

(3) A PROVISION IN A LEASE AGREEMENT WHICH (I) PROHIBITS THE CREATION OR ENFORCEMENT OF A SECURITY INTEREST IN AN INTEREST OF A PARTY UNDER THE LEASE CONTRACT OR IN THE LESSOR'S RESIDUAL INTEREST IN THE GOODS, OR (II) MAKES SUCH A TRANSFER AN EVENT OF DEFAULT, IS NOT ENFORCEABLE UNLESS, AND THEN ONLY TO THE EXTENT THAT, THERE IS AN ACTUAL TRANSFER BY THE LESSEE OF THE LESSEE'S RIGHT OF POSSESSION OR USE OF THE GOODS IN VIOLATION OF THE PROVISION OR AN ACTUAL DELEGATION OF A MATERIAL PERFORMANCE OF EITHER PARTY TO THE LEASE CONTRACT IN VIOLATION OF THE PROVISION. NEITHER THE GRANTING NOR THE ENFORCEMENT OF A SECURITY INTEREST IN (I) THE LESSOR'S INTEREST UNDER THE LEASE CONTRACT OR (II) THE LESSOR'S RESIDUAL INTEREST IN THE GOODS IS A TRANSFER THAT MATERIALLY IMPAIRS THE PROSPECT OF OBTAINING RETURN PERFORMANCE BY, MATERIALLY CHANGES THE DUTY OF, OR MATERIALLY INCREASES THE BURDEN OR RISK IMPOSED ON, THE LESSEE WITHIN THE PURVIEW OF SUBSECTION (5) UNLESS, AND THEN ONLY TO THE EXTENT THAT, THERE IS AN ACTUAL DELEGATION OF A MATERIAL PERFORMANCE OF THE LESSOR.

(4) A PROVISION IN A LEASE AGREEMENT WHICH (I) PROHIBITS A TRANSFER OF A RIGHT TO DAMAGES FOR DEFAULT WITH RESPECT TO THE WHOLE LEASE CONTRACT OR OF A RIGHT TO PAYMENT ARISING OUT OF THE TRANSFEROR'S DUE PERFORMANCE OF THE TRANSFEROR'S ENTIRE OBLIGATION, OR (II) MAKES SUCH A TRANSFER AN EVENT OF DEFAULT, IS NOT ENFORCEABLE, AND SUCH A TRANSFER IS NOT A TRANSFER THAT MATERIALLY IMPAIRS THE PROSPECT OF OBTAINING RETURN PERFORMANCE BY, MATERIALLY CHANGES THE DUTY OF, OR MATERIALLY INCREASES THE BURDEN OR RISK IMPOSED ON, THE OTHER PARTY TO THE LEASE CONTRACT WITHIN THE PURVIEW OF SUBSECTION (5).

(5) SUBJECT TO SUBSECTIONS (3) AND (4):

(A) IF A TRANSFER IS MADE WHICH IS MADE AN EVENT OF DEFAULT UNDER A LEASE AGREEMENT, THE PARTY TO THE LEASE CONTRACT NOT MAKING THE TRANSFER, UNLESS THAT PARTY WAIVES THE DEFAULT OR OTHERWISE AGREES, HAS THE RIGHTS AND REMEDIES DESCRIBED IN § 2A-501(2);

(B) IF PARAGRAPH (A) IS NOT APPLICABLE AND IF A TRANSFER IS MADE THAT (I) IS PROHIBITED UNDER A LEASE AGREEMENT OR (II) MATERIALLY IMPAIRS THE PROSPECT OF OBTAINING RETURN PERFORMANCE BY, MATERIALLY CHANGES THE DUTY OF, OR MATERIALLY INCREASES THE BURDEN OR RISK IMPOSED ON, THE OTHER PARTY TO THE LEASE CONTRACT, UNLESS THE PARTY NOT MAKING THE TRANSFER AGREES AT ANY TIME TO THE TRANSFER IN THE LEASE CONTRACT OR OTHERWISE, THEN, EXCEPT AS LIMITED BY CONTRACT, (I) THE TRANSFEROR IS LIABLE TO THE PARTY NOT MAKING THE TRANSFER FOR DAMAGES CAUSED BY THE TRANSFER TO THE EXTENT THAT THE DAMAGES COULD NOT REASONABLY BE PREVENTED BY THE PARTY NOT MAKING THE TRANSFER AND (II) A COURT HAVING JURISDICTION MAY GRANT OTHER APPROPRIATE RELIEF, INCLUDING CANCELLATION OF THE LEASE CONTRACT OR AN INJUNCTION AGAINST THE TRANSFEROR.