LEGISLATIVE BILL 783

Approved by the Governor March 3, 2026

Introduced by Hallstrom, 1.

A BILL FOR AN ACT relating to liens; to amend section 76-902, Revised Statutes Supplement, 2025; to adopt the Uniform Assignment for Benefit of Creditors Act; to provide an exemption to the documentary stamp tax; to provide severability; and to repeal the original section.

Be it enacted by the people of the State of Nebraska,

Section 1. Sections 1 to 26 of this act shall be known and may be cited as the Uniform Assignment for Benefit of Creditors Act.

Sec. 2. In the Uniform Assignment for Benefit of Creditors Act:

(1) Affiliate means:

(A) a person that directly or indirectly owns, controls, or holds, with power to vote, twenty percent or more of the outstanding voting interests of another person, other than a person that holds the interests:

(i) in a fiduciary or agency capacity without sole discretionary power to vote the interests; or

(ii) solely to secure a debt, if the person has not in fact exercised the power to vote;

(B) a person with twenty percent or more of the person's outstanding voting interests directly or indirectly owned, controlled, or held, with power to vote, by another person;

(C) a person whose business is operated under a lease or operating agreement by another person, or a person substantially all of whose assets are controlled by the other person; or

(D) a person that operates the business or substantially all the assets of another person under a lease or operating agreement.

(2) Asset means a legal or equitable interest in property of an assignor, regardless of the person holding or in possession, custody, or control of the property or where the property is located. The term does not include:

(A) a legal or equitable interest in property restricted from assignment if the restriction is effective under other law, unless the other law permits assignment with the consent of another person and the person consents to the assignment in a manner permitted by the other law; or

(B) if the assignor is an individual, a legal or equitable interest in property to the extent it is exempt from legal process under other law.

(3) Assigned asset means an asset transferred under an assignment.

(4) Assignee means a person to which assets are transferred under an assignment.

(5) Assignment means a transfer by a person of all the person's assets to another person for the benefit of the transferor's creditors.

(6) Assignment agreement means an agreement that transfers or provides for a transfer of all the assignor's assets.

(7) Assignment estate means the assets held at a given time by the assignee under an assignment.

(8) Assignor means a person whose assets are transferred under an assignment.

(9) Claim means a creditor's right to payment or to an equitable remedy, regardless of whether the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured.

(10) Cohabitant means each of two individuals not married to each other who live together as a couple after each has reached the age of majority or been emancipated.

(11) Creditor means a person that has a claim against an assigned asset or the assignor.

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

(13) Good faith means honesty in fact and the observance of reasonable commercial standards of fair dealing.

(14) Insider includes:

(A) in the case of an individual:

(i) a relative of the individual;

(ii) a partnership or limited liability company in which the individual is a general partner or managing member; or

(iii) an organization of which the individual is a director, officer, or person in control;

(B) in the case of an organization:

(i) a director, officer, manager, or other person in control of or with controlling equity interest in the organization;

(ii) a partnership or limited liability company in which the organization is a general partner or managing member;

(iii) a general partner or managing member of the organization; or

(iv) a relative of a general partner, managing member, director, officer, manager, or other person in control of or with controlling equity interest in

the organization;

(C) an affiliate; or

(D) a managing agent of an organization.

(15) Lien means an interest in an asset that secures payment or performance of an obligation.

(16) Organization means a person other than an individual.

(17) Perfected lien means a lien on:

(A) real property other than fixtures on which a bona fide purchaser of the property cannot acquire an interest superior to the interest of the lienholder; or

(B) fixtures or property other than real property on which a creditor cannot acquire a lien by attachment, levy, or the like that is superior to the interest of the lienholder.

(18) Person means an individual, estate, business or nonprofit entity, government or governmental subdivision, agency, or instrumentality, or other legal entity. The term includes a protected series, however denominated, of an entity if the protected series is established under law that limits, or limits if conditions specified under 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.

(19) Proof of claim means a record a creditor submits to an assignee to evidence the creditor's claim.

(20) Record means information:

(A) inscribed on a tangible medium; or

(B) stored in an electronic or other medium and retrievable in perceivable form.

(21) Relative means an individual related by affinity or consanguinity within the third degree or a cohabitant.

(22) Security interest means a lien created by an agreement.

(23) 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 it would have been received if properly sent under subdivision (23)(A) of this section.

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

(A) execute or adopt a tangible symbol; or

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

(25) State means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any other territory or possession subject to the jurisdiction of the United States. The term includes a federally recognized Indian tribe.

(26) Transfer means disposing of or parting with an asset or with an interest in an asset, regardless of whether the disposition or parting is indirect, conditional, or involuntary.

Sec. 3. The Uniform Assignment for Benefit of Creditors Act applies to an assignment made by an assignor that is:

(1) an organization whose principal place of business is in this state;

(2) an organization whose internal affairs are governed by other law of this state;

(3) an individual whose principal residence is in this state;

(4) an organization wholly owned, directly or indirectly, by an assignor that satisfies subdivision (1), (2), or (3) of this section; or

(5) an organization that:

(A) is partly owned, directly or indirectly, and controlled by an assignor that satisfies subdivision (1), (2), or (3) of this section;

(B) has no place of business or employees; and

(C) relies on the services the organization receives from an assignor that satisfies subdivision (1), (2), or (3) of this section.

Sec. 4. (a) An assignee must be a person that:

(1) is not a creditor, affiliate, or insider of the assignor;

(2) is not an affiliate or insider of a creditor of the assignor;

(3) does not have a claim against the assignment estate, other than a claim for fees and expenses to be paid under the assignment agreement;

(4) does not have a material financial interest in the outcome of the assignment, other than a claim for fees and expenses to be paid under the assignment agreement;

(5) does not hold an equity interest in the assignor other than a noncontrolling interest in a publicly traded company; and

(6) is not an affiliate of a person that fails to satisfy subdivision (a)(1), (2), (3), (4), or (5) of this section.

(b) A person that satisfies subsection (a) of this section is not precluded from being an assignee merely because the person performed services for the assignor before the assignment.

(c) An assignment agreement must be in a record signed by the assignor and the assignee. The record must:

(1) state the name and address of the assignor and of the assignee;

(2) transfer or provide for a transfer of all the assignor's assets;

(3) describe the assigned assets in sufficient detail to identify the assets;

(4) provide for the distribution of the assignment estate;

(5) describe the fees to be charged by the assignee in connection with the assignment, including the basis on which they are to be calculated; and

(6) include a representation by the assignor, under penalty of perjury, that the assignor is assigning all the assignor's assets.

(d) If an assignee relies in good faith on the assignor's representation made under subdivision (c)(6) of this section, all the assignor's assets are deemed to be assigned, even if the representation is inaccurate.

Sec. 5. (a) An assignee obtains the rights, title, and interests of the assignor in the assigned assets.

(b) If the assignor is an organization, an assignee obtains the rights, title, and interests of the assignor in assets acquired after the assignment.

(c) Except as provided in subdivision (b)(12) of section 10 of this act, an assignee takes each assigned asset subject to an existing interest in the asset held by another person.

(d) An assignee holds the assigned assets subject to the assignee's duties under section 9 of this act.

(e) An assignment is subject to other law under which the assignment may be fraudulent or otherwise voidable.

(f) The effective date of an assignment agreement is the date the agreement is signed by the last party to the agreement that is required to sign the agreement unless a later date is identified in the agreement as the effective date.

Sec. 6. (a) In this section, financing statement has the same meaning as in section 9-102, Uniform Commercial Code.

(b) An assignee of a legal or equitable interest in personal property may file a financing statement in the filing office of:

(1) this state established for purposes of section 9-501, Uniform Commercial Code;

(2) any other state in which:

(A) the assignor would be located under section 9-307, Uniform Commercial Code, if the assignor were a debtor for the purpose of that section; or

(B) an asset of the assignment estate may be located.

(c) A financing statement filed under subsection (b) of this section must indicate that it is filed in connection with an assignment.

(d) When filing a financing statement under subsection (b) of this section, the assignee must:

(1) attach a copy of the assignment agreement to the financing statement; or

(2) state on the financing statement that a copy of the assignment agreement is available on request to the assignee.

(e) A financing statement filed under subsection (b) of this section may:

(1) designate the assignor as debtor and the assignee as secured party; or

(2) use the terms assignor and assignee or words of similar import.

(f) The filing of a financing statement under subsection (b) of this section is not itself a factor in determining whether an asset secures an obligation. The rights of the assignee under the assignment are not affected if the assignee does not file a financing statement under subsection (b) of this section.

(g) An assignee of a legal or equitable interest in real property shall record the assignment of the interest or notice of the assignment under the real estate recording law of the jurisdiction where the property is located.

(h) An assignee shall comply with other law governing the transfer of title to an asset.

(i) By signing an assignment agreement, the assignor authorizes the assignee to take the actions required by this section.

Sec. 7. (a) Unless a creditor waives in a signed record the right to notification, an assignee shall send a notification of the assignment to each creditor known to the assignee within a reasonable time not to exceed thirty days after the effective date of the assignment agreement.

(b) The notification must:

(1) be in a record signed by the assignee;

(2) include the assignee's name, address, and other contact information reasonably necessary to communicate with the assignee;

(3) provide reasonable instructions for submitting a proof of claim using the method established by the assignee under subdivision (b)(5) of section 9 of this act; and

(4) identify the date established under subdivision (b)(6) of section 9 of this act by which each creditor whose claim is not otherwise allowed without a timely proof of claim under the Uniform Assignment for Benefit of Creditors Act must submit a proof of claim.

(c) An assignee shall use reasonable means to provide the information in subsection (b) of this section to unknown creditors, including by any means the assignor regularly used to:

(1) provide information to the assignor's creditors; or

(2) communicate information about the assignor, other than advertising, to the public.

Sec. 8. (a) Subject to section 23 of this act, an assignor has a duty to take all reasonable actions necessary for the assignee to administer the assignment, the assigned assets, and the assignment estate.

(b) In furtherance of the duty under subsection (a) of this section, the assignor shall:

(1) preserve and turn over to the assignee the assigned assets in the assignor's possession or control;

(2) provide to the assignee information reasonably necessary to administer the assignment, the assigned assets, and the assignment estate;

(3) sign any record reasonably necessary to transfer an assigned asset and comply with any notarization required under other law;

(4) designate, and provide the assignee with the name, address, and other contact information reasonably necessary to communicate with, an appropriate person willing and able to act as a representative on behalf of the assignor as may be reasonably necessary to administer the assignment, the assigned assets, and the assignment estate;

(5) if the assignment includes a legal or equitable interest in real property or titled personal property, cooperate with the assignee in taking actions under section 6 of this act;

(6) on or as soon as practicable after the effective date of the assignment agreement, provide the assignee:

(A) a list of all assets;

(B) a list of all the assignor's employees, including those whose employment is terminated in connection with the assignment; and

(C) a list of all the assignor's known creditors, including, for each creditor, the creditor's address and other contact information reasonably necessary to communicate with the creditor;

(7) verify under penalty of perjury the accuracy of the lists required under subdivision (b)(6) of this section;

(8) with respect to a legal or equitable interest in property restricted from assignment, cooperate with the assignee to obtain consent from a person whose consent to assign the interest is necessary under other law; and

(9) provide assistance to the assignee as required by the assignment agreement.

(c) The duties in this section also apply to a representative designated under subdivision (b)(4) of this section.

Sec. 9. (a) Subject to section 23 of this act, an assignee has a fiduciary duty to the assignment estate for the benefit of creditors:

(1) of loyalty, including the duty to manage the assignment in good faith;

(2) to use reasonable care to maximize distributions under section 15 of this act; and

(3) to wind up the assignment under section 19 of this act in a manner compatible with the best interests of the assignment estate and creditors.

(b) Without limitation on the duties under subsection (a) of this section, and subject to section 23 of this act, the assignee also has a duty to:

(1) maintain a separate deposit account for funds related to the assignment;

(2) collect on or dispose of each assigned asset, unless the assignee determines it is more economically efficient to abandon the asset;

(3) prepare and retain appropriate business records, including a record of each receipt, disbursement, and collection on or disposition of an assigned asset;

(4) pay administrative expenses of the assignment estate, to the extent the assignment estate has sufficient unencumbered assets;

(5) establish a method that is reasonably designed to permit a creditor to submit a proof of claim;

(6) establish a single date by which creditors whose claims are not otherwise allowed without timely proofs of claim under the Uniform Assignment for Benefit of Creditors Act must submit proofs of claim, which must be not less than ninety days and not more than two hundred ten days after the effective date of the assignment agreement;

(7) unless a claim would receive minimal or no distribution without regard to the claim's validity or asserted priority, examine the validity and priority of claims against the assignment estate and, if necessary, consult with the representative designated by the assignor under subdivision (b)(4) of section 8 of this act;

(8) at least every six months, provide to each creditor a summary of the assets, liabilities, and expenses of the assignment estate;

(9) comply with all requirements of the Internal Revenue Service and state and local taxing authorities;

(10) send a notification to each creditor of the assignee's compensation and any change in the method of determining the assignee's compensation from the method provided in the assignment agreement;

(11) send a final accounting under subsection (a) of section 19 of this act; and

(12) comply with the other requirements imposed on the assignee under the Uniform Assignment for Benefit of Creditors Act.

Sec. 10. (a) An assignee has the powers necessary or appropriate to perform the assignee's duties.

(b) Unless the assignment agreement expressly provides otherwise, the assignee has power to:

(1) operate an existing business that uses an assigned asset, including preservation of the asset and collection on, or the sale, lease, license, or other disposition of, the asset;

(2) incur secured or unsecured debt and pay expenses incidental to the exercise of the power under subdivision (b)(1) of this section;

(3) assert a right, claim, cause of action, or defense the assignor could have asserted that relates to the assignment estate;

(4) engage professionals, including a professional previously engaged by the assignor, to give advice, to prosecute or defend litigation, or for other

purposes as the assignee considers appropriate, and pay professionals reasonable fees for services from the assignment estate;

(5) collect on, or sell, lease, license, or otherwise dispose of, an asset of the assignment estate regardless of whether the asset is subject to a lien or other encumbrance;

(6) exercise a right to redeem an asset of the assignment estate that is subject to a mortgage, deed of trust, security interest, or other encumbrance;

(7) settle a matter involving a debtor of the assignor;

(8) prosecute or defend a litigation pending on the effective date of the assignment agreement in favor of or against the assignor in the manner and with the same effect as the assignor could have done if the assignment had not been made;

(9) recover an asset in the manner and with the same effect as the assignor could have done if the assignment had not been made;

(10) settle claims against the assignment estate;

(11) abandon an assigned asset;

(12) subject to subsections (c) and (e) of this section, avoid a transfer or the incurrence of an obligation which a creditor that has filed a proof of claim could have avoided under other law if the assignment had not been made; and

(13) invest funds, subject to applicable prudent investor standards under other law.

(c) The power under subdivision (b)(12) of this section is exclusive to the assignee with respect to a creditor that submits a proof of claim. A recovery by the assignee in the exercise of this power must be for the benefit of the assignment estate but may not exceed the amount, asset, or other value the creditor could have obtained by the avoidance.

(d) For the purpose of exercising the assignee's power under subdivision (b)(12) of this section, exercising a voidable-transaction remedy, or otherwise establishing the priority of the assignee's interest, an assignee has a lien on the assignment estate and the status of:

(1) a lien creditor under section 9-102, Uniform Commercial Code, as to an asset that is a legal or equitable interest in personal property or fixtures;

(2) a bona fide purchaser under the law of this state as to an asset that is a legal or equitable interest in real property, other than fixtures, located in this state; and

(3) a bona fide purchaser under the law of another state as to an asset that is a legal or equitable interest in real property, other than fixtures, located in the other state.

(e) An assignee's power under subdivision (b)(12) of this section to avoid a transfer made before the effective date of the assignment agreement, under or in connection with a swap agreement, securities contract, commodity contract, forward contract, repurchase agreement, or master netting agreement, is limited to the extent a trustee would not have the power to avoid the transfer under the Bankruptcy Code, 11 U.S.C. 101 et seq.

(f) An assignee shall exercise the powers under this section consistent with the assignee's fiduciary duty under subsection (a) of section 9 of this act.

Sec. 11. (a) An assignee shall allow a creditor's claim if:

(1) the creditor submits a proof of claim in compliance with section 13 of this act; and

(2) the assignee does not dispute the claim under section 12 of this act before final distribution.

(b) An assignee may:

(1) allow a claim, pay a known liquidated claim, or accept a notice to the assignee of a claim received by the date established by the assignee under subdivision (b)(6) of section 9 of this act even if the creditor does not submit a proof of claim; or

(2) allow and pay a claim evidenced by a late-filed proof of claim, if the assignee determines there is a reasonable basis for excusing the late filing.

(c) Any unsecured portion of an allowed claim shall be valued as of the effective date of the assignment agreement.

(d) A creditor's claim is allowed if the creditor succeeds in a dispute under subsection (b) of section 12 of this act.

(e) Subject to subsection (f) of this section, after expiration of the time for submitting a proof of claim, the assignee shall create a complete list of creditors that have submitted a proof of claim in compliance with section 13 of this act. For each creditor's claim, the list must state:

(1) the amount of the claim, if the amount is known to the assignee; and

(2) whether the claim is secured or unsecured and, if secured, describe the collateral for the claim.

(f) If a class of creditors will receive no distribution on account of allowed claims, the assignee shall send a notice in a record to each creditor in that class that the creditor will receive no distribution instead of the list required in subsection (e) of this section.

(g) If requested by a creditor or other party with an interest in the assignment estate, the assignee shall provide the list created under subsection (e) of this section to the person making the request to the extent permitted by privacy laws and subject to any privacy safeguards the assignee determines in the assignee's business judgment are reasonably necessary.

Sec. 12. (a) An assignee may dispute a creditor's claim before final distribution by sending notification in a record stating the nature of the assignee's dispute to the creditor.

(b) If a dispute cannot be resolved consensually, the assignee may commence a proceeding under section 21 of this act to disallow the claim. The assignee must commence the proceeding before final distribution under section 15 of this act. If the proceeding is not filed before final distribution, the assignee shall allow the claim under section 11 of this act.

(c) An assignee shall create a dollar-for-dollar reserve for the estimated amount of the potential distribution on a disputed claim.

(d) Subject to subsection (b) of this section, an assignee shall disallow a claim for reimbursement or contribution of a person that is liable with the assignor on, or that has secured, the claim, to the extent:

(1) the claim against the assignment estate is disallowed;

(2) the claim for reimbursement or contribution is contingent as of the time of allowance or disallowance; or

(3) the person asserts a right of subrogation to the rights of a creditor.

(e) A claim for reimbursement or contribution of a person liable with the assignor on, or that has secured, the claim that becomes fixed after the effective date of the assignment agreement shall be determined, and shall be allowed or disallowed, subject to subsection (b) of this section, as if the claim had become fixed before the effective date of the assignment agreement.

(f) An assignee may reconsider the assignee's decision to allow or disallow a claim for cause. If a reconsidered claim is allowed under section 11 of this act, before the assignee makes additional payments or transfers to other creditors that are equal or junior in priority under section 15 of this act to the reconsidered claim, the creditor with the reconsidered claim shall receive a payment or transfer in an amount proportionate in value to the payments or transfers already received by the other creditors. This subsection does not modify the assignee's right under other law to recover from a creditor an excess payment or transfer made to the creditor. If a reconsidered claim is disallowed, the assignee shall comply with subsections (b) and (c) of this section.

Sec. 13. (a) A proof of claim must:

(1) state the name, address, and other contact information reasonably necessary to communicate with the creditor;

(2) state the amount of the claim;

(3) briefly state the nature of the claim;

(4) identify any asset of the assignment estate securing the claim;

(5) be signed by the creditor under penalty of perjury;

(6) include a copy of a record, if any, on which the claim is based;

(7) be submitted using the method established under subdivision (b)(5) of section 9 of this act; and

(8) be submitted by the date established by the assignee under subdivision (b)(6) of section 9 of this act.

(b) A proof of claim submitted in compliance with this section is prima facie evidence of the validity and amount of the claim.

(c) The submission by a creditor of a proof of claim in compliance with this section constitutes the creditor's:

(1) consent to the jurisdiction of the court under section 21 of this act; and

(2) assignment to the assignee of any right of the creditor to bring a voidable transaction action relating to the creditor's claim.

Sec. 14. (a) An assignee's disposition of an asset:

(1) transfers to a transferee for value all of the assignee's rights in the asset;

(2) discharges the assignee's lien and, to the extent the assignment creates a security interest in favor of the assignee, the assignee's security interest; and

(3) discharges any subordinate security interest or other lien subordinate to the assignee's lien.

(b) A transferee that acts in good faith takes free of the rights and interests described in subsection (a) of this section, even if the assignee fails to comply with the Uniform Assignment for Benefit of Creditors Act or the requirements of a judicial proceeding.

(c) If a transferee does not take free of the rights and interests described in subsection (a) of this section, the transferee takes the asset subject to:

(1) the assignee's rights in the assets of the assignment estate;

(2) the assignee's lien and, if applicable, security interest; and

(3) any other security interest or other lien.

(d) Unless otherwise provided in a record, any warranty arising by operation of other law is disclaimed to the extent permitted by other law.

(e) If a subordinate security interest or other lien is discharged under this section, the assignee may file a record with the official or office responsible for maintaining an official filing, recording, registration, or certificate-of-title system covering the asset secured by the security interest or other lien. The record must state that the security interest or other lien is discharged as a subordinate security interest or other lien in connection with a disposition under an assignment for the benefit of creditors of the assignor whose asset is subject to the security interest or other lien.

Sec. 15. (a) In this section, protected secured creditor means a secured creditor whose lien:

(1) is a perfected lien;

(2) cannot be avoided by the assignee under subdivision (b)(12) of section 10 of this act; and

(3) is not subordinate to the assignee's lien.

(b) Except as provided in section 16 of this act, the assignee shall pay claims from the assignment estate allowed under section 11 of this act in the order of priority stated in this section.

(c) Unless otherwise agreed between the assignee and a protected secured creditor, before distributions under subsections (d), (e), (f), and (g) of this section, and in accordance with the priorities of creditors with liens under other law, the protected secured creditor shall receive the asset or the proceeds from the collection on or disposition of the asset to the extent of the value of the protected secured creditor's interest in the asset, less the assignee's reasonable and necessary expenses of preserving or disposing of the asset to the extent the expenses benefit the protected secured creditor and are incurred with the protected secured creditor's consent or acquiescence. The protected secured creditor has an unsecured claim under subdivision (g)(2) of this section for the amount of the claim that remains after deducting the amount or value of an asset the protected secured creditor receives under this subsection. To the extent a claim is secured by an asset the value of which, after the deductions provided under this subsection, is greater than the amount of the claim, the protected secured creditor may receive interest on the claim and any reasonable fees, costs, or charges provided for under the agreement or other law under which the claim arose.

(d) After the distributions under subsection (c) of this section, the assignee shall pay the necessary costs of the administration of the assignment estate. The costs include:

(1) fees and reimbursements of the expenses of the assignee and any professionals engaged by the assignee;

(2) post-assignment taxes incurred by the assignee;

(3) post-assignment rent incurred by the assignee in occupying premises on which assets of the assignment estate are located or the business of the assignor is conducted;

(4) post-assignment lease payments incurred by the assignee in renting personal property used in the business of the assignor; and

(5) amounts required to be paid under the assignment agreement for expenses of winding up the assignment under section 19 of this act.

(e) After the distributions under subsections (c) and (d) of this section, the assignee shall pay claims entitled to priority under federal law including under 31 U.S.C. 3713 from the assignment estate.

(f) After the distributions under subsections (c), (d), and (e) of this section, the assignee shall pay claims from the assignment estate for wages, salaries, or commissions earned not more than one hundred eighty days before the earlier of the effective date of the assignment agreement or the cessation of the assignor's business. Payment shall be limited to the greater of:

(1) the amount of the claim allowed as a priority claim ahead of claims of other unsecured creditors under the Bankruptcy Code, 11 U.S.C. 101 et seq.; or

(2) the amount allowed as a priority claim ahead of claims of other unsecured creditors under applicable nonbankruptcy law.

(g) After the distributions under subsections (c), (d), (e), and (f) of this section, each creditor shall receive a distribution of the assets of the assignment estate in the following order of priority:

(1) unsecured claims entitled to priority ahead of claims of other unsecured creditors under other law; and

(2) unsecured claims not entitled to priority.

(h) If the assets available for distribution to claims with equal priority under subsection (g) of this section are insufficient to pay the total amount of the claims with that priority, each creditor with a claim with that priority shall receive a pro rata distribution of the available assets based on the proportion the amount of the creditor's claim bears to the total amount of the claims with that priority.

(i) If the claims entitled to the distribution under subsections (c), (d), (e), (f), and (g) of this section are paid in full, the residue shall be distributed to allowed claims evidenced by a late-filed proof of claim, other than a late-filed claim allowed by the assignee under subdivision (b)(2) of section 11 of this act, and, after the allowed claims evidenced by a late-filed proof of claim have been paid in full, as provided in the assignment agreement.

(j) An assignee may make interim distributions after considering future expenses and the reserves for disputed claims established under subsection (c) of section 12 of this act.

Sec. 16. (a) A subordination agreement is enforceable under the Uniform Assignment for Benefit of Creditors Act to the same extent the agreement is enforceable under other law.

(b) Subject to subsection (c) of this section, the following claims are subordinate to a claim or interest that is senior or equal in priority to a claim or interest represented by a security or other equity interest in the assignor or an affiliate of the assignor:

(1) a claim arising from rescission of a purchase or sale of the security or other equity interest;

(2) a claim for damages arising from the purchase or sale of the security or other equity interest; and

(3) a claim for reimbursement or contribution allowed on account of the rescission or damage claim.

(c) If the security is common stock or another common equity interest, a claim subject to subordination under subsection (b) of this section has the same priority as common stock or another common equity interest.

Sec. 17. (a) An assignor is not personally liable for an act or omission by the assignee.

(b) An assignee is not personally liable for an act or omission by the assignor.

(c) A representative designated by an assignor under subdivision (b)(4) of section 8 of this act is exculpated to the same extent as a person acting on behalf of the assignor under other law had there been no assignment, except for an act or omission resulting from the representative's gross negligence or willful misconduct.

(d) A term of an assignment agreement relieving the assignee of liability is unenforceable to the extent the agreement relieves the assignee of liability for an act or omission committed in bad faith or with reckless indifference to the purposes of the assignment or the interests of the creditors of the assignment estate.

(e) Subject to subsection (f) of this section, an assignee is personally liable for breach of a fiduciary duty under subsection (a) of section 9 of this act. If the assignee is liable:

(1) the assignee is personally liable to a creditor for an individualized harm to the creditor if the harm is not shared by all creditors or a class of creditors; and

(2) the assignee is personally liable to the assignment estate for a harm shared by all creditors or a class of creditors.

(f) An assignee is not liable if, in the performance of the assignee's duties and exercise of the assignee's powers, the assignee relies in good faith on:

(1) a record of the assignor;

(2) information, an opinion, a report, or a statement presented to the assignee by the assignor's officer or employee, a committee of the assignor's board of directors, an independent director or manager of the assignor, or another representative of the assignor; or

(3) information, an opinion, a report, or a statement presented to the assignee by another person that has been selected with reasonable care by or on behalf of the assignee as to a matter the assignee reasonably believes is within the other person's professional or expert competence.

Sec. 18. (a) The assignor or a creditor may request a court of competent jurisdiction in this state to remove the assignee, if the assignor or creditor has a reasonable belief grounds for removal exist under subsection (b) of this section.

(b) After a request under subsection (a) of this section or on the court's initiative in an action pending before the court under section 21 of this act, the court may remove an assignee:

(1) for cause, including the assignee's fraud, dishonesty, incompetence, gross mismanagement, or failure to comply with the Uniform Assignment for Benefit of Creditors Act; or

(2) if removal of the assignee best serves the interests of the creditors.

(c) After an assignee resigns, or is removed, dies, or becomes incapacitated, a successor assignee provided for in the assignment agreement becomes the assignee, unless the successor assignee is not eligible to be an assignee under subsection (a) of section 4 of this act or is subject to removal under subsection (b) of this section. A court shall appoint a successor assignee if:

(1) the assignment agreement does not provide for a successor assignee; or

(2) the successor assignee provided for in the assignment agreement is ineligible to be an assignee under subsection (a) of section 4 of this act or is subject to removal under subsection (b) of this section.

(d) Subject to section 17 of this act, an assignee that resigns, or is removed, dies, or becomes incapacitated, is discharged from the assignee's duties under the Uniform Assignment for Benefit of Creditors Act when the assignee, or a representative of a deceased or incapacitated assignee:

(1) accounts for and turns over to the successor assignee all assets of the assignment estate; and

(2) submits to creditors a report summarizing the receipts and disbursements made during the service of the assignee.

(e) Subject to an applicable privilege, a court may order an attorney, accountant, or other person that has information in a record relating to the assignment estate or the assignor's financial affairs to turn over or disclose the record to the successor assignee.

Sec. 19. (a) On completion of an assignee's duties, the assignee shall send a creditor whose claim is allowed under section 11 of this act, and not satisfied in full, a final accounting sufficient to inform the creditor of all material aspects of the assignment, including:

(1) a description of the actions taken by the assignee under the assignment;

(2) a summary of the assets received by the assignee at the commencement of the assignment and the assets received by the assignee during the assignment;

(3) a summary of disbursements made by the assignee during the assignment for the purpose of administering the assignment estate, including the fees charged by the assignee, and payments to professionals, for rent, and for business purchases;

(4) a summary of collections and dispositions of assets by the assignee;

(5) a summary of distributions made or proposed to be made by the assignee for creditor claims;

(6) a description of additional work to be done by the assignee to complete the administration of the assignment estate and the distributions under section 15 of this act; and

(7) other information considered reasonably necessary by the assignee.

(b) Except as otherwise provided in the final accounting or if the assignee has not fulfilled the assignee's duties under the Uniform Assignment for Benefit of Creditors Act, the assignee is discharged from the assignee's duties under the act when the assignee sends the final accounting and distributes all the assets of the assignment estate.

(c) If the final accounting describes additional work under subdivision (a)(6) of this section, the assignee shall exercise the powers appropriate to complete the work.

Sec. 20. (a) Subject to subsection (b) of this section, an assignment made under the law of another state must be recognized and enforced on an issue if the result for the issue would be substantially similar to the result for the issue if the assignment had been made under the Uniform Assignment for Benefit of Creditors Act.

(b) If a claim for wages, salaries, or commissions or a claim of a governmental unit exists in another state, for the purpose of determining the priority of the claim under subdivision (f)(2) of section 15 of this act, the assignee shall use the amount asserted or determined under the law of the other state.

(c) If an assignee determines that a creditor should receive the treatment the creditor would receive under an assignment made under the law of another state, the assignee may treat the creditor as the creditor would be treated in the other state.

Sec. 21. (a) A court of competent jurisdiction in this state may hear and resolve a matter involving the administration of an assignment or the exercise of an assignee's powers and duties, including a request for instructions or approval or to declare rights.

(b) Without limiting the rights of the assignee or a creditor or other interested person to request the court to hear or resolve a matter under subsection (a) of this section, on request of the assignee, the court may issue an order relating to the administration of the assignment or the exercise of the assignee's powers and duties, including an order for disposition of an asset or the incurrence of an obligation.

(c) Acceptance of the assignment by the assignee constitutes the assignee's consent to the jurisdiction of the court.

Sec. 22. (a) Subject to other law of this state governing a person from another state serving as a fiduciary in this state, a court of competent jurisdiction in this state may appoint a person serving as an assignee in an assignment in another state, or the person's nominee, as an ancillary assignee relating to assigned assets located in this state or subject to the jurisdiction of a court in this state, if:

(1) the person or nominee would be eligible to serve as an assignee under section 4 of this act; and

(2) the appointment furthers the person's possession, custody, control, or disposition of an assigned asset under the assignment in the other state.

(b) The court may issue an order that implements an order entered in another state appointing or directing an assignee or otherwise concerning an assignment in the other state.

(c) Unless the court orders otherwise, an ancillary assignee appointed under subsection (a) of this section has the rights, powers, and duties of an assignee appointed under the Uniform Assignment for Benefit of Creditors Act.

(d) A person in possession, custody, or control of an assigned asset in this state, other than a creditor holding a lien or a right of setoff or recoupment relating to the asset, shall, on notification in a record by an ancillary assignee appointed under subsection (a) of this section, turn over the asset to the ancillary assignee.

Sec. 23. (a) Except as provided in this section and subsection (b) of section 10 of this act, the provisions of the Uniform Assignment for Benefit of Creditors Act may not be varied by agreement.

(b) The duties under subsection (a) of section 8 of this act and subsection (a) of section 9 of this act may not be disclaimed by agreement. An assignor and the assignee may determine by agreement the standards measuring the fulfillment of the duties of the assignor under section 8 of this act and the assignee under section 9 of this act if the standards are not manifestly unreasonable.

(c) Except as provided in subsection (d) of section 17 of this act, the assignment agreement may limit the assignee's liability under section 17 of this act and may require the assignee be indemnified by the assignment estate.

(d) Except as provided under subsection (a) of section 7 of this act, whenever the Uniform Assignment for Benefit of Creditors Act requires an action to be taken within a reasonable time, a time not manifestly unreasonable may be fixed by agreement.

(e) The assignment agreement may provide for duties of the assignee in addition to those in the Uniform Assignment for Benefit of Creditors Act.

Sec. 24. In applying and construing the Uniform Assignment for Benefit of Creditors Act, a court shall consider the promotion of uniformity of the law among states that enact it.

Sec. 25. The Uniform Assignment for Benefit of Creditors Act modifies, limits, or supersedes the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq., but does not modify, limit, or supersede 15 U.S.C.

7001(c) or authorize electronic delivery of any of the notices described in 15 U.S.C. 7003(b).

Sec. 26. The Uniform Assignment for Benefit of Creditors Act applies to an assignment made on or after the effective date of this act.

Sec. 27. Section 76-902, Revised Statutes Supplement, 2025, is amended to read:

76-902 The tax imposed by section 76-901 shall not apply to:

(1) Deeds recorded prior to November 18, 1965;

(2) Deeds to property transferred by or to the United States of America, the State of Nebraska, or any of their agencies or political subdivisions;

(3) Deeds which secure or release a debt or other obligation;

(4) Deeds which, without additional consideration, confirm, correct, modify, or supplement a deed previously recorded but which do not extend or limit existing title or interest;

(5)(a)(i) Deeds between spouses, between ex-spouses for the purpose of conveying any rights to property acquired or held during the marriage, or between parent and child, without actual consideration therefor, and (ii) deeds to or from a family corporation, partnership, or limited liability company when all the shares of stock of the corporation or interest in the partnership or limited liability company are owned by members of a family, or a trust created for the benefit of a member of that family, related to one another within the fourth degree of kindred according to the rules of civil law, and their spouses, for no consideration other than the issuance of stock of the corporation or interest in the partnership or limited liability company to such family members or the return of the stock to the corporation in partial or complete liquidation of the corporation or deeds in dissolution of the interest in the partnership or limited liability company. In determining members of a family under this subdivision, step relationships shall be considered the same as blood relationships. In order to qualify for the exemption for family corporations, partnerships, or limited liability companies, the property shall be transferred in the name of the corporation or partnership and not in the name of the individual shareholders, partners, or members.

(b) For purposes of clarification, the exemptions set forth in subdivision (5)(a) of this section shall apply to deeds transferring property to a corporation that is wholly owned by a single shareholder, or to a limited liability company that is wholly owned by a single member, in any of the following situations:

(i) The grantor is the same person as the single owner of such wholly owned corporation or limited liability company;

(ii) The grantors are spouses transferring property to a corporation or limited liability company wholly owned by one of the spouses; or

(iii) The grantors are members of a family, as described in subdivision (5)(a)(ii) of this section, transferring property to a corporation or limited liability company wholly owned by one of the members of such family;

(6) Tax deeds;

(7) Deeds of partition;

(8) Deeds made pursuant to mergers, consolidations, sales, or transfers of the assets of corporations pursuant to plans of merger or consolidation filed with the office of Secretary of State. A copy of such plan filed with the Secretary of State shall be presented to the register of deeds before such exemption is granted;

(9) Deeds made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock;

(10) Cemetery deeds;

(11) Mineral deeds;

(12) Deeds executed pursuant to court decrees;

(13) Land contracts;

(14) Deeds which release a reversionary interest, a condition subsequent or precedent, a restriction, or any other contingent interest;

(15) Deeds of distribution executed by a personal representative conveying to devisees or heirs property passing by testate or intestate succession;

(16) Transfer on death deeds or revocations of transfer on death deeds;

(17) Certified or authenticated death certificates;

(18) Deeds transferring property located within the boundaries of an Indian reservation if the grantor or grantee is a reservation Indian;

(19) Deeds transferring property into a trust if the transfer of the same property would be exempt if the transfer was made directly from the grantor to the beneficiary or beneficiaries under the trust. No such exemption shall be granted unless the register of deeds is presented with a signed statement certifying that the transfer of the property is made under such circumstances as to come within one of the exemptions specified in this section and that evidence supporting the exemption is maintained by the person signing the statement and is available for inspection by the Department of Revenue;

(20) Deeds transferring property from a trustee to a beneficiary of a trust;

(21) Deeds which convey property held in the name of any partnership or limited liability company not subject to subdivision (5) of this section to any partner in the partnership or member of the limited liability company or to his or her spouse;

(22) Leases;

(23) Easements;

(24) Deeds which transfer title from a trustee to a beneficiary pursuant

to a power of sale exercised by a trustee under a trust deed; ~~or~~

(25) Deeds transferring property, without actual consideration therefor, to a nonprofit organization that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined in section 509(a) of the Internal Revenue Code; or ~~.~~

(26) Assignments transferring property from an assignor to an assignee pursuant to the Uniform Assignment for Benefit of Creditors Act.

Sec. 28. If any section in this act or any part of any section is declared invalid or unconstitutional, the declaration shall not affect the validity or constitutionality of the remaining portions.

Sec. 29. Original section 76-902, Revised Statutes Supplement, 2025, is repealed.