

(D) (1) BEFORE A SUCCESSOR BEER MANUFACTURER MAY TERMINATE ANY OF THE AGREEMENT PROVISIONS REQUIRED TO BE CONTINUED UNDER SUBSECTION (B) OF THIS SECTION AND DESIGNATE ANOTHER BEER DISTRIBUTOR, THE SUCCESSOR BEER MANUFACTURER SHALL GIVE NOTICE OF TERMINATION TO THE SURVIVING BEER DISTRIBUTOR.

(2) ON RECEIPT OF THE NOTICE, THE SURVIVING BEER DISTRIBUTOR AND THE DESIGNATED BEER DISTRIBUTOR SHALL NEGOTIATE IN GOOD FAITH TO DETERMINE THE FAIR MARKET VALUE OF THE AFFECTED DISTRIBUTION RIGHTS.

(3) IF AN AGREEMENT IS REACHED, THE DESIGNATED BEER DISTRIBUTOR SHALL PROMPTLY PAY THE FAIR MARKET VALUE AS COMPENSATION TO THE SURVIVING BEER DISTRIBUTOR.

(4) IF AN AGREEMENT IS NOT REACHED WITHIN 30 DAYS AFTER THE SURVIVING BEER DISTRIBUTOR RECEIVES NOTICE, THE DESIGNATED BEER DISTRIBUTOR AND THE SURVIVING BEER DISTRIBUTOR SHALL ENTER INTO NONBINDING MEDIATION WITH A MARYLAND MEDIATOR WHO PRACTICES IN ACCORDANCE WITH TITLE 17 OF THE MARYLAND RULES.

~~(D)~~ A (5) IF AN AGREEMENT IS NOT REACHED WITHIN 45 DAYS AFTER MEDIATION BEGINS, THE SURVIVING BEER DISTRIBUTOR OR FRANCHISEE MAY SHALL BRING AN ACTION WITHIN 90 DAYS IN A COURT OF GENERAL JURISDICTION IN THE STATE AGAINST A SUCCESSOR BEER MANUFACTURER FOR A VIOLATION OF THIS SECTION TO OBTAIN:

~~(1) DAMAGES SUSTAINED BY THE VIOLATION;~~

~~(2) INJUNCTIVE RELIEF; AND~~

~~(3) THE COSTS OF THE ACTION, INCLUDING REASONABLE ATTORNEYS' FEES TO DETERMINE AND AWARD FAIR MARKET VALUE OF THE TERMINATED BRAND OR BRANDS.~~

(E) UNTIL RESOLUTION REGARDING FAIR MARKET VALUE IS REACHED UNDER SUBSECTION (D) OF THIS SECTION AND THE SURVIVING BEER DISTRIBUTOR HAS RECEIVED PAYMENT IN ACCORDANCE WITH THE DETERMINATION OF FAIR MARKET VALUE:

(1) THE SURVIVING BEER DISTRIBUTOR AND THE SUCCESSOR BEER MANUFACTURER SHALL SUPPORT THE BRAND TO AT LEAST THE SAME EXTENT THAT THE BRAND HAD BEEN PREVIOUSLY SUPPORTED IMMEDIATELY