

(C) A JUDGMENT AGAINST A PARTNERSHIP IS NOT BY ITSELF A JUDGMENT AGAINST A PARTNER. A JUDGMENT AGAINST A PARTNERSHIP MAY NOT BE SATISFIED FROM A PARTNER'S ASSETS UNLESS THERE IS ALSO A JUDGMENT AGAINST THE PARTNER.

(D) A JUDGMENT CREDITOR OF A PARTNER MAY NOT LEVY EXECUTION AGAINST THE ASSETS OF THE PARTNER TO SATISFY A JUDGMENT BASED ON A CLAIM AGAINST THE PARTNERSHIP UNLESS THE CLAIM IS FOR A DEBT, OBLIGATION, OR LIABILITY FOR WHICH THE PARTNER IS LIABLE UNDER § 9-306 OF THIS SUBTITLE AND EITHER:

(1) A JUDGMENT BASED ON THE SAME CLAIM HAS BEEN OBTAINED AGAINST THE PARTNERSHIP AND A WRIT OF EXECUTION ON THE JUDGMENT HAS BEEN RETURNED UNSATISFIED IN WHOLE OR IN PART;

(2) THE PARTNERSHIP IS A DEBTOR IN BANKRUPTCY;

(3) THE PARTNER HAS AGREED THAT THE CREDITOR NEED NOT EXHAUST PARTNERSHIP ASSETS;

(4) A COURT GRANTS PERMISSION TO THE JUDGMENT CREDITOR TO LEVY EXECUTION AGAINST THE ASSETS OF A PARTNER BASED ON A FINDING THAT PARTNERSHIP ASSETS SUBJECT TO EXECUTION ARE CLEARLY INSUFFICIENT TO SATISFY THE JUDGMENT, THAT EXHAUSTION OF PARTNERSHIP ASSETS IS EXCESSIVELY BURDENSOME, OR THAT THE GRANT OF PERMISSION IS AN APPROPRIATE EXERCISE OF THE COURT'S EQUITABLE POWERS; OR

(5) LIABILITY IS IMPOSED ON THE PARTNER BY LAW OR CONTRACT INDEPENDENT OF THE EXISTENCE OF THE PARTNERSHIP.

(E) THIS SECTION APPLIES TO ANY PARTNERSHIP LIABILITY OR OBLIGATION RESULTING FROM A REPRESENTATION BY A PARTNER OR PURPORTED PARTNER UNDER § 9-308 OF THIS TITLE.

(F) A PARTNER OF A LIMITED LIABILITY PARTNERSHIP IS NOT A PROPER PARTY TO A PROCEEDING BY OR AGAINST A LIMITED LIABILITY PARTNERSHIP SOLELY BY REASON OF BEING A PARTNER OF THE LIMITED LIABILITY PARTNERSHIP, EXCEPT WHERE THE OBJECT OF THE PROCEEDING IS:

(1) TO ENFORCE A PARTNER'S RIGHT AGAINST OR LIABILITY TO THE LIMITED LIABILITY PARTNERSHIP; OR

(2) TO RECOVER DAMAGES, OR ENFORCE PARTNERSHIP OBLIGATIONS, FOR WHICH THE PARTNER IS PERSONALLY LIABLE UNDER § 9-306 OF THIS SUBTITLE.

9-308. LIABILITY OF PURPORTED PARTNER.

(A) IF A PERSON, BY WORDS OR CONDUCT, PURPORTS TO BE A PARTNER, OR CONSENTS TO BEING REPRESENTED BY ANOTHER AS A PARTNER, IN A PARTNERSHIP OR WITH ONE OR MORE PERSONS NOT PARTNERS, THE PURPORTED PARTNER IS LIABLE TO A PERSON TO WHOM THE REPRESENTATION IS MADE, IF THAT PERSON, RELYING ON THE REPRESENTATION, ENTERS INTO A TRANSACTION