

mail is deleted as included in the reference to "certified" mail. *See* Art. 1, § 20.

In subsection (d)(2) of this section, the reference to "a bona fide resident of the State" is added for consistency with subsection (d)(1) of this section and to state explicitly that the prohibition against a prosecution not being started until 10 days after a written demand letter is mailed applies only to a prosecution of a resident of the State.

Also in subsection (d)(2) of this section, the former reference to prosecution "either by presentment, indictment, or otherwise" is deleted as surplusage.

The Criminal Law Article Review Committee notes, for the consideration of the General Assembly, that the Attorney General has found the limitation on prosecution of a bona fide Maryland resident stated in subsection (d) of this section to be unconstitutional as violating both Equal Protection and the Commerce Clause of the U.S. Constitution. *See* Letter of Advice from Attorney General J. Joseph Curran, Jr. to Judge Alan M. Wilner, pp. 10-14 (October 17, 2000). It is possible to address these concerns by extending the waiting period for prosecution of a Maryland resident to all persons. It is also possible to remedy the constitutional defect by eliminating the waiting period entirely, relying instead on prosecutorial discretion in deciding whether to bring a particular case to court. Each of these options involves a substantive change. Accordingly, the General Assembly may wish to address these concerns in substantive legislation.

For failure to return a rental vehicle, *see* § 7-205 of this article.

Defined term: "Person" § 1-101

#### 8-408. UNLAWFUL SUBLEASING OF MOTOR VEHICLES.

##### (A) DEFINITIONS.

(1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "DIRECT LOAN AGREEMENT" MEANS AN AGREEMENT BETWEEN A LENDER AND A BORROWER UNDER WHICH THE LENDER ADVANCES FUNDS UNDER A LOAN SECURED BY THE MOTOR VEHICLE PURCHASED BY THE BORROWER.

(3) (I) "INSTALLMENT SALE AGREEMENT" MEANS A CONTRACT FOR THE SALE OR LEASE OF A MOTOR VEHICLE, NEGOTIATED OR ENTERED INTO IN THE STATE, UNDER WHICH:

1. PART OR ALL OF THE PRICE IS PAYABLE IN ONE OR MORE PAYMENTS AFTER THE CONTRACT IS MADE; AND

2. THE SELLER TAKES COLLATERAL SECURITY OR KEEPS A SECURITY INTEREST IN THE MOTOR VEHICLE SOLD.

(II) "INSTALLMENT SALE AGREEMENT" INCLUDES: