

(6) A TRANSFER OF "THE LEASE" OR OF "ALL MY RIGHTS UNDER THE LEASE", OR A TRANSFER IN SIMILAR GENERAL TERMS, IS A TRANSFER OF RIGHTS, AND, UNLESS THE LANGUAGE OR THE CIRCUMSTANCES, AS IN A TRANSFER FOR SECURITY, INDICATE THE CONTRARY, THE TRANSFER IS A DELEGATION OF DUTIES BY THE TRANSFEROR TO THE TRANSFEREE. ACCEPTANCE BY THE TRANSFEREE CONSTITUTES A PROMISE BY THE TRANSFEREE TO PERFORM THOSE DUTIES. THE PROMISE IS ENFORCEABLE BY EITHER THE TRANSFEROR OR THE OTHER PARTY TO THE LEASE CONTRACT.

(7) UNLESS OTHERWISE AGREED BY THE LESSOR AND THE LESSEE, A DELEGATION OF PERFORMANCE DOES NOT RELIEVE THE TRANSFEROR AS AGAINST THE OTHER PARTY OF ANY DUTY TO PERFORM OR OF ANY LIABILITY FOR DEFAULT.

(8) IN A CONSUMER LEASE, TO PROHIBIT THE TRANSFER OF AN INTEREST OF A PARTY UNDER THE LEASE CONTRACT OR TO MAKE A TRANSFER AN EVENT OF DEFAULT, THE LANGUAGE MUST BE SPECIFIC, BY A WRITING, AND CONSPICUOUS.

2A-304. SUBSEQUENT LEASE OF GOODS BY LESSOR

(1) SUBJECT TO § 2A-303, A SUBSEQUENT LESSEE FROM A LESSOR OF GOODS UNDER AN EXISTING LEASE CONTRACT OBTAINS, TO THE EXTENT OF THE LEASEHOLD INTEREST TRANSFERRED, THE LEASEHOLD INTEREST IN THE GOODS THAT THE LESSOR HAD OR HAD POWER TO TRANSFER AND, EXCEPT AS PROVIDED IN SUBSECTION (2) AND § 2A-527(4), TAKES SUBJECT TO THE EXISTING LEASE CONTRACT. A LESSOR WITH VOIDABLE TITLE HAS POWER TO TRANSFER A GOOD LEASEHOLD INTEREST TO A GOOD FAITH SUBSEQUENT LESSEE FOR VALUE, BUT ONLY TO THE EXTENT SET FORTH IN THE PRECEDING SENTENCE. IF GOODS HAVE BEEN DELIVERED UNDER A TRANSACTION OF PURCHASE THE LESSOR HAS THAT POWER EVEN THOUGH:

(A) THE LESSOR'S TRANSFEROR WAS DECEIVED AS TO THE IDENTITY OF THE LESSOR;

(B) THE DELIVERY WAS IN EXCHANGE FOR A CHECK WHICH IS LATER DISHONORED;

(C) IT WAS AGREED THAT THE TRANSACTION WAS TO BE A "CASH SALE"; OR

(D) THE DELIVERY WAS PROCURED THROUGH FRAUD PUNISHABLE UNDER THE CRIMINAL LAW.

(2) A SUBSEQUENT LESSEE IN THE ORDINARY COURSE OF BUSINESS FROM A LESSOR WHO IS A MERCHANT DEALING IN GOODS OF THAT KIND TO WHOM THE GOODS WERE ENTRUSTED BY THE EXISTING LESSEE OF THAT LESSOR BEFORE THE INTEREST OF THE SUBSEQUENT LESSEE BECAME ENFORCEABLE AGAINST THAT LESSOR OBTAINS, TO THE EXTENT OF THE LEASEHOLD INTEREST TRANSFERRED, ALL OF THAT LESSOR'S AND THE EXISTING LESSEE'S RIGHTS TO THE GOODS, AND TAKES FREE OF THE EXISTING LEASE CONTRACT.