

(B) EXCEPT AS OTHERWISE PROVIDED IN § 2A-303(7) OF THIS ARTICLE, A TERM DESCRIBED IN SUBSECTION (A)(2) IS EFFECTIVE TO THE EXTENT THAT THERE IS:

(1) A TRANSFER BY THE LESSEE OF THE LESSEE'S RIGHT OF POSSESSION OR USE OF THE GOODS IN VIOLATION OF THE TERM; OR

(2) A DELEGATION OF A MATERIAL PERFORMANCE OF EITHER PARTY TO THE LEASE CONTRACT IN VIOLATION OF THE TERM.

(C) THE CREATION, ATTACHMENT, PERFECTION, OR ENFORCEMENT OF A SECURITY INTEREST IN THE LESSOR'S INTEREST UNDER THE LEASE CONTRACT OR THE LESSOR'S RESIDUAL INTEREST IN THE GOODS IS NOT A TRANSFER THAT MATERIALLY IMPAIRS THE LESSEE'S PROSPECT OF OBTAINING RETURN PERFORMANCE OR MATERIALLY CHANGES THE DUTY OF OR MATERIALLY INCREASES THE BURDEN OR RISK IMPOSED ON THE LESSEE WITHIN THE PURVIEW OF § 2A-303(4) OF THIS ARTICLE UNLESS, AND THEN ONLY TO THE EXTENT THAT, ENFORCEMENT ACTUALLY RESULTS IN A DELEGATION OF MATERIAL PERFORMANCE OF THE SELLER. EVEN IN THAT EVENT, THE CREATION, ATTACHMENT, PERFECTION, AND ENFORCEMENT OF THE SECURITY INTEREST REMAIN EFFECTIVE.

9-408. RESTRICTIONS ON ASSIGNMENT OF PROMISSORY NOTES, HEALTH-CARE-INSURANCE RECEIVABLES, AND CERTAIN GENERAL INTANGIBLES INEFFECTIVE.

(A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B), A TERM IN A PROMISSORY NOTE OR IN AN AGREEMENT BETWEEN AN ACCOUNT DEBTOR AND A DEBTOR WHICH RELATES TO A HEALTH-CARE-INSURANCE RECEIVABLE OR A GENERAL INTANGIBLE, INCLUDING A CONTRACT, PERMIT, LICENSE, OR FRANCHISE, AND WHICH TERM PROHIBITS, RESTRICTS, OR REQUIRES THE CONSENT OF THE PERSON OBLIGATED ON THE PROMISSORY NOTE OR THE ACCOUNT DEBTOR TO, THE ASSIGNMENT OR TRANSFER OF, OR CREATION, ATTACHMENT, OR PERFECTION OF A SECURITY INTEREST IN, THE PROMISSORY NOTE, HEALTH-CARE-INSURANCE RECEIVABLE, OR GENERAL INTANGIBLE, IS INEFFECTIVE TO THE EXTENT THAT THE TERM:

(1) WOULD IMPAIR THE CREATION, ATTACHMENT, OR PERFECTION OF A SECURITY INTEREST; OR

(2) PROVIDES THAT THE CREATION, ATTACHMENT, OR PERFECTION OF THE SECURITY INTEREST MAY GIVE RISE TO A DEFAULT, BREACH, RIGHT OF RECOUPMENT, CLAIM, DEFENSE, TERMINATION, RIGHT OF TERMINATION, OR REMEDY UNDER THE PROMISSORY NOTE, HEALTH-CARE-INSURANCE RECEIVABLE, OR GENERAL INTANGIBLE.

(B) SUBSECTION (A) APPLIES TO A SECURITY INTEREST IN A PAYMENT INTANGIBLE OR PROMISSORY NOTE ONLY IF THE SECURITY INTEREST ARISES OUT OF A SALE OF THE PAYMENT INTANGIBLE OR PROMISSORY NOTE.

(C) A RULE OF LAW, STATUTE, OR REGULATION, WHICH PROHIBITS, RESTRICTS, OR REQUIRES THE CONSENT OF A GOVERNMENT, GOVERNMENTAL BODY