Automatic perfection of a security interest in a controllable payment intangible created by the sale of the controllable payment intangible.

Sec. 1309.345. Perfection by possession and control of chattel paper [UCC 9-314A]

(A) A secured party may perfect a security interest in chattel paper by taking possession of each authoritative tangible copy of the record evidencing the chattel paper and obtaining control of each authoritative electronic copy of the electronic record evidencing the chattel paper.

(B) A security interest is perfected under division (A) of this section not earlier than the time the secured party takes possession and obtains control and remains perfected under division (A) of this section only while the secured party retains possession and control.

(C) Divisions (C), (F), (G), (H), and (I) of section 1309.313 of the Revised Code apply to perfection by possession of an authoritative tangible copy of a record evidencing chattel paper.

Sec. 1309.346. Priority of security interest in controllable account, controllable electronic record, and controllable payment intangible [UCC 9-326A]

A security interest in a controllable account, controllable electronic record, or controllable payment intangible held by a secured party having control of the account, electronic record, or payment intangible has priority over a conflicting security interest held by a secured party that does not have control.

Sec. 1309.404. Rights acquired by assignee; claims and defenses against assignee [UCC 9-404]

(A) Unless an account debtor has made an enforceable agreement not to assert defenses or claims, and subject to divisions (B) to (E) of this section, the rights of an assignee are subject to:

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

(2) Any other defense or claim of the account debtor against the assignor that accrues before the account debtor receives a notification of the assignment ~~authenticated~~ signed by the assignor or the assignee.

(B) Subject to division (C) of this section and except as provided in division (D) of this section, the claim of an account debtor against an assignor may be asserted against an assignee under division (A) of this section only to reduce the amount the account debtor owes.

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

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

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

Sec. 1309.406. Discharge of account debtor; notification of assignment; identification and proof of assignment; restrictions on assignment of accounts, chattel paper, payment intangibles, and promissory notes ineffective [UCC 9-406]

(A) Subject to divisions (B) to (I) and division (L) of this section, an account debtor on an account, chattel paper, or payment intangible may discharge its obligation by paying the assignor until, but not after, the account debtor receives a notification, ~~authenticated~~ signed by the assignor or the assignee, that the amount due or to become due has been assigned and that payment is to be made to the assignee. After receipt of the notification, the account debtor may discharge its obligation by paying the assignee and may not discharge the obligation by paying the assignor.

(B) Subject to ~~division~~ divisions (H) and (L) of this section, notification under division (A) of this section is not effective:

(1) If the notification does not reasonably identify the rights assigned;

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

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

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

(b) A portion has been assigned to another assignee; or

(c) The account debtor knows that the assignment to that assignee is limited.

(C) Subject to ~~division~~ divisions (H) and (L) of this section, if requested by the account debtor, an assignee shall seasonably furnish reasonable proof that the assignment has been made. Unless the assignee complies, the account debtor may discharge its obligation by paying the assignor, even if the account debtor has received a notification under division (A) of this section.

(D) As used in this division, "promissory note" includes a negotiable instrument that evidences chattel paper. Except as otherwise provided in division (E) of this section and sections 1309.407 and 1310.31 of the Revised Code, and subject to division (H) of this section, a term in an agreement between an account debtor and an assignor or in a promissory note is ineffective to the extent that it:

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

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

intangible, or promissory note.

(E) Division (D) of this section does not apply to the sale of a payment intangible or promissory note, other than a sale pursuant to a disposition under section 1309.610 of the Revised Code or an acceptance of collateral under section 1309.620 of the Revised Code.

(F) Except as provided in sections 1309.407 and 1310.31 of the Revised Code and subject to divisions (H) and (I) of this section, a rule of law, statute, or regulation that prohibits, restricts, or requires the consent of a government, governmental body or official, or account debtor to the assignment or transfer of, or creation of a security interest in, an account or chattel paper is not effective to the extent that the rule of law, statute, or regulation:

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

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

(G) Subject to ~~division~~ divisions (H) and (L) of this section, an account debtor may not waive or vary its option under division (B)(3) of this section.

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

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

(J) Divisions (D) and (F) of this section do not apply to:

(1) A claim or right to receive compensation for injuries or sickness as described in section 104(a)(1) or (2) of the Internal Revenue Code, as amended; or

(2) A claim or right to receive benefits under a special needs trust as described in the "Omnibus Budget Reconciliation Act of 1993," 107 Stat. 312, 42 U.S.C. 1396p(d)(4), as amended.

(K) Divisions (D), (F), and (J) of this section apply only to a security interest created on or after July 1, 2001. Nothing in this section shall supersede the provisions of sections 2323.58 to 2323.587 of the Revised Code. This section shall be interpreted consistently with sections 2323.58 to 2323.587 of the Revised Code.

(L) Divisions (A), (B), (C), and (G) of this section do not apply to a controllable account or controllable payment intangible.

Sec. 1309.408. Restrictions on assignment of promissory notes, health-care-insurance receivables, and certain general intangibles ineffective [UCC 9-408]

(A) Except as otherwise provided in division (B) of this section, a term in a promissory note or in an agreement between an account debtor and a debtor that relates to a health-care-insurance receivable or a general intangible, including a contract, permit, license, or franchise, and which term prohibits, restricts, or requires the consent of the person obligated on the promissory note or the

account debtor to, the assignment or transfer of, or creation, attachment, or perfection of a security interest in, the promissory note, health-care-insurance receivable, or general intangible, is not effective to the extent that the term:

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

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

(B) Division (A) applies to a security interest in a payment intangible or promissory note only if the security interest arises out of a sale of the payment intangible or promissory note, other than a sale pursuant to a disposition under section 1309.610 of the Revised Code or an acceptance of collateral under section 1309.620 of the Revised Code.

(C) A rule of law, statute, or regulation that prohibits, restricts, or requires the consent of a government, governmental body or official, person obligated on a promissory note, or account debtor to the assignment or transfer of, or creation of a security interest in, a promissory note, health-care-insurance receivable, or general intangible, including a contract, permit, license, or franchise between an account debtor and a debtor, is not effective to the extent that the rule of law, statute, or regulation:

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

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

(D) To the extent that a term in a promissory note or in an agreement between an account debtor and a debtor that relates to a health-care-insurance receivable or general intangible or a rule of law, statute, or regulation described in division (C) of this section would be effective under law other than this chapter but is ineffective under division (A) or (C) of this section, the creation, attachment, or perfection of a security interest in the promissory note, health-care-insurance receivable, or general intangible:

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

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

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

(4) Does not entitle the secured party to use or assign the debtor's rights under the promissory note, health-care-insurance receivable, or general intangible, including any related

information or materials furnished to the debtor in the transaction giving rise to the promissory note, health-care-insurance receivable, or general intangible;

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

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

(E) Divisions (A) and (C) of this section do not apply to:

(1) A claim or right to receive compensation for injuries or sickness as described in section 104(a)(1) or (2) of the Internal Revenue Code as amended; or

(2) A claim or right to receive benefits under a special needs trust as described in the "Omnibus Budget Reconciliation Act of 1993," 107 Stat. 312, 42 U.S.C. 1396p(d)(4), as amended.

(F) Divisions (A), (C), and (E) of this section apply only to a security interest created on or after July 1, 2001. Nothing in this section shall supersede the provisions of sections 2323.58 to 2323.587 of the Revised Code. This section shall be interpreted consistently with sections 2323.58 to 2323.587 of the Revised Code.

(G) As used in this section, "promissory note" includes a negotiable instrument that evidences chattel paper.

Sec. 1309.509. Persons entitled to file a record [UCC 9-509]

(A) A person may file an initial financing statement, amendment that adds collateral covered by a financing statement, or amendment that adds a debtor to a financing statement only if:

(1) The debtor authorizes the filing in ~~an authenticated~~ a signed record or pursuant to division (B) or (C) of this section; or

(2) The person holds an agricultural lien that has become effective at the time of filing, and the financing statement covers only collateral in which the person holds an agricultural lien.

(B) By ~~authenticating~~ signing or becoming bound as debtor by a security agreement, a debtor or new debtor authorizes the filing of an initial financing statement, and an amendment, covering:

(1) The collateral described in the security agreement; and

(2) Property that becomes collateral under division (A)(2) of section 1309.315 of the Revised Code, whether or not the security agreement expressly covers proceeds.

(C) By acquiring collateral in which a security interest or agricultural lien continues under division (A)(1) of section 1309.315 of the Revised Code, a debtor authorizes the filing of an initial financing statement, and an amendment, covering the collateral and property that becomes collateral under division (A)(2) of section 1309.315 of the Revised Code.

(D) A person may file an amendment other than an amendment that adds collateral covered by a financing statement or an amendment that adds a debtor to a financing statement only if:

(1) The secured party of record authorizes the filing; or

(2) The amendment is a termination statement for a financing statement as to which the

secured party of record has failed to file or send a termination statement as required by division (A) or (C) of section 1309.513 of the Revised Code, the debtor authorizes the filing, and the termination statement indicates that the debtor authorized it to be filed.

(E) If there is more than one secured party of record for a financing statement, each secured party of record may authorize the filing of an amendment under division (D) of this section.

Sec. 1309.513. Termination statement [UCC 9-513]

(A) A secured party shall cause the secured party of record for a financing statement to file a termination statement for the financing statement if the financing statement covers consumer goods and:

(1) There is no obligation secured by the collateral covered by the financing statement, and no commitment to make an advance, incur an obligation, or otherwise give value; or

(2) The debtor did not authorize the filing of the initial financing statement.

(B) To comply with division (A) of this section, a secured party shall cause the secured party of record to file the termination statement:

(1) Within one month after there is no obligation secured by the collateral covered by the financing statement and no commitment to make an advance, incur an obligation, or otherwise give value; or

(2) If earlier, within twenty days after the secured party receives ~~an authenticated~~ a signed demand from a debtor.

(C) In cases not governed by division (A) of this section, within twenty days after a secured party receives ~~an authenticated~~ a signed demand from a debtor, the secured party shall cause the secured party of record for a financing statement to send to the debtor a termination statement for the financing statement or file the termination statement in the filing office if:

(1) Except in the case of a financing statement covering accounts or chattel paper that has been sold or goods that are the subject of a consignment, there is no obligation secured by the collateral covered by the financing statement and no commitment to make an advance, incur an obligation, or otherwise give value;

(2) The financing statement covers accounts or chattel paper that have been sold but as to which the account debtor or other person obligated has discharged its obligation;

(3) The financing statement covers goods that were the subject of a consignment to the debtor but are not in the debtor's possession; or

(4) The debtor did not authorize the filing of the initial financing statement.

(D) Except as provided in section 1309.510 of the Revised Code, upon the filing of a termination statement with the filing office, the financing statement to which the termination statement relates ceases to be effective. Except as provided in section 1309.510 of the Revised Code, for purposes of division (G) of section 1309.519, division (A) of section 1309.522, and division (C) of section 1309.523 of the Revised Code, the filing with the filing office of a termination statement relating to a financing statement that indicates that the debtor is a transmitting utility also causes the

effectiveness of the financing statement to lapse.

Sec. 1309.601. Rights after default; judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles, or promissory notes [UCC 9-601]

(A) After default, a secured party has the rights provided in sections 1309.601 to 1309.628 of the Revised Code and, except as otherwise provided in section 1309.602 of the Revised Code, those provided by agreement of the parties. A secured party:

(1) May reduce a claim to judgment, foreclose, or otherwise enforce the claim, security interest, or agricultural lien by any available judicial procedure; and

(2) If the collateral is documents, proceed either as to the documents or as to the goods they cover.

(B) A secured party in possession of collateral or control of collateral under section 1307.106, 1309.104, 1309.105, 1309.106, ~~or 1309.107~~, 1309.111, or 1309.112 of the Revised Code has the rights and duties provided in section 1309.207 of the Revised Code.

(C) The rights under divisions (A) and (B) of this section are cumulative and may be exercised simultaneously.

(D) Except as otherwise provided in division (G) of this section and section 1309.605 of the Revised Code, after default, a debtor and an obligor have the rights provided in sections 1309.601 to 1309.628 of the Revised Code and by agreement of the parties.

(E) If a secured party has reduced its claim to judgment, the lien of any levy that may be made upon the collateral by virtue of an execution based upon the judgment relates back to the earliest of:

(1) The date of perfection of the security interest or agricultural lien in the collateral;

(2) The date of filing a financing statement covering the collateral; or

(3) Any date specified in a statute under which the agricultural lien was created.

(F) A sale pursuant to an execution is a foreclosure of the security interest or agricultural lien by judicial procedure within the meaning of this section. A secured party may purchase at the sale and after the sale may hold the collateral free of any other requirements of this chapter.

(G) Except as provided in division (C) of section 1309.607 of the Revised Code, sections 1309.601 to 1309.628 of the Revised Code do not impose any duties upon a secured party who is a consignor or a buyer of accounts, chattel paper, payment intangibles, or promissory notes.

Sec. 1309.605. A-Unknown debtor or secondary obligor [UCC 9-605]

(A) Except as otherwise provided in division (B) of this section, a secured party does not owe a duty based on its status as secured party:

~~(A)-(1)~~ (1) To a person who is a debtor or obligor, unless the secured party knows:

~~(1)-(a)~~ (a) That the person is a debtor or obligor;

~~(2)-(b)~~ (b) The identity of the person; and

~~(3)-(c)~~ (c) How to communicate with the person; or

~~(B)-(2)~~ (2) To a secured party or lienholder who has filed a financing statement against a person,

unless the secured party knows:

~~(1)-(a)~~ That the person is a debtor; and

~~(2)-(b)~~ The identity of the person.

(B) A secured party owes a duty based on its status as a secured party to a person if, at the time the secured party obtains control of collateral that is a controllable account, controllable electronic record, or controllable payment intangible or at a time the security interest attaches to the collateral, whichever is later:

(1) The person is a debtor or obligor; and

(2) The secured party knows that the information in division (A)(1)(a), (b), or (c) of this section relating to the person is not provided by the collateral, a record attached to or logically associated with the collateral, or the system in which the collateral is recorded.

Sec. 1309.608. Application of proceeds of collection or enforcement; liability for deficiency and right to surplus [UCC 9-608]

(A) If a security interest or agricultural lien secures payment or performance of an obligation, the following rules apply:

(1) A secured party shall apply or pay over for application the cash proceeds of collection or enforcement under section 1309.607 of the Revised Code in the following order:

(a) The reasonable expenses of collection and enforcement and, to the extent provided for by agreement and not prohibited by law, reasonable attorney's fees and legal expenses incurred by the secured party;

(b) The satisfaction of obligations secured by the security interest or agricultural lien under which the collection or enforcement is made; and

(c) The satisfaction of obligations secured by any subordinate security interest in or other lien on the collateral subject to the security interest or agricultural lien under which the collection or enforcement is made if the secured party receives ~~an authenticated~~ a signed demand for proceeds before distribution of the proceeds is completed.

(2) If requested by a secured party, a holder of a subordinate security interest or other lien shall furnish reasonable proof of the interest or lien within a reasonable time. Unless the holder complies, the secured party is not required to comply with the holder's demand made under division (A)(1)(c) of this section.

(3) A secured party is not required to apply or pay over for application noncash proceeds of collection and enforcement under section 1309.607 of the Revised Code unless the failure to do so would be commercially unreasonable. A secured party who applies or pays over for application noncash proceeds shall do so in a commercially reasonable manner.

(4) A secured party shall account to and pay a debtor for any surplus, and the obligor is liable for any deficiency.

(B) If the underlying transaction is a sale of accounts, chattel paper, payment intangibles, or promissory notes, the debtor is not entitled to any surplus, and the obligor is not liable for any

deficiency.

Sec. 1309.611. Notification before disposition of collateral [UCC 9-611]

(A) As used in this section, "notification date" means the earlier of the date on which:

(1) A secured party sends to the debtor and any secondary obligor ~~an authenticated~~ a signed notification of disposition; or

(2) The debtor and any secondary obligor waive the right to notification.

(B) Except as provided in division (D) of this section, a secured party who disposes of collateral under section 1309.610 of the Revised Code shall send a reasonable ~~authenticated~~ signed notification of disposition to the persons specified in division (C) of this section.

(C) To comply with division (B) of this section, the secured party shall send ~~an authenticated~~ a signed notification of disposition to:

(1) The debtor;

(2) Any secondary obligor; and

(3) If the collateral is other than consumer goods:

(a) Any other person from whom the secured party has received, before the notification date, ~~an authenticated~~ a signed notification of a claim of an interest in the collateral;

(b) Any other secured party or lienholder who, ten days before the notification date, held a security interest in or other lien on the collateral perfected by the filing of a financing statement that:

(i) Identified the collateral;

(ii) Was indexed under the debtor's name as of that date; and

(iii) Was filed in the office in which to file a financing statement against the debtor covering the collateral as of that date; and

(c) Any other secured party who, ten days before the notification date, held a security interest in the collateral perfected by compliance with a statute, rule, or treaty described in division (A) of section 1309.311 of the Revised Code.

(D) Division (B) of this section does not apply if the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(E) A secured party complies with the requirement for notification prescribed by division (C) (3)(b) of this section if:

(1) Not later than twenty days nor earlier than thirty days before the notification date, the secured party requests, in a commercially reasonable manner, information concerning financing statements indexed under the debtor's name in the office indicated in division (C)(3)(b) of this section; and

(2) Before the notification date, the secured party:

(a) Did not receive a response to the request for information; or

(b) Received a response to the request for information and sent ~~an authenticated~~ a signed notification of disposition to each secured party or other lienholder named in that response whose financing statement covered the collateral.

Sec. 1309.613. Contents and form of notification before disposition of collateral: general
[UCC 9-613]

(A) Except in a consumer-goods transaction, all of the following rules apply to a notification of disposition of collateral and to a disposition of collateral:

(1) The contents of a notification of disposition are sufficient if the notification:

(a) Describes the debtor and the secured party;

(b) Describes the collateral that is the subject of the intended disposition;

(c) States the method of intended disposition;

(d) States that the debtor is entitled to an accounting of the unpaid indebtedness and states the charge, if any, for an accounting; and

(e) States the time and place, by identifying the place of business or address or by providing other information that, in each case, reasonably describes the location, of a public disposition or the time after which any other disposition is to be made.

(2) Whether the contents of a notification that lacks any of the information specified in division (A)(1) of this section are nevertheless sufficient is a question of fact.

(3) The contents of a notification providing substantially the information specified in division (A)(1) of this section are sufficient, even if the notification includes:

(a) Information not specified by that division; or

(b) Minor errors that are not seriously misleading.

(4) A particular phrasing of the notification is not required.

(B) The following form of notification and the form appearing in division (B) of section 1309.614 of the Revised Code, when completed in accordance with the instructions in division (C) of this section and in division (F) of section 1309.614 of the Revised Code, each provides sufficient information:

"NOTIFICATION OF DISPOSITION OF COLLATERAL

To: (Name of debtor, obligor, or other person to whom the notification is sent)

From: (Name, address, and telephone number of secured party)

(1) Name of Debtor(s): (Include only if debtor(s) are not an addressee)

(FOR A PUBLIC DISPOSITION:) any debtor that is not an addressee: (Name of each debtor)

(2) We will sell (or lease or license, as applicable) the (describe collateral) (to the highest qualified bidder) ~~in~~ at a public sale. A sale could include a lease or license. The sale will be held as follows:

Day and Date: _____

Time: _____

Place: _____

(FOR A PRIVATE DISPOSITION:)

(3) We will sell (or lease or license, as applicable) the (describe collateral) privately at a

private sale sometime after (day and date). A sale could include a lease or license.

(4) You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell (or, as applicable, lease or license, as applicable).

(5) If you request an accounting, you must pay (for a charge of \$ _____).

(6) You may request an accounting by calling us at (telephone number)."

(C) The following instructions apply to the form of notification in division (B) of this section:

(1) The instructions in division (C) of this section refer to the items in the form of notification described in division (B) of this section. Do not include the references to division (B) of this section in the notification. The division references are used only for the purpose of these instructions.

(2) Include and complete division (B)(1) of this section only if there is a debtor that is not an addressee of the notification and list the name or names.

(3) Include and complete either division (B)(2) of this section, if the notification relates to a public disposition of the collateral, or division (B)(3) of this section, if the notification relates to a private disposition of the collateral. If division (B)(2) of this section is included, include the words "to the highest qualified bidder" only if applicable.

(4) Include and complete divisions (B)(4) and (6) of this section.

(5) Include and complete division (B)(5) of this section only if the sender will charge the recipient for an accounting.

Sec. 1309.614. Contents and form of notification before disposition of collateral; consumer-goods transaction [UCC 9-614]

(A) In a consumer-goods transaction, the following rules apply:

(1) A notification of disposition must provide all of the following information:

(a) The information specified in division (A)(1) of section 1309.613 of the Revised Code;

(b) A description of any liability for a deficiency of the person to whom the notification is sent;

(c) A telephone number from which the amount that must be paid to the secured party to redeem the collateral under section 1309.623 of the Revised Code is available; and

(d) A telephone number or mailing address from which additional information concerning the disposition and the obligation secured is available.

(2) A particular phrasing of the notification is not required.

(B) The following form of notification of disposition, when completed in accordance with the instructions in division (F) of this section, provides sufficient information:

"(Name and address of secured party)

(Date)

NOTICE OF OUR PLAN TO SELL PROPERTY

(Name and address of any obligor who is also a debtor)

Subject: (~~Identification of~~ Identify Transaction)

We have your (describe collateral), because you broke promises in our agreement.

(~~For a public disposition~~)

(1) We will sell your (describe collateral) at public sale. A sale could include a lease or license. The sale will be held as follows:

Day and date: _____

Time: _____

Place: _____

You may attend the sale and bring bidders if you want.

(~~For a private disposition~~)

(2) We will sell (describe collateral) at private sale sometime after (date). A sale could include a lease or license.

(3) The money that we get from the sale (~~— after paying our costs~~), will reduce the amount you owe. If we get less money than you owe, you (will or will not, as applicable) still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

(4) You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (telephone number).

(5) If you want us to explain to you in writing how we have figured the amount that you owe us, ~~you may call~~ do both of the following:

(a) Call us at (telephone number) (or) (write us at (secured party's address)) and request (or contact us by (description of electronic communication method));

(b) Request (a written explanation)(a written explanation or an explanation in (description of electronic record))(an explanation in (description of electronic record)). (~~We~~

(6) We will charge you \$ _____ for the explanation if we sent you another written explanation of the amount you owe us within the last six months.)

(7) If you need more information about the sale, (call us at (telephone number)) (or) (write us at (secured party's address)) (or contact us by (description of electronic communication method)).

(8) We are sending this notice to the following other people who have an interest in (describe collateral) or who owe money under your agreement:

(Names of all other debtors and obligors, if any)."

(C) A notification in; the form contained in division (B) of this section is sufficient, even if additional information appears at the end of the form.

(D) A notification in the form of division (B) of this section is sufficient, even if it includes errors in information not required by division (A)(1) of this section, unless the error is misleading with respect to rights arising under this chapter.

(E) If a notification under this section is not in the form contained in division (B) of this

section, law other than this chapter determines the effect of including information not required by division (A)(1) of this section.

(F) The following instructions apply to the form of notification in division (B) of this section:

(1) The instructions in division (F) of this section refer to the items in the form of notification described in division (B) of this section. Do not include the references to division (B) of this section in the notification. The division references are used only for the purposes of these instructions.

(2) Include and complete either division (B)(1) of this section, if the notification relates to a public disposition of the collateral, or division (B)(2) of this section, if the notification relates to a private disposition of the collateral.

(3) Include and complete divisions (B)(3), (4), and (5) of this section.

(4) In division (B)(5) of this section, include and complete any one of the three alternative methods for the explanation: writing, writing or electronic record, or electronic record.

(5) In division (B)(5)(a) of this section, include the telephone number. In addition, the sender may include and complete either or both of the two alternative methods of communication, writing or electronic communication, for the recipient of the notification to communicate with the sender. Neither of the two additional methods of communication is required to be included.

(6) In division (B)(5)(b) of this section, include and complete the method for the explanation: writing, writing or electronic record, or electronic record, included in division (B)(5) of this section.

(7) Include and complete division (B)(6) of this section only if a written explanation is included in division (B)(5) of this section as a method for communicating the explanation and the sender will charge the recipient for another written explanation.

(8) In division (B)(7) of this section, include either the telephone number or the address or both the telephone number and address. In addition, the sender may include and complete the additional method of communication, electronic communication, for the recipient of the notification to communicate with the sender. The additional method of electronic communication is not required to be included.

(9) If division (B)(8) of this section does not apply, insert "none" after "agreement:".

Sec. 1309.615. Application of proceeds of disposition; liability for deficiency and right to surplus [UCC 9-615]

(A) A secured party shall apply or pay over for application the cash proceeds of disposition under section 1309.610 of the Revised Code in the following order to:

(1) The reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing, and, to the extent provided for by agreement and not prohibited by law, reasonable attorney's fees and legal expenses incurred by the secured party;

(2) The satisfaction of obligations secured by the security interest or agricultural lien under

which the disposition is made;

(3) The satisfaction of obligations secured by any subordinate security interest in or other subordinate lien on the collateral if:

(a) The secured party receives from the holder of the subordinate security interest or other lien ~~an authenticated~~ a signed demand for proceeds before distribution of the proceeds is completed; and

(b) In a case in which a consignor has an interest in the collateral, the subordinate security interest or other lien is senior to the interest of the consignor; and

(4) A secured party who is a consignor of the collateral if the secured party receives from the consignor ~~an authenticated~~ a signed demand for proceeds before distribution of the proceeds is completed.

(B) If a secured party so requests, a holder of a subordinate security interest or other lien shall furnish reasonable proof of the interest or lien within a reasonable time. Unless the holder does so, the secured party is not required to comply with the holder's demand under division (A)(3) of this section.

(C) A secured party is not required to apply or pay over for application noncash proceeds of disposition under section 1309.610 unless the failure to do so would be commercially unreasonable. A secured party who applies or pays over for application noncash proceeds shall do so in a commercially reasonable manner.

(D) If the security interest under which a disposition is made secures payment or performance of an obligation, after making the payments and applications required by division (A) of this section and permitted by division (C) of this section:

(1) Unless division (A)(4) of this section requires the secured party to apply or pay over cash proceeds to a consignor, the secured party shall account to and pay a debtor for any surplus; and

(2) The obligor is liable for any deficiency.

(E) If the underlying transaction is a sale of accounts, chattel paper, payment intangibles, or promissory notes, the debtor is not entitled to any surplus, and the obligor is not liable for any deficiency.

(F) The surplus or deficiency following a disposition is calculated based on the amount of proceeds that would have been realized in a disposition complying with sections 1309.601 to 1309.628 of the Revised Code to a transferee other than the secured party, a person related to the secured party, or a secondary obligor if:

(1) The transferee in the disposition is the secured party, a person related to the secured party, or a secondary obligor; and

(2) The amount of proceeds of the disposition is significantly below the range of proceeds that a complying disposition to a person other than the secured party, a person related to the secured party, or a secondary obligor would have brought.

(G) A secured party who receives cash proceeds of a disposition in good faith and without

knowledge that the receipt violates the rights of the holder of a security interest or other lien that is not subordinate to the security interest or agricultural lien under which the disposition is made:

- (1) Takes the cash proceeds free of the security interest or other lien;
- (2) Is not obligated to apply the proceeds of the disposition to the satisfaction of obligations secured by the security interest or other lien; and
- (3) Is not obligated to account to or pay the holder of the security interest or other lien for any surplus.

Sec. 1309.616. Explanation of calculation of surplus or deficiency [UCC 9-616]

(A) As used in this section:

(1) "Explanation" means a ~~writing~~ record that:

- (a) States the amount of the surplus or deficiency;
- (b) Provides an explanation in accordance with division (C) of this section of how the secured party calculated the surplus or deficiency;
- (c) States, if applicable, that future debits, credits, charges, including additional credit service charges or interest, rebates, and expenses may affect the amount of the surplus or deficiency; and
- (d) Provides a telephone number or mailing address from which additional information concerning the transaction is available.

(2) "Request" means a record:

- (a) ~~Authenticated-Signed~~ Signed by a debtor or consumer obligor;
- (b) Requests that the recipient provide an explanation; and
- (c) Sent after disposition of the collateral under section 1309.610 of the Revised Code.

(B) In a consumer-goods transaction in which the debtor is entitled to a surplus or a consumer obligor is liable for a deficiency under section 1309.615 of the Revised Code, the secured party shall:

(1) Send an explanation to the debtor or consumer obligor, as applicable, after the disposition and:

(a) Before or when the secured party accounts to the debtor and pays any surplus or first makes ~~written~~ demand in a record on the consumer obligor after the disposition for payment of the deficiency; and

(b) Within fourteen days after receipt of a request; or

(2) In the case of a consumer obligor who is liable for a deficiency, within fourteen days after receipt of a request, send to the consumer obligor a record waiving the secured party's right to a deficiency.

(C) To comply with division (A)(1)(b) of this section, ~~a writing~~ an explanation must provide all of the following information in the following order:

(1) The aggregate amount of obligations secured by the security interest under which the disposition was made, and, if the amount reflects a rebate of unearned interest or credit service

charge, an indication of that fact, calculated as of a specified date:

(a) If the secured party takes or receives possession of the collateral after default, not more than thirty-five days before the secured party takes or receives possession; or

(b) If the secured party takes or receives possession of the collateral before default or does not take possession of the collateral, not more than thirty-five days before the disposition;

(2) The amount of proceeds of the disposition;

(3) The aggregate amount of the obligations after deducting the amount of proceeds;

(4) The amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing, and disposing of the collateral, and attorney's fees secured by the collateral that are known to the secured party and relate to the current disposition;

(5) The amount, in the aggregate or by type, and types of credits, including rebates of interest or credit service charges, to which the obligor is known to be entitled and that are not reflected in the amount in division (C)(1) of this section; and

(6) The amount of the surplus or deficiency.

(D) A particular phrasing of the explanation is not required. An explanation that complies substantially with the requirements of division (A) of this section is sufficient, even if it includes minor errors that are not seriously misleading.

(E) A debtor or consumer obligor is entitled without charge to one response to a request under this section during any six-month period in which the secured party did not send to the debtor or consumer obligor an explanation pursuant to division (B)(1) of this section. The secured party may require payment of a charge not exceeding twenty-five dollars for each additional response.

Sec. 1309.619. Transfer of record or legal title [UCC 9-619]

(A) As used in this section, "transfer statement" means a record ~~authenticated~~signed by a secured party that states:

(1) The debtor has defaulted in connection with an obligation secured by specified collateral;

(2) The secured party has exercised its post-default remedies with respect to the collateral;

(3) By reason of the exercise, a transferee has acquired the rights of the debtor in the collateral; and

(4) The name and mailing address of the secured party, debtor, and transferee.

(B) A transfer statement entitles the transferee to the transfer of record of all rights of the debtor in the collateral specified in the statement in any official filing, recording, registration, or certificate of title system covering the collateral. If a transfer statement is presented with the applicable fee and request form to the official or office responsible for maintaining the system, the official or office shall:

(1) Accept the transfer statement;

(2) Promptly amend its records to reflect the transfer; and

(3) If applicable, issue a new appropriate certificate of title in the name of the transferee.

(C) A transfer of the record or legal title to collateral to a secured party under division (B) of this section or otherwise is not of itself a disposition of collateral under this chapter and does not of itself relieve the secured party of its duties under this chapter.

Sec. 1309.620. Acceptance of collateral in full or partial satisfaction of obligation; compulsory disposition of collateral [UCC 9-620]

(A) Except as otherwise provided in division (G) of this section, a secured party may accept collateral in full or partial satisfaction of the obligation it secures only if:

(1) The debtor consents to the acceptance under division (C) of this section;

(2) The secured party, within the time prescribed in division (D) of this section, does not receive a notification of objection to the proposal ~~authenticated~~ signed by:

(a) A person to whom the secured party was required to send a proposal under section 1309.621 of the Revised Code; or

(b) Any other person, other than the debtor, holding an interest in the collateral subordinate to the security interest that is the subject of the proposal.

(3) If the collateral is consumer goods, the collateral is not in the possession of the debtor when the debtor consents to the acceptance; and

(4) Division (E) of this section does not require the secured party to dispose of the collateral, or the debtor waives the requirement pursuant to section 1309.624 of the Revised Code.

(B) A purported or apparent acceptance of collateral under this section is not effective unless:

(1) The secured party consents to the acceptance in ~~an authenticated~~ a signed record or sends a proposal to the debtor; and

(2) The conditions of division (A) of this section are met.

(C) For purposes of this section:

(1) A debtor consents to an acceptance of collateral in partial satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record ~~authenticated~~ signed after default; and

(2) A debtor consents to an acceptance of collateral in full satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record authenticated after default or the secured party:

(a) Sends to the debtor after default a proposal that is unconditional or subject only to a condition that collateral not in the possession of the secured party be preserved or maintained;

(b) In the proposal, proposes to accept collateral in full satisfaction of the obligation it secures; and

(c) Does not receive a notification of objection ~~authenticated~~ signed by the debtor within twenty days after the proposal is sent.

(D) To be effective under division (A)(2) of this section, a notification of objection must be received by the secured party:

(1) In the case of a person to whom the proposal was sent pursuant to section 1309.621 of the Revised Code, within twenty days after notification was sent to that person; and

(2) In the case of persons other than those described in division (D)(1) of this section:

(a) Within twenty days after the last notification was sent pursuant to section 1309.621 of the Revised Code; or

(b) If a notification was not sent, before the debtor consents to the acceptance under division (C) of this section.

(E) A secured party who has taken possession of collateral shall dispose of the collateral pursuant to section 1309.610 of the Revised Code within the time specified in division (F) of this section if:

(1) Sixty per cent of the cash price has been paid in the case of a purchase-money security interest in consumer goods; or

(2) Sixty per cent of the principal amount of the obligation secured has been paid in the case of a non-purchase-money security interest in consumer goods.

(F) To comply with division (E) of this section, the secured party shall dispose of the collateral:

(1) Within ninety days after taking possession; or

(2) Within any longer period to which the debtor and all secondary obligors have agreed in an agreement to that effect entered into and ~~authenticated~~ signed after default.

(G) In a consumer transaction, a secured party may not accept collateral in partial satisfaction of the obligation it secures.

Sec. 1309.621. Notification of proposal to accept collateral [UCC 9-621]

(A) A secured party who desires to accept collateral in full or partial satisfaction of the obligation it secures shall send its proposal to:

(1) Any person from whom the secured party has received, before the debtor consented to the acceptance, ~~an authenticated~~ a signed notification of a claim of an interest in the collateral;

(2) Any other secured party or lienholder who, ten days before the debtor consented to the acceptance, held a security interest in or other lien on the collateral perfected by the filing of a financing statement that:

(a) Identified the collateral;

(b) Was indexed under the debtor's name as of that date;

(c) Was filed in the office or offices in which to file a financing statement against the debtor covering the collateral as of that date; and

(3) Any other secured party who, ten days before the debtor consented to the acceptance, held a security interest in the collateral perfected by compliance with a statute, regulation, or treaty described in division (A) of section 1309.311 of the Revised Code.

(B) A secured party who desires to accept collateral in partial satisfaction of the obligation it secures shall send its proposal to any secondary obligor in addition to the persons described in

division (A) of this section.

Sec. 1309.624. Waiver [UCC 9-624]

(A) A debtor or secondary obligor may waive the right to notification of disposition of collateral under section 1309.611 of the Revised Code only by an agreement to that effect entered into and ~~authenticated~~-signed after default.

(B) A debtor may waive the right to require disposition of collateral under division (E) of section 1309.620 of the Revised Code only by an agreement to that effect entered into and ~~authenticated~~-signed after default.

(C) Except in a consumer-goods transaction, a debtor or secondary obligor may waive the right to redeem collateral under section 1309.623 of the Revised Code only by an agreement to that effect entered into and ~~authenticated~~-signed after default.

Sec. 1309.628. Nonliability and limitation on liability of secured party; liability of secondary obligor [UCC 9-628]

(A) ~~Unless~~-Subject to division (F) of this section, ~~unless~~ a secured party knows that a person is a debtor or obligor, knows the identity of the person, and knows how to communicate with the person:

(1) The secured party is not liable to the person, or to a secured party or lienholder that has filed a financing statement against the person, for failure to comply with this chapter; and

(2) The failure of the secured party to comply with this chapter does not affect the liability of the person for a deficiency.

(B) ~~A~~-Subject to division (F) of this section, a secured party is not liable because of its status as secured party:

(1) To a person that is a debtor or obligor, unless the secured party knows;

(a) That the person is a debtor or obligor;

(b) The identity of the person; and

(c) How to communicate with the person; or

(2) To a secured party or lienholder that has filed a financing statement against a person, unless the secured party knows:

(a) That the person is a debtor; and

(b) The identity of the person.

(C) A secured party is not liable to any person, and a person's liability for a deficiency is not affected, because of any act or omission arising out of the secured party's reasonable belief that a transaction is not a consumer-goods transaction or a consumer transaction or that goods are not consumer goods, if the secured party's belief is based on its reasonable reliance on:

(1) A debtor's representation concerning the purpose for which collateral was to be used, acquired, or held; or

(2) An obligor's representation concerning the purpose for which a secured obligation was incurred.

(D) A secured party is not liable to any person under division (C)(2) of section 1309.625 of the Revised Code for its failure to comply with section 1309.616 of the Revised Code.

(E) A secured party is not liable under division (C)(2) of section 1309.625 of the Revised Code more than once with respect to any one secured obligation.

(F) Divisions (A) and (B) of this section do not apply to limit the liability of a secured party to a person if, at the time the secured party obtains control of collateral that is a controllable account, controllable electronic record, or controllable payment intangible or at the time the security interest attaches to the collateral, whichever is later:

(1) The person is a debtor or obligor; or

(2) The secured party knows that the information in division (B)(1)(a), (b), or (c) of this section relating to the person is not provided by the collateral, a record attached to or logically associated with the collateral, or the system in which the collateral is recorded.

Sec. 1310.01. Definitions and index of definitions [UCC 2A-103]

(A) As used in sections 1310.01 to 1310.78 of the Revised Code, unless the context otherwise requires:

(1) "Buyer in ordinary course of business" means a person who in good faith and without knowledge that the sale to the person is in violation of the ownership rights or security interest or leasehold interest of a third party in the goods buys in ordinary course from a person in the business of selling goods of that kind. "Buyer in ordinary course of business" does not include a pawnbroker. "Buying" may be for cash, by exchange of other property, or on secured or unsecured credit and includes acquiring goods or documents of title under a preexisting contract for sale. "Buying" does not include a transfer in bulk or as security for or in total or partial satisfaction of a money debt.

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

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

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

(5) "Consumer lease" means a lease that a lessor regularly engaged in the business of leasing or selling makes to a lessee who is an individual and who takes under the lease primarily for a personal, family, or household purpose.

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

(7) "Finance lease" means a lease with respect to which all of the following apply:

(a) The lessor does not select, manufacture, or supply the goods;

(b) The lessor acquires the goods or the right to possession and use of the goods in

connection with the lease;

(c) One of the following occurs:

(i) The lessee receives a copy of the contract by which the lessor acquired the goods or the right to possession and use of the goods before signing the lease contract;

(ii) The lessee's approval of the contract by which the lessor acquired the goods or the right to possession and use of the goods is a condition to effectiveness of the lease contract;

(iii) Before signing the lease contract, the lessee receives an accurate and complete statement designating the promises and warranties, disclaimers of warranties, limitations or modifications of remedies, or liquidated damages of the manufacturer of the goods and of any other third party that were provided to the lessor by the person supplying the goods in connection with or as part of the contract by which the lessor acquired the goods or the right to possession and use of the goods;

(iv) If the lease is not a consumer lease, before the lessee signs the lease contract, the lessor informs the lessee in writing of the identity of the person supplying the goods to the lessor, unless the lessee has selected that person and directed the lessor to acquire the goods or the right to possession and use of the goods from that person; that the lessee is entitled under sections 1310.01 to 1310.78 of the Revised Code to the promises and warranties, including those of any third party, provided to the lessor by the person supplying the goods in connection with or as part of the contract by which the lessor acquired the goods or the right to possession and use of the goods; and that the lessee may communicate with the person supplying the goods to the lessor and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies.

~~(8)~~(8)(a) "Goods" means all things that are movable at the time of identification to the lease contract or that are fixtures, as defined in section 1310.37 of the Revised Code. "Goods" does not include money, documents, instruments, accounts, chattel paper, general intangibles, or minerals or the like, including oil and gas, before extraction. "Goods" includes the unborn young of animals.

(b) "Hybrid lease" means a single transaction involving a lease of goods and one or more of the following:

(i) The provision of services;

(ii) A sale of other goods;

(iii) A sale, lease, or license of property other than goods.

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

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

(11) "Lease agreement" means the bargain, with respect to the lease, of the lessor and the

lessee in fact as found in their language or by implication from other circumstances, including course of dealing, usage of trade, or course of performance as provided in sections 1310.01 to 1310.78 of the Revised Code. Unless the context clearly indicates otherwise, "lease agreement" includes a sublease agreement.

(12) "Lease contract" means the total legal obligation that results from the lease agreement as affected by sections 1310.01 to 1310.78 of the Revised Code and any other applicable rules of law. Unless the context clearly indicates otherwise, "lease contract" includes a sublease contract.

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

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

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

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

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

(18) "Lien" means a charge against or interest in goods to secure payment of a debt or performance of an obligation but does not include a security interest.

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

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

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

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

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

(24) "Supplier" means a person from whom a lessor buys or leases goods to be leased under

a finance lease.

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

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

(B) The following definitions also apply to sections 1310.01 to 1310.78 of the Revised Code:

(1) "Accessions," as defined in section 1310.38 of the Revised Code;

(2) "Construction mortgage," "encumbrance," "fixtures," "fixture filing," and "purchase money lease" as defined in section 1310.37 of the Revised Code.

(C) As used in sections 1310.01 to 1310.78 of the Revised Code:

(1) "Account," "chattel paper," "document," "general intangible," "instrument," "mortgage," and "pursuant to commitment" have the same meanings as in section 1309.102 of the Revised Code.

(2) "Between merchants," "buyer," "merchant," "receipt," "sale," and "seller" have the same meanings as in section 1302.01 of the Revised Code.

(3) "Consumer goods" has the same meaning as in section 1309.07 of the Revised Code.

(4) "Entrusting" has the same meaning as in section 1302.44 of the Revised Code.

(5) "Good faith" has the same meaning as in section 1301.201 of the Revised Code.

(6) "Sale on approval" and "sale or return" have the same meanings as in section 1302.39 of the Revised Code.

(D) In addition, Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretation applicable throughout this chapter.

Sec. 1310.02. ~~(A)~~ Scope [UCC 2A-102]

(A)(1) Sections 1310.01 to 1310.78 of the Revised Code apply to any transaction, regardless of form, that creates a lease and, in the case of a hybrid lease, it applies to the extent provided in division (A)(2) of this section.

(2) In a hybrid lease:

(a) If the lease-of-goods aspects do not predominate:

(i) Only the provisions of sections 1310.01 to 1310.78 of the Revised Code which relate primarily to the lease-of-goods aspects of the transaction apply, and the provisions that relate primarily to the transaction as a whole do not apply;

(ii) Section 1310.16 of the Revised Code applies if the lease is a finance lease; and

(iii) Section 1310.46 of the Revised Code applies to the promises of the lessee in a finance lease to the extent the promises are consideration for the right to possession and use of the leased good; and

(b) If the lease-of-goods aspects predominate, sections 1310.01 to 1310.78 of the Revised Code apply to the transaction, but do not preclude application in appropriate circumstances of other law to aspects of the lease which do not relate to the lease of goods.

(B)(1) A lease, although subject to sections 1310.01 to 1310.78 of the Revised Code, is also subject to Chapter 1548., 4505., or 4585. of the Revised Code, any applicable certificate of title statute of another jurisdiction as provided in section 1310.03 of the Revised Code, and Chapter 1345., 1349., or 1351. of the Revised Code.

(2) If there is a conflict between the provisions of sections 1310.01 to 1310.78 of the Revised Code, other than section 1310.03, division (C) of section 1310.32, and division (C) of section 1310.33 of the Revised Code, and any statute referred to in division (B)(1) of this section, the provisions of that statute control.

(3) A failure to comply with any applicable statute has only the effect specified in that statute.

Sec. 1310.05. Waiver or renunciation of claim or right after default [UCC 2A-107]

Any claim or right arising out of an alleged default or breach of warranty may be discharged in whole or in part without consideration by a ~~written~~-waiver or renunciation in a signed and-record delivered by the aggrieved party.

Sec. 1310.08. Statute of frauds [UCC 2A-201]

(A) A lease contract is not enforceable by way of action or defense unless one of the following applies:

(1) The total payments to be made under the lease contract, excluding payments for options to renew or buy, are less than one thousand dollars;

(2) There is a ~~writing~~record, signed by the party against whom enforcement is sought or by that party's authorized agent, sufficient to indicate that a lease contract has been made between the parties and to describe the goods leased and the lease term.

(B) Any description of leased goods or of the lease term is sufficient and satisfies division (A)(2) of this section, whether or not it is specific, if it reasonably identifies what is described.

(C) A ~~writing~~record is not insufficient because it omits or incorrectly states a term agreed upon, but the lease contract is not enforceable under division (A)(2) of this section beyond the lease term and the quantity of goods shown in the ~~writing~~record.

(D) A lease contract that does not satisfy the requirements of division (A) of this section but that is valid in other respects is enforceable as follows:

(1) If the goods are to be specially manufactured or obtained for the lessee and are not suitable for lease or sale to others in the ordinary course of the lessor's business, and the lessor, before notice of repudiation is received and under circumstances that reasonably indicate that the goods are for the lessee, has made either a substantial beginning of their manufacture or commitments for their procurement;

(2) If the party against whom enforcement is sought admits in that party's pleading, in testimony, or otherwise in court that a lease contract was made. The lease contract is not enforceable under division (D)(2) of this section beyond the quantity of goods admitted.

(3) With respect to goods that have been received and accepted by the lessee.

(E) The lease term under a lease contract referred to in division (D) of this section is one of the following:

(1) If there is a ~~writing~~-record signed by the party against whom enforcement is sought or by that party's authorized agent specifying the lease term, the term so specified;

(2) If the party against whom enforcement is sought admits in that party's pleading, in testimony, or otherwise in court a lease term, the term so admitted;

(3) A reasonable lease term.

Sec. 1310.09. Final expression: parol or extrinsic evidence [UCC 2A-202]

Terms with respect to which the confirmatory memoranda of the parties agree or that otherwise are set forth in a ~~writing~~-record intended by the parties as a final expression of their agreement with respect to the terms that are included in their agreement may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented by both of the following:

(A) Course of dealing, usage of trade, or course of performance;

(B) Evidence of consistent additional terms, unless the court finds the ~~writing~~-record to have been intended also as a complete and exclusive statement of the terms of the agreement.

Sec. 1310.10. Seals inoperative [UCC 2A-203]

The affixing of a seal to a ~~writing~~-record evidencing a lease contract or an offer to enter into a lease contract does not render the ~~writing~~-record a sealed instrument, and the law with respect to sealed instruments does not apply to a lease contract or offer to which a seal has been affixed.

Sec. 1310.12. Firm offers [UCC 2A-205]

An offer by a merchant to lease goods to or from another person in a signed ~~writing~~-record that by its terms gives assurance it will be held open is not revocable, for lack of consideration, during the time stated or, if no time is stated, for a reasonable time, but in no event may the period of irrevocability exceed three months. Any such term of assurance on a form supplied by the offeree shall be separately signed by the offeror.

Sec. 1310.15. Modification, rescission, and waiver [UCC 2A-208]

(A) An agreement modifying a lease contract needs no consideration to be binding.

(B) A signed lease agreement that excludes modification or rescission except by a signed ~~writing~~-record may not be otherwise modified or rescinded, but, except as between merchants, a provision that excludes modification or rescission except by a signed ~~writing~~-record and that is on a form supplied by a merchant shall be separately signed by the other party.

(C) Although an attempt at modification or rescission does not satisfy the requirements of division (B) of this section, it may operate as a waiver.

(D) A party who has made a waiver affecting an executory portion of a lease contract may retract the waiver by reasonable notification received by the other party that strict performance will be required of any term waived, unless the retraction would be unjust in view of a material change of position in reliance on the waiver.

Sec. 1311.55. (A) As used in this section:

(1) "Agricultural product" means all fruit and vegetable crops, meat and meat products, milk and dairy products, poultry and poultry products, wool, and all seeds harvested by a producer for sale, except that it does not include any grain crop that is subject to the fee that the director of agriculture may require to be remitted under section 926.16 of the Revised Code. "Agricultural product" also includes an algacultural product as defined in section 901.511 of the Revised Code.

(2) "Agricultural product handling" means engaging in or participating in the business of buying, selling, exchanging, or negotiating or soliciting a purchase, sale, resale, exchange, or transfer of an agricultural product.

(3) "Agricultural product handler" or "handler" means any person who is engaged in the business of agricultural product handling, except that a person who sells only those agricultural products that the person has produced, or buys agricultural products for the person's own use, is not an agricultural product handler.

(4) "Agricultural producer" or "producer" means any person who grows, raises, or produces an agricultural product on land that the person owns or leases.

(5) "Proceeds" has the same meaning as in ~~division (A)(64) of~~ section 1309.102 of the Revised Code.

(B) An agricultural producer who delivers an agricultural product under an express or implied contract to an agricultural product handler, or an agricultural product handler who delivers an agricultural product under an express or implied contract to another agricultural product handler, has a lien to secure the payment for all of the agricultural product delivered under that contract. The lien attaches to the product, whether in a raw or processed condition, while in the possession of the agricultural product handler, and to the proceeds of the sale of the agricultural product. The lien attaches from the date of delivery of the agricultural product to the handler, or if there is a series of deliveries under the contract, from the date of the first delivery. The lien is contingent until the producer or handler complies with section 1311.56 of the Revised Code.

(C) The lien on an agricultural product covers the contract price agreed upon, or when there is no agreed price at the time of delivery, the value of the agricultural product as determined by the "market news service" of the Ohio department of agriculture on the date the agricultural producer or handler files the affidavit permitted under section 1311.56 of the Revised Code.

(D) Any waiver by a producer or handler of the producer's or handler's right to an agricultural product lien is void as being contrary to public policy.

Sec. 1314.101. Title [UCC 12-101]

This chapter may be cited as "Uniform Commercial Code, controllable electronic records."

Sec. 1314.102. Definitions [UCC 12-102]

As used in this chapter:

(A) "Controllable electronic record" means a record stored in an electronic medium that can be subjected to control under section 1314.105 of the Revised Code. "Controllable electronic record"

does not include a controllable account, a controllable payment intangible, a deposit account, an electronic copy of a record evidencing chattel paper, an electronic document of title, electronic money, investment property, or a transferable record.

(B) "Qualifying purchaser" means a purchaser of a controllable electronic record or an interest in a controllable electronic record that obtains control of the controllable electronic record for value, in good faith, and without notice of a claim of a property right in the controllable electronic record.

(C) "Transferable record" means both of the following:

(1) A "transferable record," as defined in section 1306.15 of the Revised Code;

(2) A "transferable record," as defined in the "Electronic Signatures in Global and National Commerce Act," 15 U.S.C 7021(a)(1).

(D) "Value" has the same meaning as in section 1303.33 of the Revised Code, as if references in that section to an "instrument" were references to a controllable account, controllable electronic record, or controllable payment intangible.

(E) "Account debtor," "controllable account," "controllable payment intangible," "chattel paper," "deposit account," "electronic money," and "investment property" have the same meanings as in section 1309.102 of the Revised Code.

Sec. 1314.103. Relation to Chapter 1309. of the Revised Code and consumer laws [UCC 12-103]

(A) If there is a conflict between this chapter and Chapter 1309. of the Revised Code, Chapter 1309. of the Revised Code governs.

(B) A transaction subject to this chapter is subject to any applicable rule of law that establishes a different rule for consumers.

Sec. 1314.104. Rights in controllable account, controllable electronic record, and controllable payment intangible [UCC 12-104]

(A) This section applies to the acquisition and purchase of rights in a controllable account or a controllable payment intangible, including the rights and benefits under divisions (C), (D), (E), (G), and (H) of this section of a purchaser and qualifying purchaser, in the same manner this section applies to a controllable electronic record.

(B) To determine whether the purchaser of a controllable account or a controllable payment intangible is a qualifying purchaser, the purchaser obtains control of the account or payment intangible if it obtains control of the controllable electronic record that evidences the account or payment intangible.

(C) Except as provided in this section, law other than this chapter determines whether a person acquires a right in a controllable electronic record and the right the person acquires.

(D) A purchaser of a controllable electronic record acquires all rights in the controllable electronic record that the transferor had or had power to transfer, except that a purchaser of a limited interest in a controllable electronic record acquires rights only to the extent of the interest purchased.

(E) A qualifying purchaser acquires its rights in the controllable electronic record free of a claim of a property right in the controllable electronic record.

(F) Except as otherwise provided in divisions (A) and (E) of this section for a controllable account and a controllable payment intangible, or law other than this chapter, a qualifying purchaser takes a right to payment, right to performance, or other interest in property evidenced by the controllable electronic record subject to a claim of a property right in the right of payment, right to performance, or other interest in the property.

(G) An action shall not be asserted against a qualifying purchaser based on both a purchase by the qualifying purchaser of a controllable electronic record and a claim of a property right in another controllable electronic record, whether the action is framed in conversion, replevin, constructive trust, equitable lien, or other theory.

(H) Filing of a financing statement under Chapter 1309. of the Revised Code is not notice of a claim of a property right in a controllable electronic record.

Sec. 1314.105. Control of controllable electronic record [UCC 12-105]

(A) A person has control of a controllable electronic record if the electronic record, a record attached to or logically associated with the electronic record, or a system in which the electronic record is recorded:

(1) Gives the person both of the following:

(a) Power to avail itself of substantially all the benefits from the electronic record;

(b) Exclusive power, subject to division (B) of this section, to do both of the following:

(i) Prevent others from availing themselves of substantially all the benefits from the electronic record;

(ii) Transfer control of the electronic record to another person or cause another person to obtain control of another controllable electronic record as a result of the transfer of the electronic record.

(2) Enables the person to readily identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as having the powers specified in division (A)(1) of this section.

(B) Subject to division (C) of this section, a power is exclusive under divisions (A)(1)(b)(i) and (ii) of the Revised Code even if either or both of the following apply:

(1) The controllable electronic record, a record attached to or logically associated with the electronic record, or a system in which the electronic record is recorded limits the use of the electronic record or has a protocol programmed to cause a change, including a transfer or loss of control or a modification of benefits afforded by the electronic record;

(2) The power is shared with another person.

(C) A power of a person is not shared with another person under division (B)(2) of this section and the person's power is not exclusive if both of the following apply:

(1) The person can exercise the power only if the power is also exercised by the same

person:

(2) The other person either:

(a) Can exercise the power without exercise of the power by the person;

(b) Is the transferor to the person of an interest in the controllable electronic record or a controllable account or controllable payment intangible evidenced by the controllable electronic record.

(D) If a person has the powers specified in divisions (A)(1)(b)(i) and (ii) of this section, the powers are presumed to be exclusive.

(E) A person has control of a controllable electronic record if another person, other than the transferor to the person of an interest in the controllable electronic record or a controllable account or controllable payment intangible evidenced by the controllable electronic record either:

(1) Has control of the electronic record and acknowledges that it has control on behalf of the person;

(2) Obtains control of the electronic record after having acknowledged that it will obtain control of the electronic record on behalf of the person.

(F) A person that has control under this section is not required to acknowledge that it has control on behalf of another person.

(G) If a person acknowledges that it has or will obtain control on behalf of another person, unless the person otherwise agrees or law other than this chapter or Chapter 1309. of the Revised Code provides otherwise, the person does not owe any duty to the other person and is not required to confirm the acknowledgment to any other person.

Sec. 1314.106. Discharge of account debtor on controllable account or controllable payment intangible [UCC 12-106]

(A) An account debtor on a controllable account or controllable payment intangible may discharge its obligation by paying either:

(1) The person having control of the controllable electronic record that evidences the controllable account or controllable payment intangible;

(2) Except as provided in division (B) of this section, a person that formerly had control of the controllable electronic record.

(B) Subject to division (D) of this section, the account debtor may not discharge its obligation by paying a person that formerly had control of the controllable electronic record if the account debtor receives a notification that complies with all of the following:

(1) Is signed by a person that formerly had control or the person to which control was transferred;

(2) Reasonably identifies the controllable account or controllable payment intangible;

(3) Notifies the account debtor that control of the controllable electronic record that evidences the controllable account or controllable payment intangible was transferred;

(4) Identifies the transferee in any reasonably way, including by name, identifying number,

cryptographic key, office, or account number;

(5) Provides a commercially reasonable method by which the account debtor is to pay the transferee.

(C) After receipt of a notification that complies with division (B) of this section, the account debtor may discharge its obligation by paying in accordance with the notification and may not discharge the obligation by paying a person that formerly had control.

(D) Subject to division (H) of this section, notification is ineffective under division (B) of this section if any of the following apply:

(1) Unless, before the notification is sent, the account debtor and the person that, at that time, had control of the controllable electronic record that evidences the controllable account or controllable payment intangible agree in a signed record to a commercially reasonable method by which a person may furnish reasonable proof that control has been transferred;

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

(3) At the option of the account debtor, if the notification notifies the account debtor to do any of the following:

(a) Divide a payment;

(b) Make less than the full amount of an installment or other periodic payment;

(c) Pay any part of a payment by more than one method or to more than one person.

(E) Subject to division (H) of this section, if requested by the account debtor, the person giving the notification under division (B) of this section seasonably shall furnish reasonable proof, using the method in the agreement referred to in division (D)(1) of this section, that control of the controllable electronic record has been transferred. Unless the person complies with the request, the account debtor may discharge its obligations by paying a person that formerly had control, even if the account debtor has received a notification under division (B) of this section.

(F) A person furnishes reasonable proof under division (E) of this section that control has been transferred if the person demonstrates, using the method in the agreement referred to in division (D)(1) of this section, that the transferee has the power to do all of the following:

(1) Avail itself of substantially all the benefit from the controllable electronic record;

(2) Prevent others from availing themselves of substantially all the benefit from the controllable electronic record;

(3) Transfer the powers specified in divisions (F)(1) and (2) of this section to another person.

(G) Subject to division (H) of this section, an account debtor may not waive or vary its rights under divisions (D)(1) and (E) of this section, or its option under division (D)(3) of this section.

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

Sec. 1314.107. Governing law [UCC 12-107]

(A) Except as otherwise provided in division (B) of this section, the local law of a controllable electronic record's jurisdiction governs a matter covered by this chapter.

(B) For a controllable electronic record that evidences a controllable account or controllable payment intangible, the local law of the controllable electronic record's jurisdiction governs a matter covered by section 1314.106 of the Revised Code unless an effective agreement determines that the local law of another jurisdiction governs.

(C) The following rules determine a controllable electronic record's jurisdiction under this section:

(1) If the controllable electronic record, or a record attached to or logically associated with the controllable electronic record and readily available for review, expressly provides that a particular jurisdiction is the controllable electronic record's jurisdiction for purposes of this chapter or Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., or 1310. of the Revised Code, that jurisdiction is the controllable electronic record's jurisdiction.

(2) If division (C)(1) of this section does not apply and the rules of the system in which the controllable electronic record is recorded are readily available for review and expressly provide that a particular jurisdiction is the controllable electronic record's jurisdiction for purposes of this chapter or Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., or 1310. of the Revised Code, that jurisdiction is the controllable electronic record's jurisdiction.

(3) If divisions (C)(1) and (2) of this section do not apply and the controllable electronic record, or a record attached to or logically associated with the controllable electronic record and readily available for review, expressly provides that the controllable electronic record is governed by the law of a particular jurisdiction, that jurisdiction is the controllable electronic record's jurisdiction.

(4) If divisions (C)(1), (2), and (3) of this section do not apply and the rules of the system in which the controllable electronic record is recorded are readily accessible for review and expressly provide that the controllable electronic record or the system is governed by the law of a particular jurisdiction, that jurisdiction is the controllable electronic record's jurisdiction.

(5) If divisions (C)(1), (2), (3), and (4) of this section do not apply, the controllable electronic record's jurisdiction is the District of Columbia.

(D) If division (C)(5) of this section applies and article twelve is not in effect in the District of Columbia without material modification, the governing law for a matter covered by this chapter is the law of the District of Columbia as though article twelve were in effect in the District of Columbia without material modification. In this division, "article twelve" means article twelve of the uniform commercial code.

(E) To the extent divisions (A) and (B) of this section provide that the local law of the controllable electronic record's jurisdiction governs a matter covered by this chapter, that law governs even if the matter or transaction to which the matter relates does not bear any relation to the controllable electronic record's jurisdiction.

(F) The rights acquired under section 1314.104 of the Revised Code by a purchaser or qualifying purchaser are governed by the law applicable under this section at the time of purchase.

Sec. 1316.101. Title [UCC A-101]

This chapter may be cited as "transitional provisions for Uniform Commercial Code amendments (2022)."

Sec. 1316.102. Definitions [A-102]

(A) As used in this chapter:

(1) "Adjustment date" means July 1, 2025, or the date that is one year after the effective date of this section, whichever is later.

(2) "Article 12" means Chapter 1314. of the Revised Code.

(3) "Article 12 property" means a controllable account, controllable electronic record, or controllable payment intangible.

(4) "Uniform Commercial Code" means Chapters 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., 1310., and 1314. of the Revised Code.

(B) The following definitions in other chapters of the Revised Code apply to this chapter:

(1) "Controllable account," has the same meaning as in section 1309.102 of the Revised Code;

(2) "Controllable electronic record," has the same meaning as in section 1314.102 of the Revised Code;

(3) "Controllable payment intangible" has the same meaning as in section 1309.102 of the Revised Code;

(4) "Electronic money" has the same meaning as in section 1309.102 of the Revised Code;

(5) "Financing statement" has the same meaning as in section 1309.102 of the Revised Code.

(C) Chapter 1301. of the Revised Code contains general definitions and principles of construction and interpretation applicable throughout this chapter.

Sec. 1316.201. Except as provided in sections 1316.301 to 1316.306 of the Revised Code, a transaction validly entered into before the effective date of this section and the rights, duties, and interests following from the transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, the Uniform Commercial Code as it existed before the effective date of this section.

Sec. 1316.301. Saving clause [UCC A-301]

(A) Except as provided in sections 1316.301 to 1316.306 of the Revised Code, the version of Chapter 1309. of the Revised Code that applies on the effective date of this section, and Article 12 apply to a transaction, lien, or other interest in property, even if the transaction lien, or interest was entered into, created, or acquired before the effective date of this section.

(B) Except as provided in division (C) of this section and sections 1316.302 to 1316.306 of the Revised Code:

(1) A transaction, lien, or interest in property that was validly entered into, created, or

transferred before the effective date of this section and was not governed by the Uniform Commercial Code, but would be subject to Chapter 1309. of the Revised Code or Article 12 if it had been entered into, created, or transferred on or after the effective date of this section, including the rights, duties, and interests flowing from the transaction, lien, or interest, remains valid on and after the effective date of this section; and

(2) The transaction, lien, or interest may be terminated, completed, consummated, and enforced as required or permitted by the Uniform Commercial Code, as it exists on the effective date of this section, or by the law that applied before that date.

(C) The amendments to the Uniform Commercial Code that apply on the effective date of this section do not affect an action, case, or other proceeding commenced before the effective date of this section.

Sec. 1316.302. Security interest perfected before effective date [UCC A-302]

(A) A security interest that is enforceable and perfected immediately before the effective date of this section is a perfected security interest under the Uniform Commercial Code, as it exists on the effective date of this section, if the requirements for enforceability and perfection under the Uniform Commercial Code, as it exists on the effective date of this section, are satisfied without further action.

(B) If a security interest is enforceable and perfected immediately before the effective date of this section, but the requirements for enforceability or perfection under the Uniform Commercial Code, as it exists on the effective date of this section, are not satisfied on the effective date of this section, the security interest:

(1) Is a perfected security interest until the earlier of the time perfection would have ceased under the law in effect immediately before the effective date of this section or the adjustment date;

(2) Remains enforceable thereafter only if the security interest satisfies the requirements for enforceability under section 1309.203 of the Revised Code, as it exists on the effective date of this section, before the adjustment date; and

(3) Remains perfected thereafter only if the requirements for perfection under the Uniform Commercial Code, as it exists on the effective date of this section, are satisfied before the time specified in division (B)(1) of this section.

Sec. 1316.303. Security interest unperfected before effective date [UCC A-303]

A security interest that is enforceable immediately before the effective date of this section but is unperfected at that time:

(A) Remains an enforceable security interest until the adjustment date;

(B) Remains enforceable thereafter if the security interest becomes enforceable under section 1309.203 of the Revised Code, as amended by this act, on the effective date of this section or before the adjustment date; and

(C) Becomes perfected:

(1) Without further action, on the effective date of this section if the requirements for

perfection the Uniform Commercial Code, as it exists on the effective date of this section, are satisfied before or at that time; or

(2) When the requirements for perfection are satisfied if the requirements are satisfied after that time.

Sec. 1316.304. Effectiveness of actions taken before effective date [UCC A-304]

(A) If action, other than the filing of a financing statement, is taken before the effective date of this section and the action would have resulted in perfection of the security interest had the security interest become enforceable before the effective date of this section, the action is effective to perfect a security interest that attaches under the Uniform Commercial Code, as it exists on the effective date of this section, before the adjustment date. An attached security interest becomes unperfected on the adjustment date unless the security interest becomes a perfected security interest under the Uniform Commercial Code, as it exists on the effective date of this section, before the adjustment date.

(B) The filing of a financing statement before the effective date of this section is effective to perfect a security interest on the effective date of this section to the extent that the filing would satisfy the requirements for perfection under the Uniform Commercial Code, as it exists on the effective date of this section.

(C) The taking of an action before the effective date of this section is sufficient for the enforceability of a security interest on the effective date of this section if the action would satisfy the requirements for enforceability under the Uniform Commercial Code, as it exists on the effective date of this section.

Sec. 1316.305. Priority [UCC A-305]

(A) Subject to divisions (B) and (C) of this section, the Uniform Commercial Code, as it exists on the effective date of this section, determines the priority of conflicting claims to collateral.

(B) Subject to division (C) of this section, if the priorities of claims to collateral were established before the effective date of this section, Chapter 1309. of the Revised Code, as it existed before the effective date of this section, determines priority.

(C) On the adjustment date, to the extent the priorities determined by Chapter 1309. of the Revised Code, as it exists on the effective date of this section, modify the priorities established before the effective date of this section, priorities of claims to Article 12 property and electronic money established before the effective date of this section cease to apply.

Sec. 1316.306. Priority of claims when priority rules of Chapter 1309. of the Revised Code do not apply [UCC A-306]

(A) Subject to divisions (B) and (C) of this section, Article 12 determines the priorities of conflicting claims to Article 12 property when priority rules of Chapter 1309. of the Revised Code, as it exists on the effective date of this section, do not apply.

(B) Subject to division (C) of this section, when the priority rules of Chapter 1309. of the Revised Code, as it exists on the effective date of this section, do not apply and the priorities of

claims to Article 12 property were established before the effective date of this section, law other than Article 12 determines priority.

(C) When the priority rules of Chapter 1309. of the Revised Code, as it exists on the effective date of this section, do not apply, to the extent priorities determined by the Uniform Commercial Code, as it exists on the effective date of this section, modify the priorities established before the effective date of this section, the priorities of claims to Article 12 property established before the effective date of this section cease to apply on the adjustment date.

SECTION 2. That existing sections 141.16, 1301.101, 1301.102, 1301.103, 1301.104, 1301.105, 1301.106, 1301.201, 1301.204, 1301.205, 1301.206, 1301.301, 1301.302, 1301.304, 1301.305, 1301.306, 1302.01, 1302.02, 1302.04, 1302.05, 1302.06, 1302.08, 1302.12, 1303.01, 1303.03, 1303.41, 1303.69, 1304.51, 1304.56, 1304.57, 1304.58, 1304.62, 1304.63, 1304.65, 1304.66, 1304.72, 1305.03, 1305.15, 1307.102, 1307.106, 1308.01, 1308.02, 1308.05, 1308.17, 1308.24, 1309.102, 1309.104, 1309.105, 1309.203, 1309.204, 1309.207, 1309.208, 1309.209, 1309.210, 1309.301, 1309.304, 1309.305, 1309.310, 1309.312, 1309.313, 1309.314, 1309.316, 1309.317, 1309.323, 1309.324, 1309.330, 1309.331, 1309.332, 1309.334, 1309.341, 1309.404, 1309.406, 1309.408, 1309.509, 1309.513, 1309.601, 1309.605, 1309.608, 1309.611, 1309.613, 1309.614, 1309.615, 1309.616, 1309.619, 1309.620, 1309.621, 1309.624, 1309.628, 1310.01, 1310.02, 1310.05, 1310.08, 1310.09, 1310.10, 1310.12, 1310.15, and 1311.55 of the Revised Code are hereby repealed.

SECTION 3. Section 1309.102 of the Revised Code is presented in this act as a composite of the section as amended by both H.B. 276 and S.B. 208 of the 129th General Assembly. The General Assembly, applying the principle stated in division (B) of section 1.52 of the Revised Code that amendments are to be harmonized if reasonably capable of simultaneous operation, finds that the composite is the resulting version of the section in effect prior to the effective date of the section as presented in this act.

Speaker _____ *of the House of Representatives.*

President _____ *of the Senate.*

Passed _____, 20____

Approved _____, 20____

Governor.

Sub. H. B. No. 195

136th G.A.

The section numbering of law of a general and permanent nature is complete and in conformity with the Revised Code.

Director, Legislative Service Commission.

Filed in the office of the Secretary of State at Columbus, Ohio, on the ____ day of _____, A. D. 20____.

Secretary of State.

File No. _____ Effective Date _____