

(2) IF A LESSOR DOES NOT FULLY EXERCISE A RIGHT OR OBTAIN A REMEDY TO WHICH THE LESSOR IS ENTITLED UNDER SUBSECTION (1), THE LESSOR MAY RECOVER THE LOSS RESULTING IN THE ORDINARY COURSE OF EVENTS FROM THE LESSEE'S DEFAULT AS DETERMINED IN ANY REASONABLE MANNER, TOGETHER WITH INCIDENTAL DAMAGES, LESS EXPENSES SAVED IN CONSEQUENCE OF THE LESSEE'S BREACH.

(3) IF A LESSEE IS OTHERWISE IN DEFAULT UNDER A LEASE CONTRACT, THE LESSOR MAY EXERCISE THE RIGHTS AND PURSUE THE REMEDIES PROVIDED IN THE LEASE CONTRACT WHICH MAY INCLUDE A RIGHT TO CANCEL THE LEASE. IN ADDITION, UNLESS OTHERWISE PROVIDED IN THE LEASE CONTRACT:

(A) IF THE DEFAULT SUBSTANTIALLY IMPAIRS THE VALUE OF THE LEASE CONTRACT TO THE LESSOR, THE LESSOR MAY EXERCISE THE RIGHTS AND PURSUE THE REMEDIES PROVIDED IN SUBSECTION (1) OR (2); OR

(B) IF THE DEFAULT DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF THE LEASE CONTRACT TO THE LESSOR, THE LESSOR MAY RECOVER AS PROVIDED IN SUBSECTION (2).

2A-524. LESSOR'S RIGHT TO IDENTIFY GOODS TO LEASE CONTRACT

(1) A LESSOR AGGRIEVED UNDER § 2A-523 MAY:

(A) IDENTIFY TO THE LEASE CONTRACT CONFORMING GOODS NOT ALREADY IDENTIFIED IF AT THE TIME THE LESSOR LEARNED OF THE DEFAULT THEY WERE IN THE LESSOR'S OR THE SUPPLIER'S POSSESSION OR CONTROL; AND

(B) DISPOSE OF GOODS (§ 2A-527(1)) THAT DEMONSTRABLY HAVE BEEN INTENDED FOR THE PARTICULAR LEASE CONTRACT EVEN THOUGH THOSE GOODS ARE UNFINISHED.

(2) IF THE GOODS ARE UNFINISHED, IN THE EXERCISE OF REASONABLE COMMERCIAL JUDGMENT FOR THE PURPOSE OF AVOIDING LOSS AND OF EFFECTIVE REALIZATION, AN AGGRIEVED LESSOR OR THE SUPPLIER MAY EITHER COMPLETE MANUFACTURE AND WHOLLY IDENTIFY THE GOODS TO THE LEASE CONTRACT OR CEASE MANUFACTURE AND LEASE, SELL, OR OTHERWISE DISPOSE OF THE GOODS FOR SCRAP OR SALVAGE VALUE OR PROCEED IN ANY OTHER REASONABLE MANNER.

2A-525. LESSOR'S RIGHT TO POSSESSION OF GOODS

(1) IF A LESSOR DISCOVERS THE LESSEE TO BE INSOLVENT, THE LESSOR MAY REFUSE TO DELIVER THE GOODS.

(2) AFTER A DEFAULT BY THE LESSEE UNDER THE LEASE CONTRACT OF THE TYPE DESCRIBED IN § 2A-523(1) OR 2A-523(3)(A), OR, IF AGREED, ON OTHER DEFAULT BY THE LESSEE, THE LESSOR HAS THE RIGHT TO TAKE POSSESSION OF THE GOODS. IF THE LEASE CONTRACT SO PROVIDES, THE LESSOR MAY REQUIRE THE LESSEE TO ASSEMBLE THE GOODS AND MAKE THEM AVAILABLE TO THE LESSOR AT A PLACE