ARE NO OTHER VALID CLAIMS OR LIENS AGAINST THE PRODUCTS BY OR ON BEHALF OF OTHER CREDITORS OF THE DEALER.

REVISOR'S NOTE: This subsection presently appears as the first clause of Art. 23, §167E(6).

New language is added to clarify that the provisions of this subsection are not intended to apply to a dealer's cancellation under subsection (b), which contains its own distinct repurchase provisions.

The only other changes are in style.

(I) PAYMENT FOR GOODWILL.

(1) IN ADDITION TO THE PROVISIONS OF SUBSECTION (H) OF THIS SECTION, IF, WITHOUT THE WRITTEN CONSENT OF THE DEALER, THE DISTRIBUTOR TERMINATES, CANCELS, OR UNREASONABLY REFUSES TO RENEW THE MARKETING AGREEMENT, THE DISTRIBUTOR SHALL PAY TO THE DEALER THE FULL VALUE OF ANY BUSINESS GOODWILL WHICH THE DEALER ENJOYS AT THE TIME HE IS NOTIFIED OF THE TERMINATION, CANCELLATION, OR REFUSAL TO RENEW.

(2) THE DISTRIBUTOR SHALL MAKE THE PAYMENT REQUIRED BY THIS SUBSECTION WITHIN 30 DAYS FROM THE EFFECTIVE DATE OF THE TERMINATION, CANCELLATION, OR REFUSAL TO RENEW.

(3) THIS SUBSECTION DOES NOT APPLY IF THE DEALER MATERIALLY BREACHES THE MARKETING AGREEMENT.

REVISOR'S NOTE: This subsection presently appears as the second clause of Art. 23, §167E(6).

The only changes are in style.

(J) AGREEMENT MAY NOT WAIVE CERTAIN RIGHTS.

THE MARKETING AGREEMENT MAY NOT WAIVE THE RIGHT OF EITHER PARTY TO TRIAL BY JURY OR INTERPOSITION OF COUNTER-CLAIMS OR CROSS-CLAIMS.

REVISOR'S NOTE: This subsection presently appears as Art. 23, §167E(3).

The only changes are in style.

11-305. DEFENSES TO ACTION BASED ON TERMINATION OR CANCELLATION OF MARKETING AGREEMENT.

SUBJECT TO THE NOTICE REQUIREMENTS OF §11-306, IN ANY ACTION FILED UNDER THIS SUBTITLE WHICH IS BASED ON A