

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.

[(6)] (5) 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)] (6) 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)] (7) 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-307.

(1) Except as otherwise provided in § 2A-306, a creditor of a lessee takes subject to the lease contract.

(2) Except as otherwise provided in subsection (3) of this section and in §§ 2A-306 and 2A-308, a creditor of a lessor takes subject to the lease contract[:

(a) Unless] UNLESS the creditor holds a lien that attached to the goods before the lease contract became enforceable[;

(b) Unless the creditor holds a security interest in the goods and the lessee did not give value and receive delivery of the goods without knowledge of the security interest; or

(c) Unless the creditor holds a security interest in the goods that was perfected (§ 9-303) before the lease contract became enforceable.

(3) A lessee in the ordinary course of business takes the leasehold interest free of a security interest in the goods created by the lessor even though the security interest is perfected (§ 9-303) and the lessee knows of its existence].

(3) EXCEPT AS OTHERWISE PROVIDED IN §§ 9-317, 9-321, AND 9-323, A LESSEE TAKES A LEASEHOLD INTEREST SUBJECT TO A SECURITY INTEREST HELD BY A CREDITOR OF THE LESSOR.

2A-309.

(1) In this section: