

Reference to the dealer's right to "financially" participate in promotional programs is deleted as unnecessary in light of the broad meaning of the word "participate," as well as to preclude any unintended reading of that term as a limitation on the right of participation.

The only other changes are in style.

(F) NOTICE OF INTENT NOT TO RENEW.

A PARTY WHO INTENDS NOT TO RENEW A MARKETING AGREEMENT SHALL GIVE NOTICE OF HIS INTENT TO THE PARTY AT LEAST 90 DAYS BEFORE THE EXPIRATION OF THE TERM OF THE MARKETING AGREEMENT.

REVISOR'S NOTE: This subsection presently appears as Art. 23, §167E(8).

The only changes are in style.

For provisions relating to notice of termination or cancellation, see §11-306 of this subtitle.

(G) DISTRIBUTOR MAY NOT UNREASONABLY WITHHOLD CERTAIN CONSENTS.

THE DISTRIBUTOR MAY NOT UNREASONABLY WITHHOLD HIS CONSENT TO ANY ASSIGNMENT, TRANSFER, SALE, OR RENEWAL OF A MARKETING AGREEMENT.

REVISOR'S NOTE: This subsection presently appears as Art. 23, §167E(7).

The only changes are in style.

(H) REPURCHASE ON TERMINATION OR CANCELLATION.

(1) EXCEPT WITH RESPECT TO A CANCELLATION TO WHICH SUBSECTION (B) OF THIS SECTION APPLIES, WITHIN 30 DAYS AFTER THE DATE A MARKETING AGREEMENT IS TERMINATED OR CANCELLED, WHETHER BY MUTUAL AGREEMENT OR OTHERWISE, THE DISTRIBUTOR SHALL REPURCHASE FROM THE DEALER AT THE THEN CURRENT WHOLESALE PRICE ALL MERCHANTABLE PRODUCTS PURCHASED BY THE DEALER FROM THE DISTRIBUTOR.

(2) THE DISTRIBUTOR MAY APPLY THE PROCEEDS OF ANY REPURCHASED PRODUCT AGAINST ANY EXISTING DEBT OWED BY THE DEALER TO THE DISTRIBUTOR.

(3) THE OBLIGATION TO REPURCHASE UNDER THIS SUBSECTION IS ENFORCEABLE ONLY TO THE EXTENT THAT THERE