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From:

Sent: Wednesday, April 17, 2013 2:14 PM

To:

Cc:

Subject: 6323 Question

Sorry again about the delays in this one. My reviewer concurs in my response below. We also note that, as you are likely aware, there is an [redacted] local law guide addressing PR law and requirements for perfection of security interests under the UCC. We didn't find anything unusual about PR law.

This agreement does appear to be an obligatory disbursement agreement, with respect to a surety, for purposes of section 6323(c)(4). See the chapter in the GL School text on lien superpriorities for future advances/commercial financing agreements and the LRG at 5.17.2.6.6.4 for a general summary description.

I have asked around the practice group and done my own research and found nothing addressing this provision, or any other provision of 6323, regarding what is required under PR law for protection under local law against a subsequent judgment lien.

Regarding section 6323(c)(4) in general, there is not much out there. I didn't find any CCAs or old GL Bulletin digest entries. Nothing. [redacted] directed me to some cases he turned up during a LEXIS search, fwiw: 162 B.R. 922; 2012 U.S. Distr. LEXIS 166637; 949 F.2d 1042; AOD 1971-288. I think [redacted] has done a lot of her own research and has found her own cases. Again, nothing particular to PR law. Regarding what is required under a particular state law, I think it is just a matter of looking to what the state UCC requires to perfect a security interest, e.g., filing a financing statement.

Let me know if you want to discuss.