

# SENATE BILL 695

I4, D3

9lr1387  
CF 9lr2491

---

By: **Senator Kramer**

Introduced and read first time: February 4, 2019

Assigned to: Finance

---

## A BILL ENTITLED

1 AN ACT concerning

2 **Maryland Commercial Receivership Act**

3 FOR the purpose of authorizing a court to appoint a receiver under certain circumstances;  
4 providing that a certain mortgagee is entitled to appointment of a receiver; requiring  
5 a court to appoint a receiver under certain circumstances; authorizing a court to  
6 condition appointment of a receiver on the giving of certain security under certain  
7 circumstances; authorizing a court to appoint a certain person as an ancillary  
8 receiver for certain property; specifying certain requirements an ancillary receiver  
9 must meet; authorizing a court to issue a certain order; establishing the rights,  
10 powers, and duties of an ancillary receiver; prohibiting a court from appointing a  
11 certain person as a receiver; providing that a person is disqualified from appointment  
12 as a receiver under certain circumstances; authorizing a certain person to nominate  
13 a person to serve as receiver; specifying that a court is not bound by a certain  
14 nomination; authorizing a court to determine whether or not a receiver must post a  
15 certain bond or security with the court; providing that a certain bond may meet  
16 certain requirements; establishing the authority of a court that appoints a receiver  
17 under this Act; establishing the powers, duties, and rights of a receiver; requiring a  
18 certain claim submitted by a creditor to meet certain requirements; providing for the  
19 effectiveness of a certain assignment of a certain claim; requiring the court to  
20 respond to a certain claim and authorizing the court to order certain actions;  
21 requiring that a certain distribution of receivership property be made in a certain  
22 manner; prohibiting a receiver from engaging certain professionals without court  
23 approval; requiring a certain request to disclose certain information to the court;  
24 providing that a certain person is not disqualified from certain engagement under  
25 certain circumstances; authorizing a court to disqualify a certain person if the court  
26 makes a certain determination about a conflict of interest; providing that this Act  
27 does not prevent a receiver from serving in the receivership in a certain capacity;  
28 requiring a certain person or a receiver to file a certain itemized statement with the  
29 court; requiring a court to set a certain hearing under certain circumstances;  
30 authorizing a court to order a certain sale; providing that a certain transfer of  
31 property may be free and clear of a certain lien or other interest in the property under

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 certain circumstances; providing that a certain lien or other interest attaches to  
2 certain proceeds in a certain manner; authorizing a certain purchase of property by  
3 a creditor under certain circumstances; providing that a certain reversal or  
4 modification of a certain order does not have certain effects; authorizing a court to  
5 condition assumption or rejection of a certain contract on certain terms and  
6 conditions; providing that a certain performance of a certain contract does not  
7 constitute a certain assumption or agreement or prevent a certain action;  
8 authorizing a court to order a receiver to assume or reject a certain contract under  
9 certain circumstances; providing that a certain obligation or liability must be treated  
10 in a certain manner; providing that a certain rejection of a certain contract shall be  
11 effective at a certain time and treated in a certain manner; providing that a certain  
12 right to possess or use property shall terminate on rejection of a certain contract;  
13 requiring a certain claim for damages to be submitted before the later of the time for  
14 submitting a certain claim or a certain number of days after entry of a certain order;  
15 providing for the effects of a certain rejection of a certain contract; prohibiting a  
16 receiver from assuming or assigning a certain contract under certain circumstances;  
17 authorizing a receiver to assign a certain contract under certain circumstances;  
18 prohibiting a receiver from rejecting a certain lease under certain circumstances;  
19 providing that a certain entry of an order appointing a receiver shall operate as a  
20 stay of a certain act; authorizing a court to order a certain stay under certain  
21 circumstances; providing that certain matters are not stayed under certain  
22 circumstances; authorizing a certain person to apply to the court for relief from a  
23 stay under certain circumstances; providing for the termination of a certain stay  
24 under certain circumstances; authorizing a court to void a certain act and take  
25 certain actions against a person who violates a certain stay under certain  
26 circumstances; requiring a person who has certain possession, custody, or control of  
27 certain property to turn the property over to the receiver under certain  
28 circumstances; authorizing a certain creditor to retain possession, custody, or control  
29 of certain property under certain circumstances; providing that a certain person may  
30 not satisfy a certain debt in a certain manner; authorizing a court to sanction as civil  
31 contempt a certain failure; requiring a certain owner to take certain actions under  
32 certain circumstances; providing for the application of certain provisions of this Act  
33 regarding the duties of a certain owner; authorizing a court to take certain actions  
34 after a certain failure to perform a certain duty; providing that certain property is  
35 subject to a certain security agreement; providing that a certain request or  
36 application by a mortgagee does not have certain effects; requiring that a certain  
37 assignee for the benefit of creditors be treated as a certain receiver; requiring certain  
38 property to be treated in a certain manner; authorizing the court to issue a certain  
39 order under certain circumstances; requiring a certain motion to be served in a  
40 certain manner and on certain persons; authorizing a certain party to file a certain  
41 appeal under certain circumstances and in a certain manner; establishing certain  
42 reporting requirements; authorizing a court to award certain fees and expenses and  
43 order a certain person to pay certain fees and expenses; providing that a receiver is  
44 entitled to certain defenses and immunities; requiring a person to receive certain  
45 approval from a court before taking certain actions; authorizing a court to remove a  
46 receiver under certain circumstances; requiring a court to replace a certain receiver;  
47 providing that a receiver is discharged under certain circumstances; requiring a

1 receivership to terminate automatically under certain circumstances; authorizing a  
2 court to discharge a receiver and terminate the court's administration of the  
3 receivership under certain circumstances; repealing certain provisions of law  
4 regarding an assignee for the benefit of creditors; establishing a certain short title;  
5 providing for the application of this Act; defining certain terms; and generally  
6 relating to the Maryland Commercial Receivership Act.

7 BY repealing and reenacting, without amendments,  
8 Article – Commercial Law  
9 Section 15–101 and 15–102  
10 Annotated Code of Maryland  
11 (2013 Replacement Volume and 2018 Supplement)

12 BY repealing  
13 Article – Commercial Law  
14 Section 15–103  
15 Annotated Code of Maryland  
16 (2013 Replacement Volume and 2018 Supplement)

17 BY adding to  
18 Article – Commercial Law  
19 Section 24–101 through 24–801 to be under the new title “Title 24. Maryland  
20 Commercial Receivership Act”  
21 Annotated Code of Maryland  
22 (2013 Replacement Volume and 2018 Supplement)

23 BY repealing and reenacting, with amendments,  
24 Article – Corporations and Associations  
25 Section 3–416  
26 Annotated Code of Maryland  
27 (2014 Replacement Volume and 2018 Supplement)

28 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
29 That the Laws of Maryland read as follows:

30 **Article – Commercial Law**

31 15–101.

32 (a) (1) For purposes of this section the following words, as used in federal  
33 bankruptcy laws, have the meanings indicated.

34 (2) “The case” means the assignment for the benefit of creditors proceeding  
35 or the receivership proceeding, whichever is applicable;

36 (3) “Commencement of the case” means commencement of the assignment  
37 for the benefit of creditors proceeding or receivership proceeding;

1 (4) "The court" means the court in which the assignment for the benefit of  
2 creditors proceeding or receivership proceeding is filed;

3 (5) "Date of the filing of the petition" means the date of the commencement  
4 of the assignment for the benefit of creditors proceeding or receivership proceeding;

5 (6) "Debtor" means the insolvent as that term is defined in subsection (b)  
6 of this section;

7 (7) (i) "The estate" means the estate that is created when an assignee  
8 for the benefit of creditors or a receiver of the assets of an insolvent is appointed;

9 (ii) "The estate" includes all property, assets, interests, and rights  
10 with respect to which the assignee or receiver is acting as a fiduciary;

11 (8) "Order for relief" means the order appointing the assignee for the  
12 benefit of creditors or the receiver of the assets of an insolvent;

13 (9) "Petition" means the pleading filed to commence the assignment for the  
14 benefit of creditors proceeding or receivership proceeding;

15 (10) "Trustee" means the assignee for the benefit of creditors or receiver of  
16 the assets of an insolvent; and

17 (11) Other words, including "insolvent" and "insider", when used in federal  
18 bankruptcy law shall have the meanings set forth in the definition section of the federal  
19 bankruptcy law or as interpreted by the federal courts applying federal bankruptcy law.

20 (b) (1) In this section the following words have the meanings indicated.

21 (2) "Insolvent" means the assignor in an assignment for the benefit of  
22 creditors proceeding or the insolvent with respect to whose affairs a receiver has been  
23 appointed.

24 (3) "Judicial lien" means a lien obtained by judgment, levy, sequestration,  
25 or other legal or equitable process or proceeding.

26 (c) Any assignee for the benefit of creditors or receiver of the assets of an insolvent  
27 shall be vested with full title to all the property and assets of the insolvent and with full  
28 power to enforce obligations or liabilities in favor of the insolvent.

29 (d) All preferences, payments, transfers, and obligations made or suffered by the  
30 insolvent which are fraudulent, void, or voidable under any act of the Congress of the  
31 United States relating to bankruptcy are fraudulent, void, or voidable, respectively, under  
32 this subtitle to the same extent that they would be fraudulent, void, or voidable under  
33 applicable federal bankruptcy law.

1 (e) Any assignee for the benefit of creditors or receiver of the assets of an insolvent  
2 may set aside any:

3 (1) Fraudulent conveyance as defined in Subtitle 2 of this title; and

4 (2) Preference, payment, transfer, or obligation that is fraudulent, void, or  
5 voidable under subsection (d) of this section.

6 (f) Any assignee for the benefit of creditors or receiver of the assets of an insolvent  
7 has, as of the date of the commencement of the proceeding, the rights:

8 (1) Of a creditor that extends credit to the insolvent at the time of the  
9 commencement of the proceeding and that obtains, at such time and with respect to such  
10 credit, a judicial lien on all property on which a creditor on a simple contract could have  
11 obtained such a judicial lien, whether or not such a creditor exists;

12 (2) Of a creditor that extends credit to the insolvent at the time of the  
13 commencement of the proceeding and obtains, at such time and with respect to such credit,  
14 an execution against the insolvent that is returned unsatisfied at such time, whether or not  
15 such a creditor exists;

16 (3) Of a bona fide purchaser of real property, other than fixtures, from the  
17 insolvent, against whom applicable law permits such transfer to be perfected, that obtains  
18 the status of a bona fide purchaser and has perfected such transfer at the time of the  
19 commencement of the proceeding, whether or not such a purchaser exists; and

20 (4) To avoid any preference, payment, transfer, or obligation that is  
21 fraudulent, void, or voidable under subsection (d) of this section.

22 15–102.

23 (a) (1) In this section the following words have the meanings indicated.

24 (2) “Person” includes an individual, corporation, business trust, statutory  
25 trust, estate, trust, partnership, limited liability company, association, two or more persons  
26 having a joint or common interest, or any other legal or commercial entity.

27 (3) “Wages” means all remuneration paid to any employee for his  
28 employment, including the cash value of all remuneration paid in any medium other than  
29 cash.

30 (b) The property of an insolvent who makes an assignment for the benefit of  
31 creditors or who has his property taken by a receiver under a decree of a court in an  
32 insolvency proceeding shall be applied to the following, in the order stated:

33 (1) Costs and expenses of the administration of the trust or insolvency

1 proceeding which the court approves;

2 (2) Wages of an employee and health, welfare, and pension contributions  
3 contracted for in place of wages, earned not more than three months before the assignment  
4 or institution of the insolvency proceeding;

5 (3) Lien claims of the State, a county, municipal corporation, or other  
6 political subdivision of the State perfected or recorded before the assignment or institution  
7 of the insolvency proceeding, and claims of persons having judicial liens on property of the  
8 insolvent recorded more than four months before the assignment or institution of the  
9 insolvency proceeding;

10 (4) Unsecured claims of individuals, to the extent of \$900 for each  
11 individual, arising from the deposit, before the commencement of the case, of money in  
12 connection with the purchase, lease, or rental of property, or the purchase of services, for  
13 the personal, family, or household use of the individuals, that were not delivered or  
14 provided;

15 (5) Rent for any interest in real property in the State due not more than  
16 three months before the execution of the assignment or institution of the insolvency  
17 proceeding;

18 (6) Charges in connection with the transportation of goods advanced by one  
19 common carrier to another on behalf of a consignor or consignee not more than three  
20 months before the assignment or institution of the insolvency proceeding;

21 (7) Taxes not included in paragraph (3) of this subsection; and

22 (8) Claims of unsecured creditors.

23 (c) For the purpose of subsection (b)(1) of this section, the landlord's claim for rent  
24 for any interest in real property in this State due not more than three months before the  
25 execution of the assignment or institution of the insolvency proceeding shall be considered  
26 a perfected lien on the distrainable property of the insolvent to the same extent as if distress  
27 for rent was levied by the landlord before the assignment or the institution of the insolvency  
28 proceeding.

29 [15-103.

30 (a) Title to property may not pass to an assignee for the benefit of creditors until  
31 the assignee files a bond as required by the Maryland Rules. If the assignee makes a sale  
32 before filing a bond, the sale is not valid and does not pass title to the property sold.

33 (b) If all other legal requirements were met, a conveyance made by an assignee  
34 for the benefit of creditors when two sureties on the bond were required is valid even though  
35 a bond was given with only one surety.

1 (c) A sale by an assignee for the benefit of creditors is not valid unless ratified by  
2 the court.]

3 **TITLE 24. MARYLAND COMMERCIAL RECEIVERSHIP ACT.**

4 **SUBTITLE 1. DEFINITIONS; GENERAL PROVISIONS.**

5 **24-101.**

6 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS  
7 INDICATED.

8 (B) "AFFILIATE" MEANS:

9 (1) WITH RESPECT TO AN INDIVIDUAL:

10 (I) THE SPOUSE OF THE INDIVIDUAL;

11 (II) A LINEAL ANCESTOR OR DESCENDANT, WHETHER BY BLOOD  
12 OR ADOPTION, OF:

13 1. THE INDIVIDUAL; OR

14 2. THE SPOUSE OF THE INDIVIDUAL;

15 (III) THE SPOUSE OF AN ANCESTOR OR A DESCENDANT  
16 DESCRIBED IN ITEM (II) OF THIS ITEM;

17 (IV) A SIBLING, AN AUNT, AN UNCLE, A GREAT AUNT, A GREAT  
18 UNCLE, A FIRST COUSIN, A NIECE, A NEPHEW, A GRANDNIECE, OR A GRANDNEPHEW  
19 OF THE INDIVIDUAL, WHETHER RELATED BY THE WHOLE OR THE HALF BLOOD OR  
20 ADOPTION, OR A SPOUSE OF ANY OF THE LISTED INDIVIDUALS; OR

21 (V) ANY OTHER INDIVIDUAL OCCUPYING THE RESIDENCE OF  
22 THE INDIVIDUAL; OR

23 (2) WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL:

24 (I) ANOTHER PERSON THAT, DIRECTLY OR INDIRECTLY,  
25 CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH THE  
26 PERSON;

27 (II) AN OFFICER, A DIRECTOR, A MANAGER, A MEMBER, A

1 PARTNER, AN EMPLOYEE, OR A TRUSTEE OR ANY OTHER FIDUCIARY OF THE PERSON;  
2 OR

3 (III) A SPOUSE OF, OR AN INDIVIDUAL OCCUPYING THE  
4 RESIDENCE OF, AN INDIVIDUAL DESCRIBED IN ITEM (I) OR (II) OF THIS ITEM.

5 (C) "COUNTERPARTY" MEANS ANY OTHER PARTY TO AN EXECUTORY  
6 CONTRACT OR UNEXPIRED LEASE WITH THE OWNER.

7 (D) "COURT" MEANS THE COURT IN WHICH A RECEIVERSHIP IS FILED.

8 (E) "EXECUTORY CONTRACT" MEANS A CONTRACT, INCLUDING A LEASE,  
9 UNDER WHICH:

10 (1) THE OBLIGATIONS OF ALL PARTIES ARE NOT FULLY PERFORMED;  
11 AND

12 (2) THE FAILURE OF A PARTY TO COMPLETE PERFORMANCE OF THE  
13 PARTY'S OBLIGATIONS WOULD CONSTITUTE A MATERIAL BREACH.

14 (F) "GOVERNMENTAL UNIT" MEANS AN OFFICE, A DEPARTMENT, A  
15 DIVISION, A BUREAU, A BOARD, A COMMISSION, OR ANY OTHER UNIT OF THE STATE  
16 OR SUBDIVISION OF THE STATE.

17 (G) "INTELLECTUAL PROPERTY" MEANS, TO THE EXTENT PROTECTED BY  
18 APPLICABLE LAW:

19 (1) A TRADE SECRET;

20 (2) AN INVENTION, PROCESS, DESIGN, OR PLANT;

21 (3) A PATENT APPLICATION;

22 (4) A PLANT VARIETY;

23 (5) A WORK OF AUTHORSHIP;

24 (6) A MASK WORK; OR

25 (7) A TRADEMARK OR SERVICE MARK.

26 (H) "LIEN" MEANS AN INTEREST IN PROPERTY THAT SECURES PAYMENT OR  
27 PERFORMANCE OF AN OBLIGATION.



1           **(I) “MASTER SERVICE LIST” MEANS THE LIST A RECEIVER IS REQUIRED TO**  
2 **FILE WITH THE COURT UNDER § 24-501(C) OF THIS TITLE.**

3           **(J) (1) “MORTGAGE” MEANS A RECORD, BY ANY TITLE, THAT CREATES**  
4 **OR PROVIDES FOR A CONSENSUAL LIEN ON REAL PROPERTY OR RENT, EVEN IF THE**  
5 **RECORD ALSO CREATES OR PROVIDES FOR A LIEN ON PERSONAL PROPERTY.**

6           **(2) “MORTGAGE” INCLUDES:**

7                   **(I) AN INDEMNITY MORTGAGE;**

8                   **(II) A DEED OF TRUST; AND**

9                   **(III) AN INDEMNITY DEED OF TRUST.**

10           **(K) “MORTGAGEE” MEANS A PERSON ENTITLED TO ENFORCE AN**  
11 **OBLIGATION SECURED BY A MORTGAGE.**

12           **(L) “MORTGAGOR” MEANS A PERSON THAT GRANTS A MORTGAGE OR A**  
13 **SUCCESSOR IN OWNERSHIP OF THE REAL PROPERTY DESCRIBED IN THE MORTGAGE.**

14           **(M) “OWNER” MEANS THE PERSON FOR WHOSE PROPERTY OR BUSINESS A**  
15 **RECEIVER IS APPOINTED.**

16           **(N) “PERSON” INCLUDES AN INDIVIDUAL, AN ESTATE, A BUSINESS, A**  
17 **NONPROFIT ENTITY, A PUBLIC CORPORATION, A GOVERNMENTAL UNIT, AN**  
18 **INSTRUMENTALITY, AND ANY OTHER LEGAL ENTITY.**

19           **(O) “PROCEEDS” MEANS:**

20                   **(1) WHATEVER IS ACQUIRED ON THE SALE, LEASE, LICENSE,**  
21 **EXCHANGE, OR OTHER DISPOSITION OF RECEIVERSHIP PROPERTY;**

22                   **(2) WHATEVER IS COLLECTED ON, OR DISTRIBUTED ON ACCOUNT OF,**  
23 **RECEIVERSHIP PROPERTY;**

24                   **(3) RIGHTS ARISING OUT OF RECEIVERSHIP PROPERTY;**

25                   **(4) TO THE EXTENT OF THE VALUE OF RECEIVERSHIP PROPERTY,**  
26 **CLAIMS ARISING OUT OF THE LOSS, NONCONFORMITY, OR INTERFERENCE WITH THE**  
27 **USE OF, DEFECTS OR INFRINGEMENT OF RIGHTS IN, OR DAMAGE TO THE PROPERTY;**  
28 **OR**

1           **(5) TO THE EXTENT OF THE VALUE OF RECEIVERSHIP PROPERTY AND**  
2 **TO THE EXTENT PAYABLE TO THE OWNER OR MORTGAGEE, INSURANCE PAYABLE BY**  
3 **REASON OF:**

4           **(I) THE LOSS OR NONCONFORMITY OF THE PROPERTY;**

5           **(II) DEFECTS OR INFRINGEMENT OF RIGHTS IN THE PROPERTY;**

6 **OR**

7           **(III) DAMAGE TO THE PROPERTY.**

8           **(P) (1) "PROPERTY" MEANS ALL OF A PERSON'S RIGHT, TITLE, AND**  
9 **INTEREST, BOTH LEGAL AND EQUITABLE, IN REAL AND PERSONAL PROPERTY,**  
10 **TANGIBLE AND INTANGIBLE, WHEREVER LOCATED AND HOWEVER ACQUIRED.**

11           **(2) "PROPERTY" INCLUDES PROCEEDS, PRODUCTS, OFFSPRING,**  
12 **RENT, AND PROFITS OF OR FROM THE PROPERTY.**

13           **(3) "PROPERTY" DOES NOT INCLUDE:**

14           **(I) ANY POWER THAT THE OWNER MAY EXERCISE SOLELY FOR**  
15 **THE BENEFIT OF ANOTHER PERSON; OR**

16           **(II) PROPERTY IMPRESSED WITH A TRUST, EXCEPT TO THE**  
17 **EXTENT THAT THE OWNER HAS A RESIDUAL INTEREST.**

18           **(Q) "RECEIVER" MEANS A PERSON APPOINTED BY THE COURT UNDER §**  
19 **24-201(A) OF THIS TITLE, AND SUBJECT TO THE COURT'S AUTHORITY, TO TAKE**  
20 **POSSESSION OF, MANAGE, AND, IF AUTHORIZED BY THIS TITLE OR COURT ORDER,**  
21 **TRANSFER, SELL, LEASE, LICENSE, EXCHANGE, COLLECT, OR OTHERWISE DISPOSE**  
22 **OF RECEIVERSHIP PROPERTY.**

23           **(R) "RECEIVERSHIP" MEANS A PROCEEDING IN WHICH A RECEIVER IS**  
24 **APPOINTED.**

25           **(S) (1) "RECEIVERSHIP PROPERTY" MEANS THE PROPERTY OR BUSINESS**  
26 **OF AN OWNER THAT IS DESCRIBED IN THE ORDER APPOINTING A RECEIVER OR A**  
27 **SUBSEQUENT ORDER.**

28           **(2) "RECEIVERSHIP PROPERTY" INCLUDES ANY PRODUCTS,**  
29 **OFFSPRING, PROFITS, AND PROCEEDS OF THE PROPERTY.**

1 (T) "RECORD" MEANS INFORMATION THAT IS:

2 (1) (I) WRITTEN ON A TANGIBLE MEDIUM; OR

3 (II) STORED ON AN ELECTRONIC OR ANY OTHER MEDIUM; AND

4 (2) RETRIEVABLE IN PERCEIVABLE FORM.

5 (U) "RENT" MEANS:

6 (1) A SUM PAYABLE FOR THE RIGHT TO POSSESS OR OCCUPY, OR FOR  
7 THE ACTUAL POSSESSION OR OCCUPATION OF, REAL PROPERTY OF ANOTHER  
8 PERSON;

9 (2) A SUM PAYABLE TO A MORTGAGOR OR AN OWNER UNDER A POLICY  
10 OF RENTAL-INTERRUPTION INSURANCE COVERING REAL PROPERTY;

11 (3) A CLAIM ARISING OUT OF A DEFAULT IN THE PAYMENT OF A SUM  
12 PAYABLE FOR THE RIGHT TO POSSESS OR OCCUPY REAL PROPERTY OF ANOTHER  
13 PERSON;

14 (4) A SUM PAYABLE TO TERMINATE AN AGREEMENT TO POSSESS OR  
15 OCCUPY REAL PROPERTY OF ANOTHER PERSON;

16 (5) A SUM PAYABLE TO A MORTGAGOR OR AN OWNER FOR PAYMENT  
17 OR REIMBURSEMENT OF EXPENSES INCURRED IN OWNING, OPERATING, AND  
18 MAINTAINING REAL PROPERTY, OR CONSTRUCTING OR INSTALLING IMPROVEMENTS  
19 ON REAL PROPERTY; OR

20 (6) ANOTHER SUM PAYABLE UNDER AN AGREEMENT RELATING TO  
21 THE REAL PROPERTY OF ANOTHER PERSON THAT CONSTITUTES RENT UNDER STATE  
22 LAW.

23 (V) "SECURED OBLIGATION" MEANS AN OBLIGATION THE PAYMENT OR  
24 PERFORMANCE OF WHICH IS SECURED BY A SECURITY AGREEMENT.

25 (W) "SECURITY AGREEMENT" MEANS AN AGREEMENT THAT CREATES OR  
26 PROVIDES FOR A LIEN ON REAL OR PERSONAL PROPERTY.

27 (X) "SIGN" MEANS, WITH PRESENT INTENT TO AUTHENTICATE OR ADOPT A  
28 RECORD:

29 (1) TO EXECUTE OR ADOPT A TANGIBLE SYMBOL; OR

1           **(2) TO ATTACH TO OR LOGICALLY ASSOCIATE WITH THE RECORD AN**  
2 **ELECTRONIC SOUND, A SYMBOL, OR A PROCESS.**

3           **(Y) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**  
4 **“STATE” MEANS:**

5                   **(I) A STATE, POSSESSION, TERRITORY, OR COMMONWEALTH OF**  
6 **THE UNITED STATES; OR**

7                   **(II) THE DISTRICT OF COLUMBIA, PUERTO RICO, THE UNITED**  
8 **STATES VIRGIN ISLANDS, OR ANY TERRITORY OR INSULAR POSSESSION SUBJECT TO**  
9 **THE JURISDICTION OF THE UNITED STATES.**

10           **(2) WHEN CAPITALIZED, “STATE” MEANS MARYLAND.**

11           **(Z) “TIMESHARE INTEREST” MEANS AN INTEREST THAT:**

12                   **(1) HAS A DURATION OF MORE THAN 3 YEARS;**

13                   **(2) GRANTS THE HOLDER OF THE INTEREST THE RIGHT TO USE AND**  
14 **OCCUPY AN ACCOMMODATION, A FACILITY, OR A RECREATIONAL SITE, WHETHER**  
15 **IMPROVED OR NOT; AND**

16                   **(3) ENDURES FOR A SPECIFIC PERIOD THAT IS LESS THAN A FULL**  
17 **YEAR DURING ANY GIVEN YEAR.**

18 **24-102.**

19           **UNLESS DISPLACED BY A PARTICULAR PROVISION OF THIS TITLE, THE**  
20 **PRINCIPLES OF LAW AND EQUITY SUPPLEMENT THIS TITLE.**

21 **24-103.**

22           **(A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OR (C) OF THIS**  
23 **SECTION, THIS TITLE APPLIES TO:**

24                   **(1) A RECEIVERSHIP FOR AN INTEREST IN REAL PROPERTY AND ANY**  
25 **PERSONAL PROPERTY THAT IS:**

26                           **(I) RELATED TO THE REAL PROPERTY; OR**

27                           **(II) USED IN OPERATING THE REAL PROPERTY;**

1           **(2) A RECEIVERSHIP ESTABLISHED UNDER § 3-411 OR § 3-415 OF**  
2 **THE CORPORATIONS AND ASSOCIATIONS ARTICLE; OR**

3           **(3) ANY OTHER RECEIVERSHIP IN WHICH A RECEIVER IS APPOINTED**  
4 **TO TAKE POSSESSION AND CONTROL OF ALL OR SUBSTANTIALLY ALL OF A PERSON'S**  
5 **PROPERTY WITH AUTHORITY TO LIQUIDATE THE PROPERTY AND, IN THE CASE OF A**  
6 **BUSINESS FOR WHICH THE RECEIVER IS APPOINTED, WIND UP THE AFFAIRS OF THE**  
7 **BUSINESS.**

8           **(B) THIS TITLE DOES NOT APPLY TO A RECEIVERSHIP FOR AN INTEREST IN**  
9 **REAL PROPERTY IMPROVED BY ONE TO FOUR DWELLING UNITS UNLESS:**

10           **(1) THE INTEREST IS USED FOR AGRICULTURAL, COMMERCIAL,**  
11 **INDUSTRIAL, OR MINERAL EXTRACTION PURPOSES, OTHER THAN INCIDENTAL USES**  
12 **BY AN OWNER OCCUPYING THE PROPERTY AS THE OWNER'S PRIMARY RESIDENCE;**

13           **(2) THE INTEREST SECURES AN OBLIGATION INCURRED AT A TIME**  
14 **WHEN THE PROPERTY WAS USED OR PLANNED FOR USE FOR AGRICULTURAL,**  
15 **COMMERCIAL, INDUSTRIAL, OR MINERAL EXTRACTION PURPOSES;**

16           **(3) THE OWNER PLANNED OR IS PLANNING TO DEVELOP THE**  
17 **PROPERTY INTO ONE OR MORE DWELLING UNITS TO BE SOLD OR LEASED IN THE**  
18 **ORDINARY COURSE OF THE OWNER'S BUSINESS; OR**

19           **(4) THE OWNER IS COLLECTING OR HAS THE RIGHT TO COLLECT**  
20 **RENT OR ANY OTHER INCOME FROM THE PROPERTY FROM A PERSON OTHER THAN**  
21 **AN AFFILIATE OF THE OWNER.**

22           **(C) THIS TITLE DOES NOT APPLY TO A RECEIVERSHIP AUTHORIZED BY A**  
23 **LOCAL LAW OR A STATE LAW OTHER THAN THIS TITLE IN WHICH THE RECEIVER IS A**  
24 **GOVERNMENTAL UNIT OR A PERSON ACTING IN AN OFFICIAL CAPACITY ON BEHALF**  
25 **OF THE GOVERNMENTAL UNIT UNLESS:**

26           **(1) THE GOVERNMENTAL UNIT OR THE PERSON ACTING IN AN**  
27 **OFFICIAL CAPACITY ON BEHALF OF THE UNIT ELECTS TO HAVE THE PROVISIONS OF**  
28 **THIS TITLE APPLY TO THE RECEIVERSHIP;**

29           **(2) A COURT, FOR GOOD CAUSE, ORDERS THAT THE PROVISIONS OF**  
30 **THIS TITLE APPLY TO THE RECEIVERSHIP; OR**

31           **(3) THE LAW AUTHORIZING THE RECEIVERSHIP IN WHICH THE**  
32 **RECEIVER IS A GOVERNMENTAL UNIT OR A PERSON ACTING IN AN OFFICIAL**

1 CAPACITY ON BEHALF OF THE GOVERNMENTAL UNIT PROVIDES THAT THIS TITLE  
2 APPLIES TO THE RECEIVERSHIP.

3 (D) SUBSECTION (C)(2) OF THIS SECTION DOES NOT APPLY TO A  
4 DELINQUENCY PROCEEDING INITIATED BY THE MARYLAND INSURANCE  
5 COMMISSIONER UNDER TITLE 9, SUBTITLE 2 OF THE INSURANCE ARTICLE.

6 SUBTITLE 2. APPOINTMENT OF RECEIVER.

7 24-201.

8 (A) A COURT MAY APPOINT A RECEIVER:

9 (1) BEFORE JUDGMENT, TO PROTECT A PARTY THAT DEMONSTRATES  
10 AN APPARENT RIGHT TO PROPERTY THAT IS THE SUBJECT OF THE ACTION, IF THE  
11 PROPERTY OR THE REVENUE-PRODUCING POTENTIAL OF THE PROPERTY:

12 (I) IS BEING SUBJECTED TO OR IS IN DANGER OF WASTE, LOSS,  
13 DISSIPATION, OR IMPAIRMENT; OR

14 (II) HAS BEEN OR IS ABOUT TO BE THE SUBJECT OF A  
15 FRAUDULENT CONVEYANCE VOIDABLE UNDER TITLE 15, SUBTITLE 2 OF THIS  
16 ARTICLE;

17 (2) AFTER JUDGMENT, TO:

18 (I) CARRY THE JUDGMENT INTO EFFECT; OR

19 (II) PRESERVE NONEXEMPT PROPERTY:

20 1. PENDING APPEAL; OR

21 2. WHEN AN EXECUTION HAS BEEN RETURNED  
22 UNSATISFIED AND THE OWNER REFUSES TO APPLY THE PROPERTY IN SATISFACTION  
23 OF THE JUDGMENT;

24 (3) IN AN ACTION SEEKING DISSOLUTION OF A CORPORATION; OR

25 (4) TO A RECEIVERSHIP UNDER § 24-103(A)(3) OF THIS TITLE.

26 (B) (1) IN CONNECTION WITH OR ANTICIPATION OF A FORECLOSURE OR  
27 ANY OTHER ENFORCEMENT OF A MORTGAGE, A MORTGAGEE IS ENTITLED TO THE  
28 APPOINTMENT OF A RECEIVER.

1           **(2) ON REQUEST, A COURT SHALL APPOINT A RECEIVER FOR THE**  
2 **MORTGAGED PROPERTY IF:**

3           **(I) THERE IS A DEFAULT UNDER THE MORTGAGE; AND**

4           **(II) 1. APPOINTMENT OF A RECEIVER IS NECESSARY TO**  
5 **PROTECT THE PROPERTY FROM WASTE, LOSS, TRANSFER, DISSIPATION, OR**  
6 **IMPAIRMENT;**

7                   **2. THE MORTGAGOR AGREED IN A SIGNED RECORD,**  
8 **INCLUDING THE MORTGAGE OR AN ASSIGNMENT OF LEASES AND RENTS, TO THE**  
9 **APPOINTMENT OF A RECEIVER ON DEFAULT;**

10                   **3. THE OWNER AGREED, AFTER DEFAULT AND IN A**  
11 **SIGNED RECORD, TO THE APPOINTMENT OF A RECEIVER;**

12                   **4. THE PROPERTY AND ANY OTHER COLLATERAL HELD**  
13 **BY THE MORTGAGEE ARE NOT SUFFICIENT TO SATISFY THE SECURED OBLIGATION;**

14                   **5. THE OWNER FAILS TO TURN OVER TO THE**  
15 **MORTGAGEE PROCEEDS OR RENT THE MORTGAGEE WAS ENTITLED TO COLLECT; OR**

16                   **6. THE HOLDER OF A SUBORDINATE LIEN OBTAINS THE**  
17 **APPOINTMENT OF A RECEIVER FOR THE PROPERTY.**

18           **(C) (1) A COURT MAY CONDITION APPOINTMENT OF A RECEIVER**  
19 **WITHOUT PRIOR NOTICE UNDER § 24-501(B)(1) OF THIS TITLE, OR WITHOUT A**  
20 **PRIOR HEARING UNDER § 24-501(B)(2) OF THIS TITLE, ON THE GIVING OF SECURITY**  
21 **BY THE PERSON SEEKING THE APPOINTMENT FOR:**

22           **(I) THE PAYMENT OF DAMAGES;**

23           **(II) REASONABLE ATTORNEY'S FEES; OR**

24           **(III) IF THE COURT CONCLUDES THAT THE APPOINTMENT WAS**  
25 **NOT JUSTIFIED, COSTS INCURRED BY ANY PERSON.**

26           **(2) IF THE COURT LATER CONCLUDES THAT THE APPOINTMENT WAS**  
27 **JUSTIFIED, THE COURT SHALL RELEASE THE SECURITY.**

28 **24-202.**

1           **(A) SUBJECT TO SUBSECTION (B) OF THIS SECTION, A COURT MAY APPOINT**  
2 **AS AN ANCILLARY RECEIVER FOR PROPERTY LOCATED IN THE STATE OR SUBJECT**  
3 **TO THE JURISDICTION OF THE COURT FOR WHICH A RECEIVER COULD BE**  
4 **APPOINTED UNDER THIS TITLE:**

5                   **(1) A RECEIVER APPOINTED IN ANOTHER STATE; OR**

6                   **(2) A NOMINEE OF THE RECEIVER IN THE OTHER STATE.**

7           **(B) AN ANCILLARY RECEIVER UNDER SUBSECTION (A) OF THIS SECTION**  
8 **SHALL:**

9                   **(1) BE ELIGIBLE TO SERVE AS A RECEIVER UNDER § 24–203 OF THIS**  
10 **SUBTITLE; AND**

11                   **(2) FURTHER THE PERSON’S POSSESSION, CUSTODY, CONTROL, OR**  
12 **DISPOSITION OF PROPERTY SUBJECT TO THE RECEIVERSHIP IN THE OTHER STATE.**

13           **(C) A COURT MAY ISSUE AN ORDER THAT GIVES EFFECT TO AN ORDER**  
14 **ENTERED IN ANOTHER STATE APPOINTING OR DIRECTING A RECEIVER.**

15           **(D) UNLESS THE COURT ORDERS OTHERWISE, AN ANCILLARY RECEIVER**  
16 **APPOINTED UNDER SUBSECTION (A) OF THIS SECTION HAS THE RIGHTS, POWERS,**  
17 **AND DUTIES OF A RECEIVER APPOINTED UNDER THIS TITLE.**

18 **24–203.**

19           **(A) A COURT MAY NOT APPOINT A PERSON AS A RECEIVER UNLESS THE**  
20 **PERSON PROVIDES A STATEMENT UNDER PENALTY OF PERJURY THAT THE PERSON**  
21 **IS NOT DISQUALIFIED UNDER SUBSECTION (B) OF THIS SECTION.**

22           **(B) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (C) OF THIS**  
23 **SECTION, A PERSON IS DISQUALIFIED FROM APPOINTMENT AS A RECEIVER IF THE**  
24 **PERSON:**

25                   **(1) IS AN AFFILIATE OF A PARTY;**

26                   **(2) HAS A MATERIAL FINANCIAL INTEREST IN THE OUTCOME OF THE**  
27 **ACTION, OTHER THAN COMPENSATION THE COURT MAY ALLOW THE RECEIVER;**

28                   **(3) HAS A DEBTOR–CREDITOR RELATIONSHIP WITH A PARTY;**

29                   **(4) HOLDS AN EQUITY INTEREST IN A PARTY, OTHER THAN A**



1 NONCONTROLLING INTEREST IN A PUBLICLY TRADED COMPANY;

2 (5) IS OR WAS A DIRECTOR, AN OFFICER, OR AN EMPLOYEE OF THE  
3 OWNER WITHIN 2 YEARS IMMEDIATELY PRECEDING THE APPOINTMENT OF THE  
4 RECEIVER;

5 (6) (I) HAS BEEN CONVICTED OF A FELONY OR ANY OTHER CRIME  
6 INVOLVING MORAL TURPITUDE; OR

7 (II) IS SUPERVISED BY OR AN EMPLOYEE OF A PERSON WHO HAS  
8 BEEN CONVICTED OF A FELONY OR ANY OTHER CRIME OF MORAL TURPITUDE;

9 (7) (I) HAS BEEN FOUND LIABLE IN CIVIL COURT FOR FRAUD,  
10 BREACH OF FIDUCIARY DUTY, THEFT, OR SIMILAR MISCONDUCT; OR

11 (II) IS CONTROLLED BY A PERSON WHO HAS BEEN FOUND  
12 LIABLE IN CIVIL COURT FOR FRAUD, BREACH OF FIDUCIARY DUTY, THEFT, OR  
13 SIMILAR MISCONDUCT; OR

14 (8) OTHERWISE HAS AN INTEREST MATERIALLY ADVERSE TO AN  
15 INTEREST OF A PARTY OR THE RECEIVERSHIP ESTATE, OR OF ANY CREDITOR OR  
16 EQUITY SECURITY HOLDER, BY REASON OF ANY DIRECT OR INDIRECT  
17 RELATIONSHIP TO, CONNECTION WITH, OR INTEREST IN THE OWNER.

18 (C) (1) A PERSON IS NOT DISQUALIFIED FROM APPOINTMENT AS A  
19 RECEIVER SOLELY BECAUSE THE PERSON:

20 (I) WAS APPOINTED AS A RECEIVER OF ANOTHER  
21 RECEIVERSHIP;

22 (II) IS OWED COMPENSATION IN AN UNRELATED MATTER  
23 INVOLVING A PARTY;

24 (III) WAS ENGAGED BY A PARTY IN A MATTER UNRELATED TO  
25 THE RECEIVERSHIP;

26 (IV) IS AN INDIVIDUAL OBLIGATED TO A PARTY ON A DEBT THAT:

27 1. IS NOT IN DEFAULT; AND

28 2. WAS INCURRED PRIMARILY FOR PERSONAL, FAMILY,  
29 OR HOUSEHOLD PURPOSES; OR

1                   **(V) MAINTAINS WITH A PARTY A DEPOSIT ACCOUNT AS DEFINED**  
2 **IN § 9-102(A)(29) OF THIS ARTICLE.**

3                   **(2) NOTWITHSTANDING SUBSECTION (B)(5) OF THIS SECTION, A**  
4 **PERSON WHO IS OR WAS A DIRECTOR, AN OFFICER, OR AN EMPLOYEE OF THE OWNER**  
5 **WITHIN 2 YEARS IMMEDIATELY PRECEDING THE APPOINTMENT OF THE RECEIVER**  
6 **IS NOT DISQUALIFIED FROM APPOINTMENT AS A RECEIVER IF THE COURT:**

7                   **(I) APPOINTS THE PERSON AS A RECEIVER; AND**

8                   **(II) DETERMINES THAT:**

9                   **1. THE APPOINTMENT WOULD BE IN THE BEST INTEREST**  
10 **OF THE RECEIVERSHIP ESTATE; AND**

11                   **2. THE PERSON IS NOT DISQUALIFIED FOR A REASON**  
12 **LISTED IN SUBSECTION (B)(1) THROUGH (4) OR (B)(6) THROUGH (8) OF THIS**  
13 **SECTION.**

14                   **(D) (1) A PERSON SEEKING APPOINTMENT OF A RECEIVER MAY**  
15 **NOMINATE A PERSON TO SERVE AS RECEIVER.**

16                   **(2) A COURT IS NOT BOUND BY A NOMINATION RECEIVED UNDER**  
17 **PARAGRAPH (1) OF THIS SUBSECTION.**

18 **24-204.**

19                   **(A) THE COURT MAY:**

20                   **(1) REQUIRE A RECEIVER TO POST A BOND OR SECURITY WITH THE**  
21 **COURT;**

22                   **(2) AUTHORIZE A RECEIVER TO ACT WITHOUT POSTING A BOND OR**  
23 **OTHER SECURITY; OR**

24                   **(3) AUTHORIZE A RECEIVER TO ACT BEFORE THE RECEIVER POSTS**  
25 **ANY BOND REQUIRED BY THE COURT.**

26                   **(B) IF A COURT REQUIRES A BOND TO BE POSTED UNDER SUBSECTION (A)**  
27 **OF THIS SECTION, THE BOND SHALL BE:**

28                   **(1) CONDITIONED ON THE FAITHFUL DISCHARGE OF THE RECEIVER'S**  
29 **DUTIES;**

1           **(2) WITH ONE OR MORE SURETIES APPROVED BY THE COURT;**

2           **(3) IN AN AMOUNT THE COURT SPECIFIES; AND**

3           **(4) EFFECTIVE AS OF THE DATE OF THE RECEIVER'S APPOINTMENT.**

4           **(C) THE COURT MAY ALSO AUTHORIZE A RECEIVER TO ACT WITHOUT**  
5 **POSTING A BOND OR OTHER SECURITY.**

6 **24-205.**

7           **(A) A COURT THAT APPOINTS A RECEIVER UNDER THIS TITLE:**

8           **(1) HAS EXCLUSIVE JURISDICTION TO DIRECT THE RECEIVER AND**  
9 **DETERMINE ANY CONTROVERSY RELATED TO THE RECEIVERSHIP OR RECEIVERSHIP**  
10 **PROPERTY WHEREVER LOCATED WITHIN THE STATE, INCLUDING ALL**  
11 **CONTROVERSIES RELATING TO:**

12                   **(I) THE COLLECTION, PRESERVATION, IMPROVEMENT,**  
13 **DISPOSITION, AND DISTRIBUTION OF RECEIVERSHIP PROPERTY;**

14                   **(II) THE EXERCISE OF THE RECEIVER'S POWERS; OR**

15                   **(III) THE PERFORMANCE OF THE RECEIVER'S DUTIES; AND**

16           **(2) MAY, ON MOTION BY A PARTY IN INTEREST OR ON ITS OWN**  
17 **INITIATIVE, ASSIGN THE RECEIVERSHIP TO A JUDGE WHO SHALL BE RESPONSIBLE**  
18 **FOR THE ENTIRE CASE DURING THE COURSE OF THE RECEIVERSHIP.**

19           **SUBTITLE 3. RIGHTS, POWERS, AND DUTIES OF A RECEIVER.**

20 **24-301.**

21           **(A) EXCEPT AS LIMITED BY COURT ORDER OR A LAW OF THE STATE OTHER**  
22 **THAN THIS TITLE, A RECEIVER MAY:**

23           **(1) COLLECT, CONTROL, MANAGE, CONSERVE, AND PROTECT**  
24 **RECEIVERSHIP PROPERTY;**

25           **(2) OPERATE A BUSINESS CONSTITUTING RECEIVERSHIP PROPERTY,**  
26 **INCLUDING PRESERVATION, USE, SALE, LEASE, LICENSE, EXCHANGE, COLLECTION,**  
27 **OR DISPOSITION OF THE PROPERTY IN THE ORDINARY COURSE OF BUSINESS;**

1           **(3) IN THE ORDINARY COURSE OF BUSINESS:**

2                   **(I) INCUR UNSECURED DEBT FOR THE RECEIVER'S**  
3 **PRESERVATION, USE, SALE, LEASE, LICENSE, EXCHANGE, COLLECTION, OR**  
4 **DISPOSITION OF THE BUSINESS OR RECEIVERSHIP PROPERTY; OR**

5                   **(II) PAY ORDINARY, REASONABLE, AND NECESSARY EXPENSES**  
6 **FOR THE RECEIVER'S PRESERVATION, USE, SALE, LEASE, LICENSE, EXCHANGE,**  
7 **COLLECTION, OR DISPOSITION OF THE BUSINESS OR RECEIVERSHIP PROPERTY;**

8           **(4) EMPLOY AND DISCHARGE AGENTS, CONTRACTORS, AND**  
9 **EMPLOYEES THAT ARE NECESSARY TO MANAGE, OPERATE, PRESERVE, IMPROVE,**  
10 **SECURE, AND MARKET THE BUSINESS OR RECEIVERSHIP PROPERTY;**

11           **(5) ASSERT A RIGHT, CLAIM, CAUSE OF ACTION, PRIVILEGE, OR**  
12 **DEFENSE OF THE OWNER THAT RELATES TO THE BUSINESS OR RECEIVERSHIP**  
13 **PROPERTY, AND, IN THE CASE OF A RECEIVERSHIP UNDER § 24-103(A) OF THIS**  
14 **TITLE, THE CLAIM, CAUSE OF ACTION, PRIVILEGE, OR DEFENSE SHALL NOT BE**  
15 **BARRED BY THE DOCTRINE OF PARI DELICTO;**

16           **(6) SEEK AND OBTAIN INSTRUCTION FROM THE COURT REGARDING:**

17                   **(I) MANAGING OR DISPOSING OF THE BUSINESS OR**  
18 **RECEIVERSHIP PROPERTY;**

19                   **(II) EXERCISING THE POWERS OF THE RECEIVER; OR**

20                   **(III) PERFORMING THE DUTIES OF THE RECEIVER;**

21           **(7) AFTER BEING ISSUED A SUBPOENA, WITH RESPECT TO THE**  
22 **RECEIVERSHIP PROPERTY OR ANY OTHER MATTER THAT MAY AFFECT**  
23 **ADMINISTRATION OF THE RECEIVERSHIP, COMPEL A PERSON TO:**

24                   **(I) SUBMIT TO EXAMINATION UNDER OATH; OR**

25                   **(II) PRODUCE AND ALLOW INSPECTION AND COPYING OF**  
26 **RECORDS OR OTHER TANGIBLE PROPERTY;**

27           **(8) ENGAGE A PROFESSIONAL AS PROVIDED IN § 24-303 OF THIS**  
28 **SUBTITLE;**

29           **(9) APPLY TO A COURT OF ANOTHER STATE FOR APPOINTMENT AS**

1 ANCILLARY RECEIVER WITH RESPECT TO RECEIVERSHIP PROPERTY LOCATED IN  
2 THAT STATE;

3 (10) IN A RECEIVERSHIP UNDER § 24-103(A)(2) OR (3) OF THIS TITLE,  
4 EXERCISE ANY RIGHTS OR POWERS PROVIDED FOR IN § 15-101 OF THIS ARTICLE; OR

5 (11) EXERCISE ANY OTHER POWER CONFERRED BY COURT ORDER,  
6 THIS TITLE, OR A LAW OF THE STATE OTHER THAN THIS TITLE.

7 (B) WITH COURT APPROVAL, A RECEIVER MAY:

8 (1) INCUR DEBT ON AN UNSECURED OR SECURED BASIS FOR THE USE  
9 OR BENEFIT OF THE BUSINESS OR RECEIVERSHIP PROPERTY, OTHER THAN IN THE  
10 ORDINARY COURSE OF BUSINESS, AND ANY SECURED DEBT SHALL BE SUBJECT TO  
11 EXISTING LIENS;

12 (2) PAY OBLIGATIONS INCURRED BEFORE THE RECEIVER'S  
13 APPOINTMENT IF AND TO THE EXTENT THAT:

14 (I) THE PAYMENT IS DETERMINED TO BE REASONABLE AND  
15 NECESSARY FOR THE PRESERVATION OF THE BUSINESS OR RECEIVERSHIP  
16 PROPERTY; AND

17 (II) THE FUNDS USED UNDER THIS ITEM ARE NOT SUBJECT TO  
18 ANY LIEN IN FAVOR OF A CREDITOR WHO HAS NOT CONSENTED TO THE PAYMENT,  
19 OR WHOSE INTEREST IS NOT ADEQUATELY PROTECTED;

20 (3) MAKE IMPROVEMENTS TO RECEIVERSHIP PROPERTY;

21 (4) USE OR TRANSFER RECEIVERSHIP PROPERTY, OTHER THAN IN  
22 THE ORDINARY COURSE OF BUSINESS, UNDER § 24-304 OF THIS SUBTITLE;

23 (5) ASSUME, REJECT, OR ASSUME AND ASSIGN AN EXECUTORY  
24 CONTRACT OF THE OWNER UNDER § 24-305 OF THIS SUBTITLE;

25 (6) PAY COMPENSATION TO:

26 (I) THE RECEIVER UNDER § 24-601 OR § 24-602 OF THIS TITLE;  
27 OR

28 (II) TO EACH PROFESSIONAL ENGAGED BY THE RECEIVER  
29 UNDER § 24-303 OF THIS SUBTITLE;

1           **(7) RECOMMEND ALLOWANCE OR DISALLOWANCE OF A CLAIM OF A**  
2 **CREDITOR UNDER § 24-302 OF THIS SUBTITLE;**

3           **(8) ABANDON ANY PROPERTY THAT IS BURDENSOME OR NOT OF**  
4 **MATERIAL VALUE TO THE RECEIVERSHIP; AND**

5           **(9) MAKE A DISTRIBUTION OF RECEIVERSHIP PROPERTY UNDER §**  
6 **24-302 OF THIS SUBTITLE.**

7           **(C) A RECEIVER SHALL:**

8           **(1) PREPARE AND RETAIN APPROPRIATE BUSINESS RECORDS,**  
9 **INCLUDING A RECORD OF EACH RECEIPT, DISBURSEMENT, AND DISPOSITION OF THE**  
10 **BUSINESS OR RECEIVERSHIP PROPERTY;**

11           **(2) ACCOUNT FOR THE BUSINESS OR RECEIVERSHIP PROPERTY,**  
12 **INCLUDING THE PROCEEDS OF A SALE, A LEASE, A LICENSE, AN EXCHANGE, A**  
13 **COLLECTION, OR ANY OTHER DISPOSITION OF THE RECEIVERSHIP PROPERTY;**

14           **(3) IF THE RECEIVERSHIP INCLUDES REAL PROPERTY, FILE IN THE**  
15 **LAND RECORDS OF THE COUNTY WHERE THE REAL PROPERTY IS LOCATED A COPY**  
16 **OF THE ORDER APPOINTING THE RECEIVER, AND IF A LEGAL DESCRIPTION IS NOT**  
17 **INCLUDED IN THE ORDER, INCLUDE A LEGAL DESCRIPTION OF THE REAL PROPERTY;**

18           **(4) DISCLOSE TO THE COURT ANY FACT ARISING DURING THE**  
19 **RECEIVERSHIP THAT WOULD DISQUALIFY THE RECEIVER UNDER § 24-203 OF THIS**  
20 **TITLE; AND**

21           **(5) PERFORM ANY DUTY IMPOSED BY COURT ORDER, THIS TITLE, OR**  
22 **A LAW OF THE STATE OTHER THAN THIS TITLE.**

23           **(D) THE POWERS AND DUTIES OF A RECEIVER MAY BE EXPANDED,**  
24 **MODIFIED, OR LIMITED BY COURT ORDER.**

25 **24-302.**

26           **(A) EXCEPT AS PROVIDED IN SUBSECTION (F) OF THIS SECTION, A**  
27 **RECEIVER SHALL GIVE NOTICE OF THE APPOINTMENT OF THE RECEIVER TO**  
28 **CREDITORS OF THE OWNER IF:**

29           **(1) THE RECEIVERSHIP IS A RECEIVERSHIP UNDER § 24-103(A)(2) OR**  
30 **(3) OF THIS TITLE; OR**

1           **(2) ORDERED BY A COURT.**

2           **(B) (1) THE RECEIVER SHALL PROVIDE THE NOTICE REQUIRED UNDER**  
3 **SUBSECTION (A) OF THIS SECTION:**

4                   **(I) TO EACH CREDITOR HOLDING A CLAIM AGAINST THE**  
5 **OWNER THAT AROSE BEFORE THE APPOINTMENT OF THE RECEIVER; AND**

6                   **(II) BY:**

7                           **1. FIRST-CLASS MAIL OR OTHER COMMERCIALY**  
8 **REASONABLE DELIVERY METHOD TO THE LAST KNOWN ADDRESS OF THE CREDITOR**  
9 **AND THE CREDITOR'S ATTORNEY, IF KNOWN; AND**

10                           **2. PUBLICATION AS DIRECTED BY THE COURT.**

11           **(2) (I) THE NOTICE SHALL SPECIFY THE DATE BY WHICH THE**  
12 **CREDITOR MUST SUBMIT THE CLAIM TO THE RECEIVER.**

13                   **(II) UNLESS THE COURT EXTENDS THE PERIOD FOR**  
14 **SUBMITTING A CLAIM, THE DATE SPECIFIED IN THE NOTICE SHALL BE AT LEAST 120**  
15 **DAYS AFTER THE LATER OF THE DATE OF:**

16                           **1. THE NOTICE; OR**

17                           **2. THE MOST RECENT PUBLICATION AS DIRECTED BY**  
18 **THE COURT UNDER PARAGRAPH (1)(II)2 OF THIS SUBSECTION.**

19                   **(III) UNLESS THE COURT ORDERS OTHERWISE, A CLAIM THAT IS**  
20 **NOT SUBMITTED WITHIN THE APPROPRIATE TIME PERIOD UNDER SUBPARAGRAPH**  
21 **(II) OF THIS PARAGRAPH IS NOT ENTITLED TO A DISTRIBUTION FROM THE**  
22 **RECEIVERSHIP PROPERTY.**

23           **(C) A CLAIM SUBMITTED BY A CREDITOR UNDER THIS SECTION SHALL:**

24                   **(1) STATE THE NAME AND ADDRESS OF THE CREDITOR;**

25                   **(2) STATE THE AMOUNT AND BASIS OF THE CREDITOR'S CLAIM;**

26                   **(3) IDENTIFY ANY PROPERTY SECURING THE CREDITOR'S CLAIM;**

27                   **(4) BE SIGNED BY THE CREDITOR UNDER PENALTY OF PERJURY; AND**

1           **(5) INCLUDE A COPY OF ANY RECORD ON WHICH THE CREDITOR'S**  
2 **CLAIM IS BASED.**

3           **(D) AN ASSIGNMENT BY A CREDITOR OF A CLAIM AGAINST THE OWNER IS**  
4 **EFFECTIVE AGAINST THE RECEIVER ONLY IF THE ASSIGNEE GIVES TIMELY NOTICE**  
5 **OF THE ASSIGNMENT TO THE RECEIVER IN A SIGNED RECORD.**

6           **(E) (1) AT ANY TIME BEFORE ENTRY OF AN ORDER APPROVING A**  
7 **RECEIVER'S FINAL REPORT, THE RECEIVER MAY FILE WITH THE COURT AN**  
8 **OBJECTION TO A CLAIM OF A CREDITOR, STATING THE BASIS FOR THE OBJECTION.**

9           **(2) THE COURT SHALL ALLOW OR DISALLOW THE CLAIM.**

10          **(F) IF THE COURT CONCLUDES THAT RECEIVERSHIP PROPERTY IS LIKELY**  
11 **TO BE INSUFFICIENT TO SATISFY CLAIMS OF EACH CREDITOR HOLDING A**  
12 **PERFECTED LIEN ON THE PROPERTY, THE COURT MAY ORDER THAT:**

13           **(1) THE RECEIVER DOES NOT NEED TO GIVE NOTICE OF THE**  
14 **APPOINTMENT UNDER SUBSECTION (A) OF THIS SECTION TO ALL UNSECURED**  
15 **CREDITORS OF THE OWNER, BUT ONLY TO THE UNSECURED CREDITORS AS THE**  
16 **COURT DIRECTS; AND**

17           **(2) AN UNSECURED CREDITOR DOES NOT NEED TO SUBMIT A CLAIM**  
18 **UNDER THIS SECTION.**

19          **(G) (1) SUBJECT TO § 24-701 OF THIS TITLE, A DISTRIBUTION OF**  
20 **RECEIVERSHIP PROPERTY TO A CREDITOR HOLDING A PERFECTED LIEN ON THE**  
21 **PROPERTY SHALL BE MADE IN ACCORDANCE WITH THE CREDITOR'S PRIORITY**  
22 **UNDER APPLICABLE LAW.**

23           **(2) A DISTRIBUTION OF RECEIVERSHIP PROPERTY TO A CREDITOR**  
24 **WITH AN ALLOWED UNSECURED CLAIM SHALL BE MADE AS THE COURT DIRECTS.**

25 **24-303.**

26          **(A) (1) A RECEIVER SHALL OBTAIN COURT APPROVAL BEFORE**  
27 **ENGAGING ANY ATTORNEY, ACCOUNTANT, APPRAISER, AUCTIONEER, BROKER, OR**  
28 **OTHER PROFESSIONAL TO ASSIST THE RECEIVER IN PERFORMING THE RECEIVER'S**  
29 **DUTIES AND ADMINISTERING RECEIVERSHIP PROPERTY.**

30           **(2) THE RECEIVER MAY REQUEST APPOINTMENT OF A PROFESSIONAL**  
31 **TO PROVIDE SERVICES TO THE RECEIVERSHIP.**



1           **(3) A REQUEST UNDER THIS SECTION SHALL DISCLOSE TO THE**  
2 **COURT:**

3           **(I) THE IDENTITY AND QUALIFICATIONS OF THE**  
4 **PROFESSIONAL;**

5           **(II) THE SCOPE AND NATURE OF THE PROPOSED ENGAGEMENT;**

6           **(III) ANY POTENTIAL CONFLICT OF INTEREST; AND**

7           **(IV) THE PROPOSED COMPENSATION.**

8           **(B) (1) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**  
9 **PARAGRAPH, IF THE AGREEMENT IS DISCLOSED TO THE COURT, A PERSON IS NOT**  
10 **DISQUALIFIED FROM ENGAGEMENT UNDER THIS SECTION SOLELY BECAUSE OF THE**  
11 **PERSON'S ENGAGEMENT BY, REPRESENTATION OF, OR OTHER RELATIONSHIP WITH**  
12 **THE RECEIVER, A CREDITOR, OR ANY OTHER PARTY.**

13           **(II) THE COURT MAY DISQUALIFY A PERSON UNDER**  
14 **SUBPARAGRAPH (I) OF THIS PARAGRAPH IF THE COURT DETERMINES THAT THERE**  
15 **IS AN ACTUAL CONFLICT OF INTEREST.**

16           **(2) THIS TITLE DOES NOT PREVENT A RECEIVER FROM SERVING IN**  
17 **THE RECEIVERSHIP AS AN ATTORNEY, AN ACCOUNTANT, AN AUCTIONEER, OR A**  
18 **BROKER WHEN PROVIDING THE SERVICES THAT WILL BE IN THE BEST INTEREST OF**  
19 **THE RECEIVERSHIP ESTATE.**

20           **(C) (1) UNLESS OTHERWISE ORDERED BY THE COURT, A RECEIVER OR A**  
21 **PROFESSIONAL ENGAGED UNDER SUBSECTION (A) OF THIS SECTION SHALL FILE**  
22 **WITH THE COURT AN ITEMIZED STATEMENT OF:**

23           **(I) THE TIME SPENT;**

24           **(II) THE WORK PERFORMED;**

25           **(III) THE BILLING RATE OF EACH PERSON WHO PERFORMED THE**  
26 **WORK; AND**

27           **(IV) AN ITEMIZED LIST OF EXPENSES.**

28           **(2) UNLESS OBJECTIONS ARE FILED WITH THE COURT WITHIN THE**  
29 **TIME SPECIFIED IN THE MARYLAND RULES, OR UNLESS OTHERWISE ORDERED BY**  
30 **THE COURT, THE RECEIVER MAY PAY THE FEES AND EXPENSES RELATED TO THE**

1 SERVICES OF THE PROFESSIONAL OR THE RECEIVER.

2 (3) THE COURT SHALL SET A HEARING FOR ANY TIMELY FILED  
3 OBJECTIONS AS THE COURT CONSIDERS APPROPRIATE.

4 (D) (1) TO THE EXTENT FUNDS ARE AVAILABLE, THE RECEIVER SHALL  
5 PAY THE AMOUNT AUTHORIZED IN ACCORDANCE WITH THIS SECTION.

6 (2) IN A RECEIVERSHIP ESTABLISHED UNDER § 24-103(A)(1) OF THIS  
7 TITLE IN WHICH THE PROPERTY IS SUBJECT TO A SINGLE MORTGAGE, A RECEIVER  
8 MAY PAY FEES AND EXPENSES AGREED TO AND STIPULATED BY THE MORTGAGOR.

9 24-304.

10 (A) A RECEIVER MAY USE RECEIVERSHIP PROPERTY OTHER THAN IN THE  
11 ORDINARY COURSE OF BUSINESS IF:

12 (1) THE RECEIVER FILES A MOTION WITH THE COURT TO USE  
13 RECEIVERSHIP PROPERTY OTHER THAN IN THE COURSE OF ORDINARY BUSINESS;  
14 AND

15 (2) THE COURT GRANTS THE MOTION.

16 (B) (1) A RECEIVER MAY TRANSFER RECEIVERSHIP PROPERTY OTHER  
17 THAN IN THE ORDINARY COURSE OF BUSINESS BY SALE, LEASE, LICENSE,  
18 EXCHANGE, OR OTHER DISPOSITION OF THE RECEIVERSHIP PROPERTY IF:

19 (I) THE RECEIVER FILES A MOTION WITH THE COURT TO  
20 TRANSFER RECEIVERSHIP PROPERTY OTHER THAN IN THE ORDINARY COURSE OF  
21 BUSINESS; AND

22 (II) THE COURT GRANTS THE MOTION.

23 (2) SUBJECT TO SUBSECTIONS (C) AND (D) OF THIS SECTION, UNLESS  
24 THE AGREEMENT OF SALE PROVIDES OTHERWISE, THE COURT MAY ORDER A SALE  
25 UNDER THIS SECTION TO BE FREE AND CLEAR OF A LIEN OR OTHER INTEREST,  
26 INCLUDING:

27 (I) THE LIEN OF A PERSON THAT OBTAINED APPOINTMENT OF  
28 THE RECEIVER;

29 (II) ANY SUBORDINATE LIEN;

1 (III) ANY RIGHT OF REDEMPTION; OR

2 (IV) ANY OTHER LEGAL OR EQUITABLE INTEREST.

3 (3) A TRANSFER UNDER THIS SUBSECTION MAY OCCUR BY MEANS  
4 OTHER THAN A PUBLIC AUCTION SALE.

5 (C) (1) THIS SUBSECTION APPLIES TO A RECEIVERSHIP UNDER §  
6 24-103(A)(1) OF THIS TITLE.

7 (2) A RECEIVER MAY TRANSFER RECEIVERSHIP PROPERTY UNDER  
8 SUBSECTION (B) OF THIS SECTION FREE AND CLEAR OF ANY LIEN OF THE PERSON  
9 THAT OBTAINED THE APPOINTMENT OF THE RECEIVER AND ANY SENIOR LIEN ONLY  
10 IF IN EACH CASE THE RECEIVER OBTAINS THE CONSENT OF THE HOLDER OF THE  
11 LIEN.

12 (3) A TRANSFER UNDER THIS SUBSECTION SHALL BE SUBJECT TO:

13 (I) IF THE RECEIVER DOES NOT OBTAIN THE CONSENT OF THE  
14 HOLDER OF THE LIEN, ANY SENIOR LIEN;

15 (II) ANY RESIDENTIAL LEASE; AND

16 (III) NOTWITHSTANDING § 7-105.6(C) OF THE REAL PROPERTY  
17 ARTICLE, ANY NONRESIDENTIAL LEASE THAT WOULD NOT BE TERMINATED BY A  
18 FORECLOSURE SALE OF THE LIEN OF THE PERSON THAT OBTAINED THE  
19 APPOINTMENT OF THE RECEIVER.

20 (D) (1) THIS SUBSECTION APPLIES TO A RECEIVERSHIP UNDER §  
21 24-103(A)(2) OR (3) OF THIS TITLE.

22 (2) A RECEIVER MAY TRANSFER RECEIVERSHIP PROPERTY UNDER  
23 SUBSECTION (B) OF THIS SECTION FREE AND CLEAR OF ANY LIEN ONLY IF:

24 (I) THE RECEIVER OBTAINS THE CONSENT OF:

25 1. THE HOLDER OF ANY LIEN OF THE PERSON THAT  
26 OBTAINED THE APPOINTMENT OF THE RECEIVER; AND

27 2. THE CONSENT OF ANY SENIOR LIENHOLDER; OR

28 (II) THE PRICE AT WHICH THE RECEIVERSHIP PROPERTY IS TO  
29 BE SOLD IS GREATER THAN THE AMOUNT SECURED BY ANY LIEN HELD BY THE

1 PERSON THAT OBTAINED THE APPOINTMENT OF THE RECEIVER, PLUS THE AMOUNT  
2 OF ANY SENIOR LIEN.

3 (3) A TRANSFER OF RECEIVERSHIP PROPERTY MAY BE FREE AND  
4 CLEAR OF A NONRESIDENTIAL LEASE IF THE TENANT OF THE NONRESIDENTIAL  
5 LEASE HAS THE RIGHTS PROVIDED TO THE TENANT UNDER § 24-305(H)(2) OF THIS  
6 TITLE.

7 (E) (1) THIS SUBSECTION APPLIES TO THE SALE OR EXCHANGE OF  
8 RECEIVERSHIP PROPERTY UNDER SUBSECTION (B) OF THIS SECTION.

9 (2) BEFORE FILING A MOTION TO SELL OR EXCHANGE RECEIVERSHIP  
10 PROPERTY, THE RECEIVER SHALL PERFORM OR OBTAIN A COMPLETE SEARCH OF  
11 THE PUBLIC RECORDS TO DETERMINE THE HOLDERS OF LIENS AND OTHER  
12 INTERESTS IN THE RECEIVERSHIP PROPERTY.

13 (3) IF THE REQUESTED SALE OR EXCHANGE IS FOR REAL PROPERTY,  
14 THE SEARCH SHALL:

15 (I) COVER A TIME PERIOD OF AT LEAST 40 YEARS  
16 IMMEDIATELY BEFORE THE MOTION IS FILED; AND

17 (II) BE IN ACCORDANCE WITH GENERALLY ACCEPTED  
18 STANDARDS OF TITLE EXAMINATION.

19 (4) THE MOTION SHALL INCLUDE AN AFFIDAVIT BY THE PERSON  
20 MAKING THE SEARCH IDENTIFYING THE HOLDERS OF LIENS AND OTHER INTERESTS.

21 (5) THE RECEIVER SHALL UPDATE THE MASTER SERVICE LIST BASED  
22 ON THE SEARCH TO INCLUDE ANY PERSON NOT PREVIOUSLY INCLUDED.

23 (6) (I) IF THE RECEIVER RECEIVES ACTUAL NOTICE AT ANY TIME  
24 BEFORE THE SALE THAT THERE IS A PERSON HOLDING A LIEN OR OTHER INTEREST  
25 IN THE PROPERTY WHO IS NOT INCLUDED ON THE MASTER SERVICE LIST AND WHOSE  
26 IDENTITY AND ADDRESS ARE REASONABLY ASCERTAINABLE, THE RECEIVER SHALL  
27 GIVE NOTICE OF THE TIME, PLACE, AND TERMS OF SALE TO THE PERSON AS  
28 PROMPTLY AS REASONABLY PRACTICABLE.

29 (II) THE NOTICE MAY BE GIVEN IN ANY MANNER REASONABLY  
30 CALCULATED TO INFORM THE PERSON OF THE SALE, INCLUDING BY TELEPHONE OR  
31 ELECTRONIC TRANSMISSION.

32 (F) A LIEN OR OTHER INTEREST IN RECEIVERSHIP PROPERTY THAT IS

1 EXTINGUISHED BY A TRANSFER UNDER SUBSECTION (B) OF THIS SECTION  
2 ATTACHES TO THE PROCEEDS OF THE TRANSFER WITH THE SAME VALIDITY,  
3 PERFECTION, AND PRIORITY AS THE LIEN OR OTHER INTEREST IN THE PROPERTY  
4 IMMEDIATELY BEFORE THE TRANSFER, EVEN IF THE PROCEEDS ARE NOT  
5 SUFFICIENT TO SATISFY ALL OBLIGATIONS SECURED BY THE LIEN OR OTHER  
6 INTEREST.

7 (G) A CREDITOR HOLDING A VALID LIEN ON THE RECEIVERSHIP PROPERTY  
8 TO BE TRANSFERRED MAY PURCHASE THE RECEIVERSHIP PROPERTY AND OFFSET  
9 AGAINST THE PURCHASE PRICE ALL OR PART OF THE ALLOWED AMOUNT SECURED  
10 BY THE LIEN IF:

11 (1) THE CREDITOR TENDERS FUNDS SUFFICIENT TO SATISFY IN FULL  
12 THE REASONABLE EXPENSES OF THE TRANSFER; AND

13 (2) THE OBLIGATION IS SECURED BY A SENIOR LIEN THAT IS  
14 EXTINGUISHED BY THE TRANSFER.

15 (H) (1) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH,  
16 THIS SUBSECTION APPLIES TO A REVERSAL OR MODIFICATION OF AN ORDER  
17 APPROVING A TRANSFER UNDER SUBSECTION (B) OF THIS SECTION.

18 (II) THIS SUBSECTION DOES NOT APPLY IF THE COURT STAYED  
19 THE ORDER BEFORE THE TRANSFER.

20 (2) REGARDLESS OF WHETHER A PERSON KNEW BEFORE THE  
21 TRANSFER OF THE REQUEST FOR REVERSAL OR MODIFICATION, A REVERSAL OR  
22 MODIFICATION OF AN ORDER APPROVING A TRANSFER DOES NOT:

23 (I) AFFECT THE VALIDITY OF THE TRANSFER TO A PERSON  
24 THAT ACQUIRED THE RECEIVERSHIP PROPERTY IN GOOD FAITH; OR

25 (II) REVIVE AGAINST THE PERSON ANY LIEN OR OTHER  
26 INTEREST EXTINGUISHED BY THE TRANSFER.

27 24-305.

28 (A) (1) (I) AT ANY TIME BEFORE A COURT'S APPROVAL OF A FINAL  
29 REPORT UNDER § 24-602 OF THIS TITLE, A RECEIVER MAY ASSUME OR REJECT AN  
30 EXECUTORY CONTRACT OF THE OWNER IF THE RECEIVER HAS PROVIDED NOTICE OF  
31 THE CONTRACT AND AN OPPORTUNITY FOR A HEARING TO THE COUNTERPARTY TO  
32 THE CONTRACT.

1                   **(II) IF THE REQUIREMENT UNDER SUBPARAGRAPH (I) OF THIS**  
2 **PARAGRAPH IS NOT SATISFIED, THE EXECUTORY CONTRACT SHALL BE DEEMED**  
3 **REJECTED.**

4                   **(2) (I) THE COURT MAY CONDITION THE ASSUMPTION OR**  
5 **REJECTION OF AN EXECUTORY CONTRACT ON THE TERMS AND CONDITIONS THAT**  
6 **THE COURT DETERMINES ARE JUST AND PROPER UNDER THE PARTICULAR**  
7 **CIRCUMSTANCES OF THE CASE, EXCEPT THAT A CONDITION TO ASSUMPTION SHALL**  
8 **BE A PROMPT CURE OF ALL EXISTING MONETARY DEFAULTS.**

9                   **(II) A RECEIVER'S PERFORMANCE OF AN EXECUTORY**  
10 **CONTRACT BEFORE A COURT ORDER AUTHORIZING THE ASSUMPTION OR**  
11 **REJECTION OF THE CONTRACT DOES NOT CONSTITUTE AN ASSUMPTION OF THE**  
12 **CONTRACT OR AN AGREEMENT TO ASSUME OR OTHERWISE PREVENT THE RECEIVER**  
13 **FROM SEEKING THE COURT'S AUTHORITY TO REJECT THE CONTRACT.**

14                   **(B) NOTWITHSTANDING THE TIME PERIOD FOR ASSUMPTION OR**  
15 **REJECTION OF AN EXECUTORY CONTRACT UNDER SUBSECTION (A) OF THIS**  
16 **SECTION, THE COURT, FOR CAUSE, MAY ORDER THE RECEIVER TO ASSUME OR**  
17 **REJECT AN EXECUTORY CONTRACT AT ANY TIME AFTER THE RECEIVER'S**  
18 **APPOINTMENT.**

19                   **(C) ANY OBLIGATION OR LIABILITY INCURRED BY A RECEIVER AS A RESULT**  
20 **OF THE RECEIVER'S ASSUMPTION OF AN EXECUTORY CONTRACT SHALL BE TREATED**  
21 **AS AN EXPENSE OF THE RECEIVERSHIP.**

22                   **(D) (1) A RECEIVER'S REJECTION OF AN EXECUTORY CONTRACT SHALL**  
23 **BE:**

24                           **(I) EFFECTIVE ON ENTRY OF AN ORDER OF REJECTION; AND**

25                           **(II) TREATED AS A BREACH OF THE CONTRACT OCCURRING**  
26 **IMMEDIATELY BEFORE THE ENTRY OF THE ORDER APPOINTING THE RECEIVER.**

27                   **(2) THE RECEIVER'S RIGHT TO POSSESS OR USE RECEIVERSHIP**  
28 **PROPERTY UNDER AN EXECUTORY CONTRACT SHALL TERMINATE ON REJECTION OF**  
29 **THE CONTRACT.**

30                   **(3) A CLAIM FOR DAMAGES FOR REJECTION OF AN EXECUTORY**  
31 **CONTRACT SHALL BE SUBMITTED BEFORE THE LATER OF:**

32                           **(I) THE TIME FOR SUBMITTING A CLAIM IN THE RECEIVERSHIP**  
33 **CASE; OR**

1                   **(II) 30 DAYS AFTER ENTRY OF THE ORDER APPROVING THE**  
2 **REJECTION.**

3           **(E) A RECEIVER MAY NOT ASSUME AN EXECUTORY CONTRACT OF THE**  
4 **OWNER WITHOUT THE CONSENT OF THE COUNTERPARTY TO THE CONTRACT IF:**

5                   **(1) NOTWITHSTANDING THE ABSENCE OF ANY PROVISION IN THE**  
6 **CONTRACT EXPRESSLY RESTRICTING OR PROHIBITING AN ASSIGNMENT OF THE**  
7 **OWNER'S RIGHTS OR THE PERFORMANCE OF THE OWNER'S DUTIES, APPLICABLE**  
8 **LAW WOULD EXCUSE A PARTY, OTHER THAN THE OWNER, FROM ACCEPTING**  
9 **PERFORMANCE FROM OR RENDERING PERFORMANCE TO ANYONE OTHER THAN THE**  
10 **OWNER;**

11                   **(2) THE CONTRACT IS A CONTRACT TO:**

12                           **(I) MAKE A LOAN TO OR FOR THE BENEFIT OF THE OWNER;**

13                           **(II) EXTEND CREDIT OR FINANCIAL ACCOMMODATION TO OR**  
14 **FOR THE BENEFIT OF THE OWNER; OR**

15                           **(III) ISSUE A SECURITY; OR**

16                   **(3) THE CONTRACT EXPIRES BEFORE THE RECEIVER'S ASSUMPTION**  
17 **OF THE CONTRACT BY THE CONTRACT'S OWN TERMS OR UNDER APPLICABLE LAW.**

18           **(F) A RECEIVER MAY NOT ASSIGN AN EXECUTORY CONTRACT WITHOUT**  
19 **ASSUMING THE CONTRACT, ABSENT THE CONSENT OF THE COUNTERPARTY TO THE**  
20 **CONTRACT.**

21           **(G) (1) THIS SUBSECTION APPLIES TO A REJECTION BY THE RECEIVER OF**  
22 **AN EXECUTORY CONTRACT FOR:**

23                           **(I) THE SALE OF REAL PROPERTY UNDER WHICH THE OWNER**  
24 **IS THE SELLER AND THE PURCHASER IS IN POSSESSION OF THE REAL PROPERTY;**

25                           **(II) THE SALE OF A REAL PROPERTY TIMESHARE INTEREST**  
26 **UNDER WHICH THE OWNER IS THE SELLER;**

27                           **(III) THE LICENSE OF INTELLECTUAL PROPERTY RIGHTS UNDER**  
28 **WHICH THE OWNER IS THE LICENSOR; OR**

29                           **(IV) THE LEASE OF REAL PROPERTY IN WHICH THE OWNER IS**

1 THE LANDLORD.

2 (2) IF THE RECEIVER REJECTS AN EXECUTORY CONTRACT:

3 (I) A PURCHASER, LICENSEE, OR TENANT:

4 1. MAY TREAT THE REJECTION AS A TERMINATION OF  
5 THE CONTRACT, LICENSE AGREEMENT, OR LEASE; OR

6 2. A. MAY REMAIN IN POSSESSION IN ACCORDANCE  
7 WITH THE TERMS OF THE CONTRACT, LICENSE AGREEMENT, OR LEASE, AND FOR A  
8 LEASE, ANY RENEWAL OR EXTENSION OF THE LEASE IN ACCORDANCE WITH THE  
9 TERMS OF THE LEASE; AND

10 B. SHALL CONTINUE TO PERFORM ALL OBLIGATIONS  
11 ARISING UNDER THE CONTRACT, LICENSE AGREEMENT, OR LEASE AS AND WHEN  
12 THEY BECOME DUE, BUT MAY OFFSET AGAINST ANY PAYMENTS FOR ANY DAMAGES  
13 OCCURRING AS A RESULT OF THE REJECTION AFTER THE REJECTION OCCURS;

14 (II) A PURCHASER OF REAL PROPERTY:

15 1. IS ENTITLED TO RECEIVE FROM THE RECEIVER ANY  
16 DEED OR OTHER INSTRUMENT OF CONVEYANCE THAT THE OWNER IS OBLIGATED TO  
17 DELIVER UNDER THE EXECUTORY CONTRACT WHEN THE PURCHASER BECOMES  
18 ENTITLED TO RECEIVE THE DEED OR OTHER INSTRUMENT OF CONVEYANCE; AND

19 2. THE DEED OR OTHER INSTRUMENT OF CONVEYANCE  
20 HAS THE SAME FORCE AND EFFECT AS IF DELIVERED BY THE OWNER;

21 (III) A PURCHASER, LICENSEE, OR TENANT THAT ELECTS TO  
22 REMAIN IN POSSESSION UNDER THE TERMS OF THIS SUBSECTION HAS NO RIGHTS  
23 AGAINST THE RECEIVER ON ACCOUNT OF ANY DAMAGES ARISING FROM THE  
24 RECEIVER'S REJECTION EXCEPT AS EXPRESSLY PROVIDED IN THIS SUBSECTION;  
25 AND

26 (IV) A PURCHASER OF REAL PROPERTY THAT ELECTS TO TREAT  
27 REJECTION OF ANY EXECUTORY CONTRACT AS A TERMINATION HAS A LIEN AGAINST  
28 THE OWNER'S INTEREST IN THE REAL PROPERTY FOR THE RECOVERY OF ANY  
29 PORTION OF THE PURCHASE PRICE THAT THE PURCHASER HAS PAID.

30 (H) IF AT THE TIME A RECEIVER IS APPOINTED THE OWNER HAS THE RIGHT  
31 TO ASSIGN AN EXECUTORY CONTRACT RELATING TO RECEIVERSHIP PROPERTY, THE  
32 RECEIVER MAY ASSIGN THE CONTRACT WITH COURT APPROVAL IF THE RECEIVER:



1           **(1) ASSUMES THE CONTRACT; AND**

2           **(2) PROMPTLY CURES ALL MONETARY DEFAULTS UNDER THE**  
3 **CONTRACT.**

4           **(I) A RECEIVER MAY NOT REJECT AN UNEXPIRED LEASE OF REAL**  
5 **PROPERTY UNDER WHICH THE OWNER IS THE LANDLORD IF:**

6           **(1) THE TENANT OCCUPIES THE LEASED PREMISES AS THE TENANT'S**  
7 **PRIMARY RESIDENCE;**

8           **(2) THE RECEIVER WAS APPOINTED AT THE REQUEST OF A PERSON**  
9 **OTHER THAN A MORTGAGEE; OR**

10           **(3) (I) THE RECEIVER WAS APPOINTED AT THE REQUEST OF A**  
11 **MORTGAGEE; AND**

12                           **(II) 1. THE LEASE IS SUPERIOR TO THE LIEN OF THE**  
13 **MORTGAGE;**

14   **2. THE TENANT HAS AN ENFORCEABLE AGREEMENT**  
15 **WITH THE MORTGAGEE OR THE HOLDER OF A SENIOR LIEN UNDER WHICH THE**  
16 **TENANT'S OCCUPANCY WILL NOT BE DISTURBED AS LONG AS THE TENANT**  
17 **PERFORMS THE TENANT'S OBLIGATIONS UNDER THE LEASE;**

18   **3. THE MORTGAGEE HAS CONSENTED TO THE LEASE,**  
19 **EITHER IN A SIGNED RECORD OR BY THE MORTGAGEE'S FAILURE TO TIMELY OBJECT**  
20 **THAT THE LEASE VIOLATED A PROVISION OF THE MORTGAGE; OR**

21   **4. A. THE TERMS OF THE LEASE WERE**  
22 **COMMERCIALY REASONABLE AT THE TIME THE LEASE WAS AGREED TO BY THE**  
23 **TENANT AND THE LANDLORD; AND**

24   **B. THE TENANT DID NOT KNOW OR HAVE REASON TO**  
25 **KNOW THAT THE LEASE VIOLATED A PROVISION OF THE MORTGAGE.**

26           **(J) SECTION 4A-606 OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE**  
27 **MAY NOT BE AFFECTED BY A RECEIVER'S REJECTION OF AN EXECUTORY CONTRACT**  
28 **UNDER THIS SECTION.**

29   **SUBTITLE 4. EFFECT OF RECEIVERSHIP.**

1 **24-401.**

2 (A) EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION OR  
3 ORDERED BY THE COURT, THE ENTRY OF AN ORDER APPOINTING A RECEIVER  
4 UNDER § 24-103(A)(2) OR (3) OF THIS TITLE SHALL OPERATE AS A STAY OF AN ACT  
5 TO:

6 (1) COMMENCE OR CONTINUE A JUDICIAL, ADMINISTRATIVE, OR  
7 OTHER ACTION OR PROCEEDING AGAINST THE OWNER THAT WAS OR COULD HAVE  
8 BEEN COMMENCED BEFORE ENTRY OF THE ORDER;

9 (2) COLLECT, ASSESS, OR RECOVER A CLAIM AGAINST THE OWNER  
10 THAT AROSE BEFORE ENTRY OF THE ORDER;

11 (3) OBTAIN POSSESSION OF, EXERCISE CONTROL OVER, OR ENFORCE  
12 A JUDGMENT AGAINST THE RECEIVERSHIP PROPERTY OBTAINED BEFORE ENTRY OF  
13 THE ORDER; OR

14 (4) CREATE, PERFECT, OR ENFORCE A LIEN OR OTHER CLAIM  
15 AGAINST THE RECEIVERSHIP PROPERTY THAT AROSE BEFORE ENTRY OF THE  
16 ORDER.

17 (B) A COURT MAY ORDER A STAY OF AN ACT AGAINST OR RELATING TO AN  
18 OWNER IF THE STAY IS NECESSARY TO:

19 (1) PROTECT THE RECEIVERSHIP PROPERTY OR BUSINESS; OR

20 (2) FACILITATE ADMINISTRATION OF THE RECEIVERSHIP.

21 (C) UNLESS AN ORDER IS ENTERED UNDER SUBSECTION (B) OF THIS  
22 SECTION, THE FOLLOWING MATTERS ARE NOT STAYED:

23 (1) AN ACT TO FORECLOSE OR OTHERWISE ENFORCE A MORTGAGE BY  
24 THE PERSON SEEKING APPOINTMENT OF THE RECEIVER;

25 (2) AN ACT TO PERFECT, MAINTAIN, OR CONTINUE THE PERFECTION  
26 OF AN INTEREST IN RECEIVERSHIP PROPERTY;

27 (3) COMMENCEMENT OR CONTINUATION OF A CRIMINAL  
28 PROCEEDING;

29 (4) COMMENCEMENT OR CONTINUATION OF AN ACTION OR A  
30 PROCEEDING BY A GOVERNMENTAL UNIT TO ENFORCE ITS POLICE OR REGULATORY

1 POWER;

2 (5) ENFORCEMENT OF A JUDGMENT OTHER THAN A MONEY  
3 JUDGMENT IN AN ACTION OR A PROCEEDING BY A GOVERNMENTAL UNIT TO  
4 ENFORCE ITS POLICE OR REGULATORY POWER;

5 (6) ESTABLISHMENT BY A GOVERNMENTAL UNIT OF A TAX LIABILITY  
6 AGAINST THE OWNER OR RECEIVERSHIP PROPERTY OR AN APPEAL OF THE  
7 LIABILITY;

8 (7) THE EXERCISE OF THE RIGHT OF SETOFF OR RECOUPMENT;

9 (8) THE COMMENCEMENT OF A BANKRUPTCY CASE UNDER TITLE 11  
10 OF THE UNITED STATES CODE; OR

11 (9) ANY OTHER MATTER PROVIDED UNDER 11 U.S.C. § 362(B) TO THE  
12 EXTENT NOT INCONSISTENT WITH ANY PROVISION OF THIS SECTION.

13 (D) A PERSON WHOSE ACT IS STAYED UNDER THIS SECTION MAY APPLY TO  
14 THE COURT FOR RELIEF FROM THE STAY FOR CAUSE SHOWN.

15 (E) EXCEPT AS PROVIDED IN SUBSECTIONS (C) AND (D) OF THIS SECTION,  
16 THE STAY SHALL TERMINATE AS TO RECEIVERSHIP PROPERTY WHEN:

17 (1) THE PROPERTY IS NO LONGER RECEIVERSHIP PROPERTY; OR

18 (2) THE COURT ENTERS:

19 (I) AN ORDER APPROVING THE FINAL REPORT; OR

20 (II) AN ORDER DISMISSING THE CASE.

21 (F) THE COURT MAY VOID AN ACT THAT VIOLATES A STAY UNDER THIS  
22 SECTION.

23 (G) IF A PERSON WILLFULLY VIOLATES A STAY UNDER THIS SECTION, THE  
24 COURT MAY:

25 (1) AWARD THE RECEIVER ACTUAL DAMAGES CAUSED BY THE  
26 VIOLATION, INCLUDING REASONABLE FEES AND COSTS; AND

27 (2) SANCTION THE VIOLATION AS CIVIL CONTEMPT.

1 **24-402.**

2 (A) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,  
3 AND UNLESS OTHERWISE ORDERED BY A COURT, A PERSON THAT HAS POSSESSION,  
4 CUSTODY, OR CONTROL OF RECEIVERSHIP PROPERTY SHALL TURN THE  
5 RECEIVERSHIP PROPERTY OVER TO THE RECEIVER ON DEMAND OF THE RECEIVER.

6 (2) IF A CREDITOR HAS POSSESSION, CUSTODY, OR CONTROL OF  
7 RECEIVERSHIP PROPERTY AND THE VALIDITY, PERFECTION, OR PRIORITY OF THE  
8 CREDITOR'S LIEN ON THE RECEIVERSHIP PROPERTY DEPENDS ON THE CREDITOR'S  
9 POSSESSION, CUSTODY, OR CONTROL, SUBJECT TO § 24-401(C)(2) OF THIS  
10 SUBTITLE, THE CREDITOR MAY RETAIN POSSESSION, CUSTODY, OR CONTROL UNTIL  
11 THE COURT ENTERS AN ORDER PROVIDING ADEQUATE PROTECTION OF THE  
12 CREDITOR'S LIEN.

13 (B) A PERSON THAT HAS NOTICE OF THE APPOINTMENT OF A RECEIVER AND  
14 OWES A DEBT THAT IS RECEIVERSHIP PROPERTY MAY NOT SATISFY THE DEBT BY  
15 PAYMENT TO THE OWNER.

16 (C) IN THE ABSENCE OF A BONA FIDE DISPUTE WITH RESPECT TO THE  
17 RECEIVER'S OR THE RESPONDENT'S RIGHT TO POSSESSION, CUSTODY, OR CONTROL  
18 OF RECEIVERSHIP PROPERTY, THE COURT MAY SANCTION AS CIVIL CONTEMPT A  
19 PERSON'S FAILURE TO TURN THE PROPERTY OVER WHEN REQUIRED BY THIS  
20 SECTION.

21 **24-403.**

22 (A) EXCEPT AS PROVIDED BY COURT ORDER, AN OWNER SHALL:

23 (1) ASSIST AND COOPERATE WITH THE RECEIVER IN ADMINISTERING  
24 THE RECEIVERSHIP AND DISCHARGING THE RECEIVER'S DUTIES;

25 (2) PRESERVE AND TURN OVER TO THE RECEIVER ALL  
26 RECEIVERSHIP PROPERTY IN THE OWNER'S POSSESSION, CUSTODY, OR CONTROL,  
27 INCLUDING ALL DEPOSITORY AND INVESTMENT ACCOUNTS;

28 (3) IDENTIFY AND TURN OVER ALL RECORDS AND OTHER  
29 INFORMATION RELATING TO RECEIVERSHIP PROPERTY, INCLUDING ALL  
30 PASSWORDS, KEYS, ALARM CODES, AUTHORIZATIONS, OR OTHER INFORMATION  
31 NEEDED TO OBTAIN OR MAINTAIN ACCESS TO OR CONTROL OF RECEIVERSHIP  
32 PROPERTY;

33 (4) MAKE AVAILABLE AND TURN OVER TO THE RECEIVER THE

1 RECORDS AND INFORMATION IN THE OWNER'S POSSESSION, CUSTODY, OR CONTROL,  
2 INCLUDING ALL FINANCIAL RECORDS, ACCOUNTING RECORDS, BANK STATEMENTS,  
3 LEASES, AND CONTRACTS;

4 (5) AFTER BEING ISSUED A SUBPOENA, SUBMIT TO EXAMINATION BY  
5 THE RECEIVER THAT IS UNDER OATH REGARDING THE ACTS, CONDUCT, PROPERTY,  
6 LIABILITIES, AND FINANCIAL CONDITION OF THE OWNER OR ANY MATTER RELATING  
7 TO RECEIVERSHIP PROPERTY OR THE RECEIVERSHIP;

8 (6) REFRAIN FROM ENTERING THE RECEIVERSHIP PROPERTY AT ANY  
9 TIME WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE RECEIVER;

10 (7) REFRAIN FROM INTERFERING WITH, OBSTRUCTING, OR  
11 PREVENTING IN ANY WAY THE RECEIVER'S ACTIONS REGARDING THE RECEIVERSHIP  
12 PROPERTY; AND

13 (8) PERFORM ANY DUTY IMPOSED BY COURT ORDER, THIS TITLE, OR  
14 A LAW OF THE STATE OTHER THAN THIS TITLE.

15 (B) IF AN OWNER IS A PERSON OTHER THAN AN INDIVIDUAL, THIS SECTION  
16 APPLIES TO:

17 (1) ANY PERSON ACTING IN CONCERT WITH THE OWNER AND THE  
18 OWNER'S AGENTS; AND

19 (2) EACH OFFICER, DIRECTOR, MANAGER, MEMBER, PARTNER,  
20 TRUSTEE, AFFILIATE, SUBSIDIARY, OR OTHER PERSON EXERCISING OR HAVING THE  
21 POWER TO EXERCISE CONTROL OVER THE AFFAIRS OF THE OWNER.

22 (C) IF A PERSON KNOWINGLY FAILS TO PERFORM A DUTY IMPOSED BY THIS  
23 SECTION, THE COURT MAY:

24 (1) AWARD THE RECEIVER:

25 (I) ACTUAL DAMAGES CAUSED BY THE PERSON'S FAILURE;

26 (II) REASONABLE ATTORNEY'S FEES; AND

27 (III) COSTS; OR

28 (2) SANCTION THE FAILURE AS CIVIL CONTEMPT.

29 24-404.

1           **EXCEPT AS OTHERWISE PROVIDED BY A LAW OF THE STATE OTHER THAN THIS**  
2 **TITLE, PROPERTY THAT A RECEIVER OR AN OWNER ACQUIRES AFTER APPOINTMENT**  
3 **OF THE RECEIVER IS SUBJECT TO A SECURITY AGREEMENT ENTERED INTO BEFORE**  
4 **THE APPOINTMENT TO THE SAME EXTENT AS IF THE COURT HAD NOT APPOINTED**  
5 **THE RECEIVER.**

6 **24-405.**

7           **A REQUEST BY A MORTGAGEE FOR THE APPOINTMENT OF A RECEIVER, THE**  
8 **APPOINTMENT OF A RECEIVER, OR THE APPLICATION BY A MORTGAGEE OF**  
9 **RECEIVERSHIP PROPERTY OR PROCEEDS TO THE SECURED OBLIGATION DOES NOT:**

10           **(1) MAKE THE MORTGAGEE A MORTGAGEE IN POSSESSION OF THE**  
11 **REAL PROPERTY;**

12           **(2) MAKE THE MORTGAGEE AN AGENT OF THE OWNER;**

13           **(3) CONSTITUTE AN ELECTION OF REMEDIES THAT PRECLUDES A**  
14 **LATER ACTION TO ENFORCE THE SECURED OBLIGATION;**

15           **(4) MAKE THE SECURED OBLIGATION UNENFORCEABLE; OR**

16           **(5) LIMIT ANY RIGHT AVAILABLE TO THE MORTGAGEE WITH RESPECT**  
17 **TO THE SECURED OBLIGATION.**

18 **24-406.**

19           **(A) AN ASSIGNEE FOR THE BENEFIT OF CREDITORS SHALL BE TREATED AS**  
20 **A RECEIVER APPOINTED UNDER § 24-201(A)(3) OF THIS TITLE.**

21           **(B) THE PROPERTY ASSIGNED SHALL BE TREATED AS RECEIVERSHIP**  
22 **PROPERTY.**

23           **(C) EXCEPT FOR § 24-201 OF THIS TITLE, THIS TITLE SHALL GOVERN ALL**  
24 **PROCEEDINGS FOLLOWING THE FILING OF THE ASSIGNMENT.**

25                           **SUBTITLE 5. AUTHORITY OF THE COURT.**

26 **24-501.**

27           **(A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OF THIS**  
28 **SECTION, THE COURT MAY ISSUE AN ORDER UNDER THIS TITLE ONLY AFTER NOTICE**

1 AND AN OPPORTUNITY FOR A HEARING.

2 (B) THE COURT MAY ISSUE AN ORDER UNDER THIS TITLE:

3 (1) IF THE CIRCUMSTANCES REQUIRE ISSUANCE OF AN ORDER  
4 BEFORE NOTICE IS GIVEN, WITHOUT PRIOR NOTICE;

5 (2) IF THE CIRCUMSTANCES REQUIRE ISSUANCE OF AN ORDER  
6 BEFORE A HEARING IS HELD, AFTER NOTICE AND WITHOUT A PRIOR HEARING; OR

7 (3) IF NO INTERESTED PARTY TIMELY REQUESTS A HEARING, AFTER  
8 NOTICE AND WITHOUT A HEARING.

9 (C) THE RECEIVER SHALL FILE PERIODICALLY WITH THE COURT A MASTER  
10 SERVICE LIST CONSISTING OF THE NAMES, MAILING ADDRESSES, AND, WHERE  
11 AVAILABLE, FACSIMILE NUMBERS AND E-MAIL ADDRESSES OF:

12 (1) THE RESPONDENT;

13 (2) THE RECEIVER;

14 (3) ALL PERSONS JOINED AS PARTIES IN THE RECEIVERSHIP;

15 (4) ALL PERSONS KNOWN BY THE RECEIVER TO HAVE ASSERTED ANY  
16 OWNERSHIP OF OR LIEN IN RECEIVERSHIP PROPERTY;

17 (5) ALL PERSONS THAT HAVE FILED A NOTICE OF APPEARANCE IN  
18 ACCORDANCE WITH THIS SECTION; AND

19 (6) ANY ATTORNEY OF RECORD.

20 (D) EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, AND UNLESS THE  
21 COURT ORDERS OTHERWISE, A MOTION SHALL BE SERVED IN ACCORDANCE WITH  
22 THE MARYLAND RULES ON:

23 (1) ALL PERSONS ON THE MASTER SERVICE LIST;

24 (2) ALL PERSONS THAT HAVE ASSERTED AN OWNERSHIP INTEREST  
25 OR LIEN IN RECEIVERSHIP PROPERTY THAT IS THE SUBJECT OF THE MOTION;

26 (3) ALL PERSONS THAT ARE IDENTIFIED IN THE MOTION AS DIRECTLY  
27 AFFECTED BY THE RELIEF REQUESTED; AND

1           **(4) ANY OTHER PERSON AS THE COURT MAY DIRECT.**

2 **24-502.**

3           **(A) A PARTY MAY FILE AN APPEAL FROM AN INTERLOCUTORY ORDER WITH**  
4 **THE COURT OF SPECIAL APPEALS FROM ANY COURT ORDER IN A RECEIVERSHIP**  
5 **PROCEEDING BY FILING AN APPLICATION FOR LEAVE TO APPEAL UNDER THE**  
6 **PROCEDURE SET FORTH IN MARYLAND RULE 8-204.**

7           **(B) THE COURT, ON REQUEST OF THE COURT OF SPECIAL APPEALS, SHALL**  
8 **SUBMIT TO THE COURT OF SPECIAL APPEALS A WRITTEN CERTIFICATION STATING**  
9 **WHETHER, IN ITS OPINION:**

10           **(1) THE INTERLOCUTORY ORDER INVOLVES A CONTROLLING**  
11 **QUESTION OF LAW AS TO WHICH THERE IS A SUBSTANTIAL GROUND FOR**  
12 **DIFFERENCE OF OPINION; AND**

13           **(2) WHETHER AN IMMEDIATE APPEAL OF THE INTERLOCUTORY**  
14 **ORDER MAY MATERIALLY ADVANCE THE ULTIMATE CONCLUSION OF THE**  
15 **RECEIVERSHIP PROCEEDING.**

16           **(C) AFTER RECEIVING A WRITTEN CERTIFICATION FROM THE COURT, THE**  
17 **COURT OF SPECIAL APPEALS SHALL DETERMINE WHETHER TO GRANT OR DENY THE**  
18 **APPLICATION FOR LEAVE TO APPEAL.**

19                                   **SUBTITLE 6. REPORTING.**

20 **24-601.**

21           **(A) A RECEIVER:**

22           **(1) MAY FILE AN INTERIM REPORT; OR**

23           **(2) IF ORDERED BY THE COURT, SHALL FILE AN INTERIM REPORT.**

24           **(B) THE INTERIM REPORT UNDER SUBSECTION (A) OF THIS SECTION SHALL**  
25 **INCLUDE:**

26           **(1) THE ACTIVITIES OF THE RECEIVER SINCE APPOINTMENT OR A**  
27 **PREVIOUS INTERIM REPORT;**

28           **(2) RECEIPTS AND DISBURSEMENTS, INCLUDING ANY PAYMENT**  
29 **MADE OR PROPOSED TO BE MADE TO A PROFESSIONAL ENGAGED BY THE RECEIVER;**



1           **(3) RECEIPTS AND DISPOSITIONS OF RECEIVERSHIP PROPERTY;**

2           **(4) FEES AND EXPENSES OF THE RECEIVER AND, IF NOT FILED**  
3 **SEPARATELY, A REQUEST FOR APPROVAL OF PAYMENT OF THE FEES AND EXPENSES;**  
4 **AND**

5           **(5) ANY OTHER INFORMATION REQUIRED BY THE COURT.**

6 **24-602.**

7           **(A) ON COMPLETION OF A RECEIVER'S DUTIES, THE RECEIVER SHALL FILE**  
8 **A FINAL REPORT THAT INCLUDES:**

9           **(1) A DESCRIPTION OF THE ACTIVITIES OF THE RECEIVER DURING**  
10 **THE COURSE OF THE RECEIVERSHIP;**

11           **(2) A LIST OF RECEIVERSHIP PROPERTY AT THE COMMENCEMENT OF**  
12 **THE RECEIVERSHIP AND ANY RECEIVERSHIP PROPERTY RECEIVED DURING THE**  
13 **RECEIVERSHIP;**

14           **(3) A LIST OF DISBURSEMENTS, INCLUDING PAYMENTS TO**  
15 **PROFESSIONALS ENGAGED BY THE RECEIVER;**

16           **(4) A LIST OF DISPOSITIONS OF RECEIVERSHIP PROPERTY;**

17           **(5) A LIST OF DISTRIBUTIONS MADE OR PROPOSED TO BE MADE FROM**  
18 **THE RECEIVERSHIP PROPERTY FOR CREDITOR CLAIMS;**

19           **(6) IF NOT FILED SEPARATELY, A REQUEST FOR APPROVAL OF THE**  
20 **PAYMENT OF FEES AND EXPENSES OF THE RECEIVER; AND**

21           **(7) ANY OTHER INFORMATION REQUIRED BY THE COURT.**

22           **(B) THE RECEIVER IS DISCHARGED IF:**

23           **(1) A COURT APPROVES A FINAL REPORT FILED UNDER SUBSECTION**  
24 **(A) OF THIS SECTION; AND**

25           **(2) THE RECEIVER DISTRIBUTES ALL RECEIVERSHIP PROPERTY.**

26 **SUBTITLE 7. ACTIONS AGAINST RECEIVER AND TERMINATION OF RECEIVERSHIP.**

1 **24-701.**

2 (A) A COURT MAY AWARD TO A RECEIVER FROM RECEIVERSHIP PROPERTY  
3 OR PROCEEDS THE REASONABLE AND NECESSARY FEES AND EXPENSES OF  
4 PERFORMING THE DUTIES AND EXERCISING THE POWERS OF THE RECEIVER.

5 (B) A COURT MAY ORDER ONE OR MORE OF THE FOLLOWING PERSONS TO  
6 PAY THE REASONABLE AND NECESSARY FEES AND EXPENSES OF THE  
7 RECEIVERSHIP, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS:

8 (1) A PERSON THAT REQUESTED THE APPOINTMENT OF THE  
9 RECEIVER, IF THE RECEIVERSHIP DOES NOT PRODUCE SUFFICIENT FUNDS TO PAY  
10 THE FEES AND EXPENSES; OR

11 (2) A PERSON WHOSE CONDUCT WOULD HAVE JUSTIFIED THE  
12 APPOINTMENT OF THE RECEIVER UNDER § 24-201(A)(1) OF THIS TITLE.

13 **24-702.**

14 (A) A RECEIVER IS ENTITLED TO ALL DEFENSES AND IMMUNITIES UNDER  
15 APPLICABLE STATE LAW FOR AN ACT OR OMISSION WITHIN THE SCOPE OF THE  
16 RECEIVER'S APPOINTMENT.

17 (B) A PERSON SHALL RECEIVE APPROVAL FROM THE COURT THAT  
18 APPOINTED THE RECEIVER BEFORE TAKING THE FOLLOWING ACTIONS:

19 (1) AN ACTION AGAINST THE RECEIVER PERSONALLY BASED ON AN  
20 ACT OR OMISSION IN ADMINISTERING RECEIVERSHIP PROPERTY; AND

21 (2) AN ACTION BY A PERSON OTHER THAN THE RECEIVER AGAINST A  
22 PROFESSIONAL PERSON THAT HAS PROVIDED SERVICES TO THE RECEIVER BASED  
23 ON AN ACT OR OMISSION IN PERFORMING THE SERVICES.

24 **24-703.**

25 (A) A COURT MAY REMOVE A RECEIVER FOR CAUSE ON ITS OWN MOTION OR  
26 THE MOTION OF AN INTERESTED PARTY.

27 (B) A COURT SHALL REPLACE A RECEIVER THAT DIES, RESIGNS, OR IS  
28 REMOVED.

29 (C) A RECEIVER REPLACED UNDER SUBSECTION (B) OF THIS SECTION IS  
30 DISCHARGED IF A COURT FINDS THAT A RECEIVER THAT RESIGNS OR IS REMOVED,

1 **OR THE REPRESENTATIVE OF A DECEASED RECEIVER, HAS:**

2 **(1) ACCOUNTED FULLY FOR AND TURNED OVER TO THE SUCCESSOR**  
3 **RECEIVER ALL RECEIVERSHIP PROPERTY; AND**

4 **(2) FILED A REPORT OF ALL RECEIPTS AND DISBURSEMENTS DURING**  
5 **THE SERVICE OF THE REPLACED RECEIVER.**

6 **(D) ON THE TRANSFER OF TITLE TO ANY RECEIVERSHIP PROPERTY, THE**  
7 **RECEIVERSHIP SHALL TERMINATE AUTOMATICALLY AS TO RECEIVERSHIP**  
8 **PROPERTY SUBJECT TO THE REQUIREMENTS OF § 24-602 OF THIS TITLE.**

9 **(E) A COURT MAY DISCHARGE A RECEIVER AND TERMINATE THE COURT'S**  
10 **ADMINISTRATION OF THE RECEIVERSHIP PROPERTY IF THE COURT FINDS THAT:**

11 **(1) APPOINTMENT OF THE RECEIVER WAS IMPROVIDENT; OR**

12 **(2) THE CIRCUMSTANCES NO LONGER WARRANT CONTINUATION OF**  
13 **THE RECEIVERSHIP.**

14 **SUBTITLE 8. SHORT TITLE.**

15 **24-801.**

16 **THIS TITLE MAY BE CITED AS THE MARYLAND COMMERCIAL RECEIVERSHIP**  
17 **ACT.**

18 **Article – Corporations and Associations**

19 **3-416.**

20 **[The] EXCEPT AS PROVIDED IN § 24-203 OF THE COMMERCIAL LAW ARTICLE,**  
21 **THE** court may appoint any person as receiver, including an officer, director, or stockholder  
22 of the corporation.

23 **SECTION 2. AND BE IT FURTHER ENACTED,** That this Act shall take effect  
24 **October 1, 2019.**