

SECOND REGULAR SESSION  
[TRULY AGREED TO AND FINALLY PASSED]  
SENATE SUBSTITUTE FOR  
HOUSE COMMITTEE SUBSTITUTE FOR  
**HOUSE BILL NO. 1765**  
**98TH GENERAL ASSEMBLY**

5163S.04T

2016

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**AN ACT**

To repeal sections 404.710, 404.717, 456.023, 456.590, 456.3-304, 456.4B-411, 456.5-508, 456.7-706, 469.060, 469.467, 473.050, 475.125, 513.430, 515.240, 515.250, 515.260, 516.105, and 650.058, RSMo, and to enact in lieu thereof eighty new sections relating to civil proceedings, with penalty provisions.

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*Be it enacted by the General Assembly of the state of Missouri, as follows:*

Section A. Sections 404.710, 404.717, 456.023, 456.590, 456.3-304, 456.4B-411, 456.5-  
2 508, 456.7-706, 469.060, 469.467, 473.050, 475.125, 513.430, 515.240, 515.250, 515.260,  
3 516.105, and 650.058, RSMo, are repealed and eighty new sections enacted in lieu thereof, to  
4 be known as sections 404.710, 404.717, 456.970, 456.975, 456.980, 456.985, 456.990, 456.995,  
5 456.1000, 456.1005, 456.1010, 456.1015, 456.1020, 456.1025, 456.1030, 456.1035, 456.1040,  
6 456.1045, 456.1050, 456.1055, 456.1060, 456.1065, 456.1070, 456.1075, 456.1080, 456.1085,  
7 456.1090, 456.1095, 456.1100, 456.1105, 456.1110, 456.1115, 456.1120, 456.1125, 456.1130,  
8 456.1135, 456.3-304, 456.4B-411, 456.5-508, 456.7-706, 469.467, 473.050, 475.125, 513.430,  
9 515.500, 515.505, 515.510, 515.515, 515.520, 515.525, 515.530, 515.535, 515.540, 515.545,  
10 515.550, 515.555, 515.560, 515.565, 515.570, 515.575, 515.580, 515.585, 515.590, 515.595,  
11 515.600, 515.605, 515.610, 515.615, 515.620, 515.625, 515.630, 515.635, 515.640, 515.645,  
12 515.650, 515.655, 515.660, 515.665, 516.105, and 650.058, to read as follows:

404.710. 1. A principal may delegate to an attorney in fact in a power of attorney  
2 general powers to act in a fiduciary capacity on the principal's behalf with respect to all lawful

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

3 subjects and purposes or with respect to one or more express subjects or purposes. A power of  
4 attorney with general powers may be durable or not durable.

5         2. If the power of attorney states that general powers are granted to the attorney in fact  
6 and further states in substance that it grants power to the attorney in fact to act with respect to  
7 all lawful subjects and purposes or that it grants general powers for general purposes or does not  
8 by its terms limit the power to the specific subject or purposes set out in the instrument, then the  
9 authority of the attorney in fact acting under the power of attorney shall extend to and include  
10 each and every action or power which an adult who is nondisabled and nonincapacitated may  
11 carry out through an agent specifically authorized in the premises, with respect to any and all  
12 matters whatsoever, except as provided in subsections 6 and 7 of this section. When a power of  
13 attorney grants general powers to an attorney in fact to act with respect to all lawful subjects and  
14 purposes, the enumeration of one or more specific subjects or purposes does not limit the general  
15 authority granted by that power of attorney, unless otherwise provided in the power of attorney.

16         3. If the power of attorney states that general powers are granted to an attorney in fact  
17 with respect to one or more express subjects or purposes for which general powers are conferred,  
18 then the authority of the attorney in fact acting under the power of attorney shall extend to and  
19 include each and every action or power, but only with respect to the specific subjects or purposes  
20 expressed in the power of attorney that an adult who is nondisabled and nonincapacitated may  
21 carry out through an agent specifically authorized in the premises, with respect to any and all  
22 matters whatsoever, except as provided in subsections 6 and 7 of this section.

23         4. Except as provided in subsections 6 and 7 of this section, an attorney in fact with  
24 general powers has, with respect to the subjects or purposes for which the powers are conferred,  
25 all rights, power and authority to act for the principal that the principal would have with respect  
26 to his or her own person or property, including property owned jointly or by the entireties with  
27 another or others, as a nondisabled and nonincapacitated adult; and without limiting the  
28 foregoing has with respect to the subjects or purposes of the power complete discretion to make  
29 a decision for the principal, to act or not act, to consent or not consent to, or withdraw consent  
30 for, any act, and to execute and deliver or accept any deed, bill of sale, bill of lading, assignment,  
31 contract, note, security instrument, consent, receipt, release, proof of claim, petition or other  
32 pleading, tax document, notice, application, acknowledgment or other document necessary or  
33 convenient to implement or confirm any act, transaction or decision. An attorney in fact with  
34 general powers, whether power to act with respect to all lawful subjects and purposes, or only  
35 with respect to one or more express subjects or purposes, shall have the power, unless  
36 specifically denied by the terms of the power of attorney, to make, execute and deliver to or for  
37 the benefit of or at the request of a third person, who is requested to rely upon an action of the  
38 attorney in fact, an agreement indemnifying and holding harmless any third person or persons

39 from any liability, claims or expenses, including legal expenses, incurred by any such third  
40 person by reason of acting or refraining from acting pursuant to the request of the attorney in  
41 fact, and such indemnity agreement shall be binding upon the principal who has executed such  
42 power of attorney and upon the principal's successor or successors in interest. No such  
43 indemnity agreement shall protect any third person from any liability, claims or expenses  
44 incurred by reason of the fact that, and to the extent that, the third person has honored the power  
45 of attorney for actions outside the scope of authority granted by the power of attorney. In  
46 addition, the attorney in fact has complete discretion to employ and compensate real estate  
47 agents, brokers, attorneys, accountants and subagents of all types to represent and act for the  
48 principal in any and all matters, including tax matters involving the United States government  
49 or any other government or taxing entity, including, but not limited to, the execution of  
50 supplemental or additional powers of attorney in the name of the principal in form that may be  
51 required or preferred by any such taxing entity or other third person, and to deal with any or all  
52 third persons in the name of the principal without limitation. No such supplemental or additional  
53 power of attorney shall broaden the scope of authority granted to the attorney in fact in the  
54 original power of attorney executed by the principal.

55         5. An attorney in fact, who is granted general powers for all subjects and purposes or  
56 with respect to any express subjects or purposes, shall exercise the powers conferred according  
57 to the principal's instructions, in the principal's best interest, in good faith, prudently and in  
58 accordance with sections 404.712 and 404.714.

59         6. Any power of attorney, whether durable or not durable, and whether or not it grants  
60 general powers for all subjects and purposes or with respect to express subjects or purposes, shall  
61 be construed to grant power or authority to an attorney in fact to carry out any of the actions  
62 described in this subsection if the actions are expressly enumerated and authorized in the power  
63 of attorney. Any power of attorney may grant power of authority to an attorney in fact to carry  
64 out any of the following actions if the actions are expressly authorized in the power of attorney:

65             (1) To execute, amend or revoke any trust agreement;

66             (2) To fund with the principal's assets any trust not created by the principal;

67             (3) To make or revoke a gift of the principal's property in trust or otherwise;

68             (4) To disclaim a gift or devise of property to or for the benefit of the principal,

69 **including but not limited to the ability to disclaim or release any power of appointment**  
70 **granted to the principal and the ability to disclaim all or part of the principal's interest in**  
71 **appointive property to the extent authorized under sections 456.970 to 456.1135;**

72             (5) To create or change survivorship interests in the principal's property or in property  
73 in which the principal may have an interest; provided, however, that the inclusion of the  
74 authority set out in this subdivision shall not be necessary in order to grant to an attorney in fact

75 acting under a power of attorney granting general powers with respect to all lawful subjects and  
76 purposes the authority to withdraw funds or other property from any account, contract or other  
77 similar arrangement held in the names of the principal and one or more other persons with any  
78 financial institution, brokerage company or other depository to the same extent that the principal  
79 would be authorized to do if the principal were present, not disabled or incapacitated, and  
80 seeking to act in the principal's own behalf;

81 (6) To designate or change the designation of beneficiaries to receive any property,  
82 benefit or contract right on the principal's death;

83 (7) To give or withhold consent to an autopsy or postmortem examination;

84 (8) To make an anatomical gift of, or prohibit an anatomical gift of, all or part of the  
85 principal's body under the Revised Uniform Anatomical Gift Act or to exercise the right of  
86 sepulcher over the principal's body under section 194.119;

87 (9) To nominate a guardian or conservator for the principal; and if so stated in the power  
88 of attorney, the attorney in fact may nominate himself as such;

89 (10) To give consent to or prohibit any type of health care, medical care, treatment or  
90 procedure to the extent authorized by sections 404.800 to 404.865; [or]

91 (11) To designate one or more substitute or successor or additional attorneys in fact; **or**

92 **(12) To exercise, to revoke or amend the release of, or to contract to exercise or not**  
93 **to exercise, any power of appointment granted to the principal to the extent authorized**  
94 **under sections 456.970 to 456.1135.**

95 7. No power of attorney, whether durable or not durable, and whether or not it delegates  
96 general powers, may delegate or grant power or authority to an attorney in fact to do or carry out  
97 any of the following actions for the principal:

98 (1) To make, publish, declare, amend or revoke a will for the principal;

99 (2) To make, execute, modify or revoke a living will declaration for the principal;

100 (3) To require the principal, against his or her will, to take any action or to refrain from  
101 taking any action; or

102 (4) To carry out any actions specifically forbidden by the principal while not under any  
103 disability or incapacity.

104 8. A third person may freely rely on, contract and deal with an attorney in fact delegated  
105 general powers with respect to the subjects and purposes encompassed or expressed in the power  
106 of attorney without regard to whether the power of attorney expressly identifies the specific  
107 property, account, security, storage facility or matter as being within the scope of a subject or  
108 purpose contained in the power of attorney, and without regard to whether the power of attorney  
109 expressly authorizes the specific act, transaction or decision by the attorney in fact.

110           9. It is the policy of this state that an attorney in fact acting pursuant to the provisions  
111 of a power of attorney granting general powers shall be accorded the same rights and privileges  
112 with respect to the personal welfare, property and business interests of the principal, and if the  
113 power of attorney enumerates some express subjects or purposes, with respect to those subjects  
114 or purposes, as if the principal himself or herself were personally present and acting or seeking  
115 to act; and any provision of law and any purported waiver, consent or agreement executed or  
116 granted by the principal to the contrary shall be void and unenforceable.

117           10. Sections 404.700 to 404.735 shall not be construed to preclude any person or  
118 business enterprise from providing in a contract with the principal as to the procedure that  
119 thereafter must be followed by the principal or the principal's attorney in fact in order to give a  
120 valid notice to the person or business enterprise of any modification or termination of the  
121 appointment of an attorney in fact by the principal; and any such contractual provision for notice  
122 shall be valid and binding on the principal and the principal's successors so long as such  
123 provision is reasonably capable of being carried out.

          404.717. 1. As between the principal and attorney in fact or successor attorney in fact,  
2 and any agents appointed by either of them, unless the power of attorney is coupled with an  
3 interest, the authority granted in a power of attorney shall be modified or terminated as follows:

4           (1) On the date shown in the power of attorney and in accordance with the express  
5 provisions of the power of attorney;

6           (2) When the principal, orally or in writing, or the principal's legal representative with  
7 approval of the court in writing informs the attorney in fact or successor that the power of  
8 attorney is modified or terminated, or when and under what circumstances it is modified or  
9 terminated;

10           (3) When a written notice of modification or termination of the power of attorney is filed  
11 by the principal or the principal's legal representative for record in the office of the recorder of  
12 deeds in the city or county of the principal's residence or, if the principal is a nonresident of the  
13 state, in the city or county of the residence of the attorney in fact last known to the principal, or  
14 in the city or county in which is located any property specifically referred to in the power of  
15 attorney;

16           (4) On the death of the principal, except that if the power of attorney grants authority  
17 under subdivision (7) or (8) of subsection 6 of section 404.710, the power of attorney and the  
18 authority of the attorney in fact shall continue for the limited purpose of carrying out the  
19 authority granted under either or both of said subdivisions for a reasonable length of time after  
20 the death of the principal;

21           (5) When the attorney in fact under a durable power of attorney is not qualified to act for  
22 the principal;

23 (6) On the filing of any action for divorce or dissolution of the marriage of the principal  
24 and the principal's attorney in fact who were married to each other at or subsequent to the time  
25 the power of attorney was created, unless the power of attorney provides otherwise.

26 2. Whenever any of the events described in subsection 1 of this section operate merely  
27 to terminate the authority of the particular person designated as the attorney in fact, rather than  
28 terminating the power of attorney, if the power of attorney designates a successor or contingent  
29 attorney in fact or prescribes a procedure whereby a successor or contingent attorney in fact may  
30 be designated, then the authority provided in the power of attorney shall extend to and vest in the  
31 successor or contingent attorney in fact in lieu of the attorney in fact whose power and authority  
32 was terminated under any of the circumstances referred to in subsection 1 of this section.

33 3. As between the principal and attorney in fact or successor **attorney in fact**, acts and  
34 transactions of the attorney in fact or successor **attorney in fact** undertaken in good faith, in  
35 accordance with section 404.714, and without actual knowledge of the death of the principal or  
36 without actual knowledge, or constructive knowledge pursuant to subdivision (3) of subsection  
37 1 of this section, that the authority granted in the power of attorney has been suspended, modified  
38 or terminated, relieves the attorney in fact or successor **attorney in fact** from liability to the  
39 principal and the principal's successors in interest.

40 4. This section does not prohibit the principal, acting individually, and the person  
41 designated as the attorney in fact from entering into a written agreement that sets forth their  
42 duties and liabilities as between themselves and their successors, and which expands or limits  
43 the application of sections 404.700 to 404.735, with the exception of those acts enumerated in  
44 subsection 7 of section 404.710.

45 5. As between the principal and any attorney in fact or successor **attorney in fact**, if the  
46 attorney in fact or successor **attorney in fact** undertakes to act, and if in respect to such act, the  
47 attorney in fact or successor [acts in bad faith, fraudulently or otherwise dishonestly] **attorney**  
48 **in fact engages in willful misconduct or fraud or acts with willful disregard for the**  
49 **purposes, terms, or conditions of the power of attorney**, or if the attorney in fact or successor  
50 **attorney in fact** intentionally acts after receiving actual notice that the power of attorney has  
51 been revoked or terminated, and thereby causes damage or loss to the principal or to the  
52 principal's successors in interest, such attorney in fact or successor **attorney in fact** shall be  
53 liable to the principal or to the principal's successors in interest, or both, for such damages,  
54 together with reasonable attorney's fees, and punitive damages as allowed by law.

55 6. **For purposes of this section, the principal's "successors in interest" shall include**  
56 **those persons who can prove they have been damaged as a result of the actions of the**  
57 **attorney in fact or successor attorney in fact, such as a conservator of the principal or a**

58 **personal representative of a deceased principal. If more than one person claims a recovery**  
59 **under this section the court shall determine the priority of their respective claims.**

2 **456.970. Sections 456.970 to 456.1135 shall be known and may be cited as the**  
3 **"Missouri Uniform Powers of Appointment Act".**

4 **456.975. As used in sections 456.970 to 456.1135 the following terms mean:**

5 **(1) "Appointee", a person to which a powerholder makes an appointment of**  
6 **appointive property;**

7 **(2) "Appointive property", the property or property interest subject to a power of**  
8 **appointment;**

9 **(3) "Blanket-exercise clause", a clause in an instrument which exercises a power**  
10 **of appointment and is not a specific-exercise clause. The term includes a clause that:**

11 **(a) Expressly uses the words "any power" in exercising any power of appointment**  
12 **the powerholder has;**

13 **(b) Expressly uses the words "any property" in appointing any property over**  
14 **which the powerholder has a power of appointment; or**

15 **(c) Disposes of all property subject to disposition by the powerholder;**

16 **(4) "Claim of creditor", the attachment by a creditor of trust property or beneficial**  
17 **interests subject to a power of appointment, a creditor obtaining an order from a court**  
18 **forcing a judicial sale of trust property, a creditor compelling the exercise of a power of**  
19 **appointment, or a creditor reaching trust property or beneficial interests by other means;**

20 **(5) "Donor", a person who creates a power of appointment;**

21 **(6) "Exclusionary power of appointment", a power of appointment exercisable in**  
22 **favor of any one or more of the permissible appointees to the exclusion of the other**  
23 **permissible appointees;**

24 **(7) "General power of appointment", a power of appointment exercisable in favor**  
25 **of the powerholder, the powerholder's estate, a creditor of the powerholder, or a creditor**  
26 **of the powerholder's estate;**

27 **(8) "Gift-in-default clause", a clause identifying a taker in default of appointment;**

28 **(9) "Impermissible appointee", a person that is not a permissible appointee;**

29 **(10) "Instrument", a document that contains information that:**

30 **(a) Is inscribed on a hard copy, or inscribed on a hard copy that is transmitted by**  
31 **facsimile or stored in portable document format (.pdf) or in another comparable electronic**  
32 **means or other medium that is retrievable in perceivable form; and**

**(b) Contains a signature;**

**(11) "Nongeneral power of appointment", a power of appointment that is not a**  
**general power of appointment;**

33 (12) "Permissible appointee", a person in whose favor a powerholder may exercise  
34 a power of appointment;

35 (13) "Person", an individual, estate, trust, business or nonprofit entity, public  
36 corporation, government or governmental subdivision, agency, or instrumentality, or other  
37 legal entity;

38 (14) "Power of appointment", a power that enables a powerholder acting in a  
39 nonfiduciary capacity to designate a recipient of an ownership interest in or another power  
40 of appointment over the appointive property. The term does not include a power of  
41 attorney;

42 (15) "Powerholder", a person in which a donor creates a power of appointment;

43 (16) "Presently exercisable power of appointment", a power of appointment  
44 exercisable by the powerholder at the relevant time. The term includes a power of  
45 appointment not exercisable until the occurrence of a specified event, the satisfaction of an  
46 ascertainable standard, or the passage of a specified time only after:

47 (a) The occurrence of the specified event;

48 (b) The satisfaction of the ascertainable standard; or

49 (c) The passage of the specified time, and does not include a power exercisable only  
50 at the powerholder's death;

51 (17) "Specific-exercise clause", a clause in an instrument which specifically refers  
52 to and exercises a particular power of appointment;

53 (18) "Taker in default of appointment", a person that takes all or part of the  
54 appointive property to the extent the powerholder does not effectively exercise the power  
55 of appointment;

56 (19) "Terms of the instrument", the manifestation of the intent of the maker of the  
57 instrument regarding the instrument's provisions as expressed in the instrument or as may  
58 be established by other evidence that would be admissible in a legal proceeding.

456.980. 1. The creation, revocation, or amendment of the power is governed by  
2 the law of the donor's domicile at the relevant time, and the exercise, release, or disclaimer  
3 of the power, or the revocation or amendment of the exercise, release, or disclaimer of the  
4 power, is governed by the law of the powerholder's domicile at the relevant time.

5 2. The common law and principles of equity supplement sections 456.970 to  
6 456.1135, except to the extent modified by such sections or other laws of this state.

456.985. 1. Except as otherwise provided in the terms of an instrument creating or  
2 exercising a power of appointment, sections 456.970 to 456.1135 govern powers of  
3 appointment.

4           **2. The terms of an instrument creating or exercising a power of appointment**  
5 **prevail over any provisions of sections 456.970 to 456.1135 except:**

6           **(1) The transferability of a power of appointment by a powerholder under**  
7 **subsection 1 of section 456.995;**

8           **(2) The limitations on the authority of a donor to extend a general power of**  
9 **appointment beyond the death of a powerholder under subsection 3 of section 456.995;**

10           **(3) The power is exclusionary if the permissible appointees of a power of**  
11 **appointment are not defined and limited under subsection 3 of section 456.1005;**

12           **(4) The requisites for the exercise of a power of appointment under section**  
13 **456.1015;**

14           **(5) The effect of an impermissible appointment under section 456.1045;**

15           **(6) A general power of appointment which is presently exercisable may be reached**  
16 **by the creditors of the powerholder or the powerholder's estate under section 456.1100.**

**456.990. 1. A power of appointment is created only if:**

2           **(1) The instrument creating the power:**

3           **(a) Is valid under applicable law; and**

4           **(b) Except as otherwise provided in subsection 2 of this section, transfers the**  
5 **appointive property; and**

6           **(2) The terms of the instrument creating the power manifest the donor's intent to**  
7 **create in a powerholder a power of appointment over the appointive property exercisable**  
8 **in favor of a permissible appointee.**

9           **2. Paragraph (b) of subdivision (1) of subsection 1 of this section, does not apply to**  
10 **the creation of a power of appointment by the exercise of a power of appointment.**

11           **3. Power of appointment may not be created in a deceased individual.**

12           **4. Subject to an applicable rule against perpetuities, a power of appointment may**  
13 **be created in an unborn or unascertained powerholder.**

14           **5. Any property that is the subject of an invalid power of appointment shall be**  
15 **transferred, held or otherwise disposed of in accordance with the valid provisions of the**  
16 **instrument attempting to create the power, if any such provisions exist, or if none, in**  
17 **accordance with other applicable laws, as the case may be.**

**456.995. 1. A powerholder may not transfer a power of appointment.**

2           **2. Except as provided in subsection 3 of this section, to the extent a powerholder**  
3 **dies without effectively disclaiming, exercising or releasing a power, the power lapses upon**  
4 **the death of the powerholder.**

5           **3. A general power of appointment may provide that the power shall survive the**  
6 **death of the powerholder in the hands of the powerholder's personal representative. Such**

7 provision shall be valid only to the extent the powerholder dies after he or she effectively  
8 receives the general power, but within the period for disclaiming the power, and only to  
9 the extent the powerholder has not disclaimed, exercised or released the power. Under  
10 such circumstances, the personal representative of the powerholder may either exercise the  
11 power in favor of the powerholder's estate, if the estate is a permissible appointee, or  
12 disclaim the power as provided by section 456.1080.

13 (1) If the power is neither exercised nor disclaimed by the powerholder's personal  
14 representative as stated, the power shall lapse at the earlier of the end of the period for  
15 making a disclaimer under other applicable Missouri laws or the end of the period in  
16 which the power is valid under its terms.

17 (2) The terms of a general power of appointment providing that "this power of  
18 appointment shall survive the death of the powerholder", or words of similar import, shall  
19 be sufficient to extend the power after the death of a powerholder in the hands of his or her  
20 personal representative in this subsection.

21 (3) In addition to the protections otherwise afforded under applicable law, the  
22 personal representative shall not be individually liable for his or her actions or inactions  
23 under this subsection if he or she does not have actual knowledge of the power and all  
24 pertinent circumstances reasonably necessary for him or her to make a determination on  
25 the exercise, disclaimer or lapse of the power at least one hundred and twenty days prior  
26 to the end of the period for making a disclaimer or the end of the period in which the  
27 power is valid under its terms, whichever first occurs. The foregoing exemption from  
28 liability shall not apply if the personal representative exercises or disclaims the power or  
29 allows the power to lapse in bad faith.

456.1000. 1. Subject to section 456.1005, the power is:

2 (1) Presently exercisable;

3 (2) Exclusionary; and

4 (3) Except as otherwise provided in subsection 2 of this section, general.

5 2. The power is nongeneral if:

6 (1) The power is exercisable only at the powerholder's death; and

7 (2) The permissible appointees of the power are a defined and limited class that  
8 does not include the powerholder's estate, the powerholder's creditors, or the creditors of  
9 the powerholder's estate.

456.1005. 1. As used in this section, "adverse party" means a person with a  
2 substantial beneficial interest in property which would be affected adversely by a  
3 powerholder's exercise or nonexercise of a power of appointment in favor of the

4 powerholder, the powerholder's estate, a creditor of the powerholder, or a creditor of the  
5 powerholder's estate.

6 2. If a powerholder may exercise a power of appointment only with the consent or  
7 joinder of an adverse party, the power is nongeneral.

8 3. If the permissible appointees of a power of appointment are not defined and  
9 limited, the power is exclusionary.

456.1010. A donor may revoke or amend a power of appointment only to the extent  
2 that the instrument creating the power is revocable by the donor, or the donor reserves a  
3 power of revocation or amendment in the instrument creating the power of appointment.

456.1015. A power of appointment is exercised only if:

2 (1) The instrument exercising the power is valid under applicable law;

3 (2) The terms of the instrument exercising the power:

4 (a) Manifest the powerholder's intent to exercise the power; and

5 (b) Subject to section 456.1030, satisfy the requirements of exercise, if any, imposed  
6 by the donor; and

7 (3) To the extent the appointment is a permissible exercise of the power.

456.1020. 1. As used in this section:

2 (1) "Residuary clause" does not include a residuary clause containing a blanket-  
3 exercise clause or a specific-exercise clause; and

4 (2) "Will" includes a codicil and a testamentary instrument that revises another  
5 will.

6 2. A residuary clause in a powerholder's will or a comparable clause in the  
7 powerholder's revocable trust, manifests the powerholder's intent to exercise a power of  
8 appointment only if:

9 (1) The power is a general power exercisable in favor of the powerholder's estate;

10 (2) There is no gift-in-default clause or the clause is ineffective; and

11 (3) The powerholder did not release the power.

456.1025. 1. Except as otherwise provided in subsection 2 of this section, a blanket-  
2 exercise clause extends to a power acquired by the powerholder after executing the  
3 instrument containing the clause.

4 2. If the powerholder is also the donor of the power, the clause does not extend to  
5 the power unless there is no gift-in-default clause or the gift-in-default clause is ineffective.

456.1030. A powerholder's substantial compliance with a formal requirement of  
2 appointment imposed by the donor is sufficient if the powerholder knows of and intends  
3 to exercise the power, and the powerholder's manner of attempted exercise of the power  
4 does not impair a material purpose of the donor in imposing the requirement.

2           **456.1035. 1. A powerholder of a general power of appointment that permits**  
3 **appointment to the powerholder or the powerholder's estate may make any appointment,**  
4 **including an appointment in trust or creating a new power of appointment, that the**  
5 **powerholder could make in disposing of the powerholder's own property.**

6           **2. A powerholder of a general power of appointment that permits appointment only**  
7 **to the creditors of the powerholder or of the powerholder's estate may appoint only to**  
8 **those creditors.**

9           **3. The powerholder of a nongeneral power may:**

10           **(1) Make an appointment in any form, including an appointment in trust, in favor**  
11 **of a permissible appointee;**

12           **(2) Create a general power in a permissible appointee; or**

13           **(3) Create a nongeneral power in any person to appoint to one or more of the**  
14 **permissible appointees of the original nongeneral power.**

15           **456.1040. 1. An appointment to a deceased appointee is ineffective.**

16           **2. A powerholder of a nongeneral power may exercise the power in favor of, or**  
17 **create a new power of appointment in, a descendant of a deceased permissible appointee**  
18 **whether or not the descendant is described by the donor as a permissible appointee and**  
19 **whether or not the descendant of a deceased permissible appointee was alive at the time of**  
20 **the execution of the instrument creating the power or at the time of the exercise of the**  
21 **power.**

22           **456.1045. 1. Except as otherwise provided in section 456.1040, an exercise of a**  
23 **power of appointment in favor of an impermissible appointee is ineffective.**

24           **2. An exercise of a power of appointment in favor of a permissible appointee is**  
25 **ineffective to the extent the appointment is a fraud on the power.**

26           **456.1050. If a powerholder exercises a power of appointment in a disposition that**  
27 **also disposes of property the powerholder owns, the owned property and the appointive**  
28 **property shall be allocated in the permissible manner that best carries out the**  
29 **powerholder's intent.**

30           **456.1055. To the extent a powerholder of a general power of appointment, other**  
31 **than a power to withdraw property from, revoke, or amend a trust, makes an ineffective**  
32 **appointment:**

33           **(1) The gift-in-default clause controls the disposition of the ineffectively appointed**  
34 **property; or**

35           **(2) If there is no gift-in-default clause or to the extent the clause is ineffective, the**  
36 **ineffectively appointed property:**

8 (a) Passes to the powerholder if the powerholder is a permissible appointee and  
9 living; or

10 (b) If the powerholder is an impermissible appointee or deceased, passes to the  
11 powerholder's estate if the estate is a permissible appointee; or

12 (c) If there is no taker under paragraphs (a) or (b) of this subdivision, passes under  
13 a reversionary interest to the donor or the donor's transferee or successor in interest.

456.1060. To the extent a powerholder releases or fails to exercise a general power  
2 of appointment other than a power to withdraw property from, revoke, or amend a trust,  
3 and except as provided in subsection 3 of section 456.995:

4 (1) The gift-in-default clause controls the disposition of the unappointed property;  
5 or

6 (2) If there is no gift-in-default clause or to the extent the clause is ineffective:

7 (a) Except as otherwise provided in paragraph (b) of this subdivision, the  
8 unappointed property passes to:

9 a. The powerholder if the powerholder is a permissible appointee and living; or

10 b. If the powerholder is an impermissible appointee or deceased, the powerholder's  
11 estate if the estate is a permissible appointee; or

12 (b) To the extent the powerholder released the power, or if there is no taker under  
13 paragraph (a) of this subdivision, the unappointed property passes under a reversionary  
14 interest to the donor or the donor's transferee or successor in interest.

456.1065. To the extent a powerholder releases, ineffectively exercises, or fails to  
2 exercise a nongeneral power of appointment:

3 (1) The gift-in-default clause controls the disposition of the unappointed property;  
4 or

5 (2) If there is no gift-in-default clause or to the extent the clause is ineffective, the  
6 unappointed property:

7 (a) Passes to the permissible appointees if:

8 a. The permissible appointees are defined and limited; and

9 b. The terms of the instrument creating the power do not manifest a contrary  
10 intent; or

11 (b) If there is no taker under paragraph (a) of this subdivision, passes under a  
12 reversionary interest to the donor or the donor's transferee or successor in interest.

456.1070. 1. If the powerholder makes a valid partial appointment to a taker in  
2 default of appointment, the taker in default of appointment may share fully in unappointed  
3 property.

4           **2. If a powerholder makes an appointment to a taker in default of appointment and**  
5 **the appointee would have taken the property in the same form, manner and amount under**  
6 **a gift-in-default clause had the property not been appointed, the power of appointment is**  
7 **deemed not to have been exercised and the appointee takes under the clause.**

**456.1075. A powerholder may revoke or amend an exercise of a power of**  
2 **appointment at any time before the exercise becomes effective to transfer property to the**  
3 **appointee.**

**456.1080. As provided by sections 469.010 to 469.210, a powerholder may disclaim**  
2 **all or part of a power of appointment, and a permissible appointee, appointee, or taker in**  
3 **default of appointment may disclaim all or part of an interest in appointive property.**

**456.1085. 1. A powerholder may release a power of appointment, in whole or in**  
2 **part, except to the extent the terms of the instrument creating the power prevent the**  
3 **release.**

4           **2. A powerholder of a releasable power of appointment may release the power in**  
5 **whole or in part:**

6           **(1) By substantial compliance with a method provided in the terms of the**  
7 **instrument creating the power; or**

8           **(2) If the terms of the instrument creating the power do not provide a method or**  
9 **the method provided in the terms of the instrument is not expressly made exclusive, by an**  
10 **instrument manifesting the powerholder's intent by clear and convincing evidence and**  
11 **delivered to the donor, the donor's personal representative, a guardian of the donor or the**  
12 **conservator of the estate of the donor, or the holder of the legal title to the property to**  
13 **which the interest related. A release involving an estate or property within the jurisdiction**  
14 **of the probate division of a circuit court may be filed in that division.**

15           **3. A powerholder may revoke or amend a release of a power of appointment only**  
16 **to the extent that:**

17           **(1) The instrument of release is revocable by the powerholder; or**

18           **(2) The powerholder reserves a power of revocation or amendment in the**  
19 **instrument of release.**

**456.1090. 1. A powerholder of a presently exercisable power of appointment may**  
2 **contract:**

3           **(1) Not to exercise the power; or**

4           **(2) To exercise the power if the contract when made does not confer a benefit on**  
5 **an impermissible appointee.**

6           **2. A powerholder of a power of appointment that is not presently exercisable may**  
7 **contract to exercise or not to exercise the power only if the powerholder:**

8 (1) Is also the donor of the power; and

9 (2) Has reserved the power in a revocable trust.

456.1095. The remedy for a powerholder's breach of contract to appoint or not to  
2 appoint property is limited to damages payable out of the appointive property or, if  
3 appropriate, specific performance of the contract.

456.1100. 1. As used in this section, "power of appointment created by the  
2 powerholder" includes a power of appointment created in a transfer by another person to  
3 the extent the powerholder contributed value to the transfer.

4 2. Appointive property subject to a general power of appointment created by the  
5 powerholder is subject to a claim of a creditor of the powerholder or of the powerholder's  
6 estate to the extent provided in chapter 428.

7 3. Subject to subsection 2 of this section, appointive property subject to a general  
8 power of appointment created by the powerholder is not subject to a claim of a creditor of  
9 the powerholder or the powerholder's estate:

10 (1) To the extent the powerholder irrevocably appointed the property in favor of  
11 a person other than the powerholder or the powerholder's estate; and

12 (2) If the power is not presently exercisable.

13 4. Subject to subdivision (1) of subsection 3 of this section, and notwithstanding the  
14 presence of a spendthrift provision or whether the claim arose before or after the creation  
15 of the power of appointment, appointive property subject to a general power of  
16 appointment created by the powerholder is subject to a claim of a creditor of the  
17 powerholder to the same extent as if the powerholder owned the appointive property, if the  
18 power is presently exercisable.

456.1105. 1. Except as otherwise provided in subsection 3 of this section, appointive  
2 property subject to a exercisable general power of appointment created by a person other  
3 than the powerholder is subject to a claim of a creditor of the powerholder to the extent the  
4 powerholder's property is insufficient.

5 2. Appointive property subject to testamentary or not presently exercisable general  
6 power of appointment created by a person other than the powerholder is not subject to a  
7 claim of a creditor of the powerholder or the powerholder's estate.

8 3. Subject to subsection 3 of section 456.1115, a power of appointment created by  
9 a person other than the powerholder which is subject to an ascertainable standard relating  
10 to an individual's health, education, support, or maintenance within the meaning of Section  
11 2041(b)(1)(A) or Section 2514(c)(1) of the Internal Revenue Code, is treated for purposes  
12 of sections 456.1100 to 456.1115 as a nongeneral power.

2 **456.1110. 1. For purposes of sections 456.1100 to 456.1115, and except as otherwise**  
3 **provided in subsection 2 of this section, during the period the power may be exercised, a**  
4 **power of withdrawal shall be treated as a presently exercisable general power of**  
5 **appointment to the extent of the property subject to the power.**

6 **2. Upon the lapse, release, or waiver of a power to withdraw property from a trust,**  
7 **the power is treated as a presently exercisable general power of appointment only to the**  
8 **extent the value of the property affected by the lapse, release, or waiver exceeds the greater**  
9 **of the amount specified in Sections 2041(b)(2), 2514(e) or 2503(b) of the Internal Revenue**  
10 **Code.**

1 **456.1115. 1. Except as otherwise provided in subsections 2 and 3 of this section,**  
2 **appointive property subject to a nongeneral power of appointment is exempt from a claim**  
3 **of a creditor of the powerholder or the powerholder's estate.**

4 **2. Appointive property subject to a nongeneral power of appointment is subject to**  
5 **a claim of a creditor of the powerholder or the powerholder's estate to the extent that the**  
6 **powerholder owned the property and, reserving the nongeneral power, transferred the**  
7 **property in violation of chapter 428.**

8 **3. If the initial gift-in-default of appointment is to the powerholder or the**  
9 **powerholder's estate, a nongeneral power of appointment is treated for purposes of**  
10 **sections 456.1100 to 456.1115 as a general power.**

1 **456.1120. Sections 456.970 to 456.1135 shall not limit the ability of a creditor or**  
2 **other claimant to reach a beneficial interest as otherwise provided in sections 456.5-501 to**  
3 **456.5-507.**

4 **456.1125. In applying and construing sections 456.970 to 456.1135, consideration**  
5 **shall be given to the need to promote uniformity of the law with respect to its subject**  
6 **matter among states that enact it.**

7 **456.1130. Sections 456.970 to 456.1135 modify, limit, or supersede the Electronic**  
8 **Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but do**  
9 **not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001 (c), or**  
10 **authorize electronic delivery of any of the notices described in Section 103(b) of that act,**  
11 **15 U.S.C. Section 7003(b).**

1 **456.1135. 1. Except as otherwise provided in sections 456.970 to 456.1135:**

2 **(1) Sections 456.970 to 456.1135 shall apply to a power of appointment created**  
3 **before, on, or after the effective date of such sections, and shall apply to a judicial**  
4 **proceeding concerning a power of appointment commenced on or after the effective date**  
5 **of these sections;**

6           **(2) Sections 456.970 to 456.1135 shall apply to a judicial proceeding concerning a**  
7 **power of appointment commenced before the effective date of such sections unless the**  
8 **court finds that application of a particular provision of such sections would interfere**  
9 **substantially with the effective conduct of the judicial proceeding or prejudice a right of**  
10 **a party, in which case the particular provision of such sections does not apply and the**  
11 **superseded law applies;**

12           **(3) A rule of construction or presumption provided in sections 456.970 to 456.1135**  
13 **applies to an instrument executed before the effective date of sections 456.970 to 456.1135**  
14 **unless there is a clear indication of a contrary intent in the terms of the instrument; and**

15           **(4) Except as otherwise provided in subdivisions (1) to (3) of this subsection, an**  
16 **action done before the effective date of sections 456.970 to 456.1135 is not affected by such**  
17 **sections.**

18           **2. If a right is acquired, extinguished, or barred on the expiration of a prescribed**  
19 **period that commenced under law of this state other than sections 456.970 to 456.1135**  
20 **before the effective date of such sections, the law continues to apply to the right.**

          456.3-304. 1. Unless otherwise represented, a minor, incapacitated, or unborn  
2 individual, or a person whose identity or location is unknown and not reasonably ascertainable,  
3 may be represented by and bound by another having a substantially identical interest with respect  
4 to the particular question or dispute, but only to the extent there is no conflict of interest between  
5 the representative and the person represented with respect to a particular question or dispute.

6           2. Unless otherwise represented, a beneficiary who is not a qualified beneficiary may be  
7 represented by and bound by a qualified beneficiary having a substantially identical interest with  
8 respect to the particular question or dispute, but only to the extent there is no conflict of interest  
9 with respect to the particular question or dispute between the representative and the person  
10 represented, in any court proceeding under subsection 2 of section 456.4-412, or in a nonjudicial  
11 settlement agreement entered into under section 456.1-111 **or section 456.4A-411** in lieu of such  
12 a court proceeding.

          456.4B-411. 1. When all of the adult beneficiaries having the capacity to contract  
2 consent, the court may, upon finding that the interest of any nonconsenting beneficiary will be  
3 adequately protected, modify the terms of a noncharitable irrevocable trust so as to reduce or  
4 eliminate the interests of some beneficiaries and increase those of others, change the times or  
5 amounts of payments and distributions to beneficiaries, or provide for termination of the trust  
6 at a time earlier or later than that specified by its terms. The court may at any time upon its own  
7 motion appoint a representative pursuant to section 456.3-305 to represent a nonconsenting  
8 beneficiary. The court shall appoint such a representative upon the motion of any party, unless  
9 the court determines such an appointment is not appropriate under the circumstances.

10           2. Upon termination of a trust under subsection 1 of this section, the trustee shall  
11 distribute the trust property as directed by the court.

12           3. If a trust cannot be terminated or modified under subsection 1 of this section because  
13 not all adult beneficiaries having capacity to contract consent or the terms of the trust prevent  
14 such modification or termination, the modification or termination may be approved by the court  
15 if the court is satisfied that the interests of a beneficiary, other than the settlor, who does not  
16 consent will be adequately protected, modification or termination will benefit a living settlor who  
17 is also a beneficiary, and:

18           (1) in the case of a termination, the party seeking termination establishes that  
19 continuance of the trust is not necessary to achieve any material purpose of the trust; or

20           (2) in the case of a modification, the party seeking modification establishes that the  
21 modification is not inconsistent with a material purpose of the trust, and the modification is not  
22 specifically prohibited by the terms of the trust.

23           4. This section shall [apply to trusts created under trust instruments that become  
24 irrevocable on or after January 1, 2005.] **replace** the provisions of section 456.590 **and** shall  
25 apply to all trusts that were created under trust instruments that become irrevocable prior to, **on,**  
26 **or after** January 1, 2005.

          456.5-508. 1. [A creditor or other claimant of a beneficiary or other person holding a  
2 special power of appointment or a testamentary general power of appointment may not attach  
3 trust property or beneficial interests subject to the power, obtain an order from a court forcing  
4 a judicial sale of the trust property, compel the exercise of the power, or reach the trust property  
5 or beneficial interests by any other means] **Except as provided in sections 456.970 to 456.1135:**

6           **(1) Appointive property subject to a general power of appointment exercisable only**  
7 **at the powerholder's death is not subject to the claim of a creditor;**

8           **(2) Appointive property subject to a nongeneral power of appointment is not**  
9 **subject to the claim of a creditor.**

10           2. This section shall not limit the ability of a creditor or other claimant to reach a  
11 beneficial interest as otherwise provided in sections 456.5-501 to 456.5-507.

12           3. [In this section "special power of appointment" means a power of appointment  
13 exercisable in favor of one or more appointees other than the holder, the holder's estate, the  
14 holder's creditors, or the creditors of the holder's estate, and a "testamentary general power of  
15 appointment" means a power of appointment exercisable at the death of the holder, without the  
16 consent of the creator of the power or of a person holding an adverse interest in favor of the  
17 holder, the holder's estate, the holder's creditors, or the creditors of the holder's estate] **As used**  
18 **in this section, the terms "appointive property", "general power of appointment",**

19 **"nongeneral power of appointment", and "claim of a creditor" shall have the same**  
20 **meaning as defined in section 456.975.**

456.7-706. 1. The settlor, a cotrustee, or a qualified beneficiary may request the court  
2 to remove a trustee, or a trustee may be removed **and replaced** by the court **within its discretion**  
3 on its own initiative.

4 2. The court **within its discretion** may remove **and replace** a trustee [if] **under the**  
5 **following circumstances:**

6 (1) the trustee has committed a serious breach of trust;

7 (2) lack of cooperation among cotrustees substantially impairs the administration of the  
8 trust;

9 (3) because of unfitness, unwillingness, or persistent failure of the trustee to administer  
10 the trust effectively, the court determines that removal of the trustee best serves the interests of  
11 the beneficiaries; or

12 (4) the trustee has substantially and materially reduced the level of services provided to  
13 that trust and has failed to reinstate a substantially equivalent level of services within ninety days  
14 after receipt of notice by the settlor, a cotrustee, or a qualified beneficiary or removal is requested  
15 by all of the qualified beneficiaries and in either such case the party seeking removal establishes  
16 to the court that:

17 (a) removal of the trustee best serves the interests of all of the beneficiaries;

18 (b) removal of the trustee is not inconsistent with a material purpose of the trust; and

19 (c) a suitable cotrustee or successor trustee is available and willing to serve.

20 3. In an action to remove a trustee under subdivision (4) of subsection 2 of this section,  
21 the following apply:

22 (1) In the event that a corporation is the trustee being removed, a [suitable] replacement  
23 cotrustee or successor trustee shall be [another corporation qualified to conduct trust business  
24 in this state] **such trustee or trustees as the court finds suitable under the circumstances.**

25 (2) In the event that a successor trustee is not appointed under the provisions of section  
26 456.7-704 or the court finds that all potential successor trustees are not suitable, then the court  
27 may appoint such trustee or trustees as the court finds suitable under the circumstances.

28 (3) With respect to a trust created under an instrument executed before January 1, 2005,  
29 the provisions of subdivision (4) of subsection 2 of this section shall not apply if the instrument  
30 contains any **language or** procedures concerning removal of any trustee **designated in the trust**  
31 **instrument.**

32 4. Pending a final decision on a request to remove a trustee, or in lieu of or in addition  
33 to removing a trustee, the court may order such appropriate relief under subsection 2 of section  
34 456.10-1001 as may be necessary to protect the trust property or the interests of the beneficiaries.

469.467. Sections 469.401 to 469.467 apply to every trust or decedent's estate existing  
2 on **or after** August 28, 2001, except as otherwise expressly provided in the will or terms of the  
3 trust or in sections 469.401 to 469.467.

473.050. 1. A will, to be effective as a will, must be presented for and admitted to  
2 probate.

3 2. When used in chapter 472, chapter 474, chapter 475, and this chapter, the term  
4 "presented" means:

5 (1) Either the delivery of a will of a decedent, if such will has not previously been  
6 delivered, to the probate division of the circuit court which would be the proper venue for the  
7 administration of the estate of such decedent, or the delivery of a verified statement to such court,  
8 if the will of such decedent is lost, destroyed, suppressed or otherwise not available, setting forth  
9 the reason such will is not available and setting forth the provisions of such will so far as known;  
10 and

11 (2) One of the following:

12 (a) An affidavit pursuant to section 473.097, which requests such will be admitted to  
13 probate; or

14 (b) A petition which seeks to have such will admitted to probate; or

15 (c) An authenticated copy of the order admitting such will to probate in any state,  
16 territory or district of the United States, other than this state.

17 3. No proof shall be taken of any will nor a certificate of probate thereof issued unless  
18 such will has been presented within the applicable time set forth as follows:

19 (1) In cases where notice has previously been given in accordance with section 473.033  
20 of the granting of letters on the estate of such testator, within six months after the date of the first  
21 publication of the notice of granting of letters, or within thirty days after the commencement of  
22 an action under section 473.083 to establish or contest the validity of a will of the testator named  
23 in such will, whichever later occurs;

24 (2) In cases where notice has not previously been given in accordance with section  
25 473.033 of the granting of letters on the estate of testator, within one year after the date of death  
26 of the testator;

27 (3) In cases involving a will admitted to probate in any state, territory or district of the  
28 United States, other than this state, which was the decedent's domicile, at any time during the  
29 course of administration of the decedent's domiciliary estate in such other state, territory or  
30 district of the United States.

31 4. A will presented for probate within the time limitations provided in subsection 3 of  
32 this section may be exhibited to be proven, and proof received and administration granted on  
33 such will at any time after such presentation.

34           5. A will not presented for probate within the time limitations provided in subsection 3  
35 of this section is forever barred from admission to probate in this state.

36           6. Except as provided in **subsection 4 of this section and** section 537.021, no letters of  
37 administration shall be issued unless application is made to the court for such letters within one  
38 year from the date of death of the decedent.

          475.125. 1. The court may make orders for the management of the estate of the protectee  
2 for the care, education, treatment, habilitation, **respice**, support and maintenance of the protectee  
3 and for the maintenance of his **or her** family and education of his **or her** children, according to  
4 his **or her** means and obligation, if any, out of the proceeds of his **or her** estate, and may direct  
5 that payments for such purposes shall be made weekly, monthly, quarterly, semiannually or  
6 annually. The payments ordered under this section may be decreased or increased from time to  
7 time as ordered by the court.

8           2. Appropriations for any such purposes, expenses of administration and allowed claims  
9 shall be paid from the property or income of the estate. The court may authorize the conservator  
10 to borrow money and obligate the estate for the payment thereof if the court finds that funds of  
11 the estate for the payment of such obligation will be available within a reasonable time and that  
12 the loan is necessary. If payments are made to another under the order of the court, the  
13 conservator of the estate is not bound to see to the application thereof.

14           3. In acting under this section the court shall take into account any duty imposed by law  
15 or contract upon a parent or spouse of the protectee, a government agency, a trustee, or other  
16 person or corporation, to make payments for the benefit of or provide support, education, care,  
17 treatment, habilitation, **respice**, maintenance or safekeeping of the protectee and his **or her**  
18 dependents. The guardian of the person and the conservator of the estate shall endeavor to  
19 enforce any such duty.

          513.430. 1. The following property shall be exempt from attachment and execution to  
2 the extent of any person's interest therein:

3           (1) Household furnishings, household goods, wearing apparel, appliances, books,  
4 animals, crops or musical instruments that are held primarily for personal, family or household  
5 use of such person or a dependent of such person, not to exceed three thousand dollars in value  
6 in the aggregate;

7           (2) A wedding ring not to exceed one thousand five hundred dollars in value and other  
8 jewelry held primarily for the personal, family or household use of such person or a dependent  
9 of such person, not to exceed five hundred dollars in value in the aggregate;

10           (3) Any other property of any kind, not to exceed in value six hundred dollars in the  
11 aggregate;

12 (4) Any implements or professional books or tools of the trade of such person or the  
13 trade of a dependent of such person not to exceed three thousand dollars in value in the  
14 aggregate;

15 (5) Any motor vehicles, not to exceed three thousand dollars in value in the aggregate;

16 (6) Any mobile home used as the principal residence but not attached to real property  
17 in which the debtor has a fee interest, not to exceed five thousand dollars in value;

18 (7) Any one or more unmaturred life insurance contracts owned by such person, other  
19 than a credit life insurance contract, and up to fifteen thousand dollars of any matured life  
20 insurance proceeds for actual funeral, cremation, or burial expenses where the deceased is the  
21 spouse, child, or parent of the beneficiary;

22 (8) The amount of any accrued dividend or interest under, or loan value of, any one or  
23 more unmaturred life insurance contracts owned by such person under which the insured is such  
24 person or an individual of whom such person is a dependent; provided, however, that if  
25 proceedings under Title 11 of the United States Code are commenced by or against such person,  
26 the amount exempt in such proceedings shall not exceed in value one hundred fifty thousand  
27 dollars in the aggregate less any amount of property of such person transferred by the life  
28 insurance company or fraternal benefit society to itself in good faith if such transfer is to pay a  
29 premium or to carry out a nonforfeiture insurance option and is required to be so transferred  
30 automatically under a life insurance contract with such company or society that was entered into  
31 before commencement of such proceedings. No amount of any accrued dividend or interest  
32 under, or loan value of, any such life insurance contracts shall be exempt from any claim for  
33 child support. Notwithstanding anything to the contrary, no such amount shall be exempt in such  
34 proceedings under any such insurance contract which was purchased by such person within one  
35 year prior to the commencement of such proceedings;

36 (9) Professionally prescribed health aids for such person or a dependent of such person;

37 (10) Such person's right to receive:

38 (a) A Social Security benefit, unemployment compensation or a public assistance  
39 benefit;

40 (b) A veteran's benefit;

41 (c) A disability, illness or unemployment benefit;

42 (d) Alimony, support or separate maintenance, not to exceed seven hundred fifty dollars  
43 a month;

44 (e) Any payment under a stock bonus plan, pension plan, disability or death benefit plan,  
45 profit-sharing plan, nonpublic retirement plan or any plan described, defined, or established  
46 pursuant to section 456.014, the person's right to a participant account in any deferred  
47 compensation program offered by the state of Missouri or any of its political subdivisions, or

48 annuity or similar plan or contract on account of illness, disability, death, age or length of  
49 service, to the extent reasonably necessary for the support of such person and any dependent of  
50 such person unless:

51       a. Such plan or contract was established by or under the auspices of an insider that  
52 employed such person at the time such person's rights under such plan or contract arose;

53       b. Such payment is on account of age or length of service; and

54       c. Such plan or contract does not qualify under Section 401(a), 403(a), 403(b), 408, 408A  
55 or 409 of the Internal Revenue Code of 1986, as amended, (26 U.S.C. Section 401(a), 403(a),  
56 403(b), 408, 408A or 409);

57

58 except that any such payment to any person shall be subject to attachment or execution pursuant  
59 to a qualified domestic relations order, as defined by Section 414(p) of the Internal Revenue  
60 Code of 1986, as amended, issued by a court in any proceeding for dissolution of marriage or  
61 legal separation or a proceeding for disposition of property following dissolution of marriage by  
62 a court which lacked personal jurisdiction over the absent spouse or lacked jurisdiction to  
63 dispose of marital property at the time of the original judgment of dissolution;

64       (f) Any money or assets, payable to a participant or beneficiary from, or any interest of  
65 any participant or beneficiary in, a retirement plan, profit-sharing plan, health savings plan, or  
66 similar plan, including an inherited account or plan, that is qualified under Section 401(a),  
67 403(a), 403(b), 408, 408A or 409 of the Internal Revenue Code of 1986, as amended, whether  
68 such participant's or beneficiary's interest arises by inheritance, designation, appointment, or  
69 otherwise, except as provided in this paragraph. Any plan or arrangement described in this  
70 paragraph shall not be exempt from the claim of an alternate payee under a qualified domestic  
71 relations order; however, the interest of any and all alternate payees under a qualified domestic  
72 relations order shall be exempt from any and all claims of any creditor, other than the state of  
73 Missouri through its department of social services. As used in this paragraph, the terms  
74 "alternate payee" and "qualified domestic relations order" have the meaning given to them in  
75 Section 414(p) of the Internal Revenue Code of 1986, as amended. If proceedings under Title  
76 11 of the United States Code are commenced by or against such person, no amount of funds shall  
77 be exempt in such proceedings under any such plan, contract, or trust which is fraudulent as  
78 defined in subsection 2 of section 428.024 and for the period such person participated within  
79 three years prior to the commencement of such proceedings. For the purposes of this section,  
80 when the fraudulently conveyed funds are recovered and after, such funds shall be deducted and  
81 then treated as though the funds had never been contributed to the plan, contract, or trust;

82 (11) The debtor's right to receive, or property that is traceable to, a payment on account  
83 of the wrongful death of an individual of whom the debtor was a dependent, to the extent  
84 reasonably necessary for the support of the debtor and any dependent of the debtor;

85 (12) **Firearms, firearm accessories, and ammunition, not to exceed one thousand**  
86 **five hundred dollars in value in the aggregate.**

87 2. Nothing in this section shall be interpreted to exempt from attachment or execution  
88 for a valid judicial or administrative order for the payment of child support or maintenance any  
89 money or assets, payable to a participant or beneficiary from, or any interest of any participant  
90 or beneficiary in, a retirement plan which is qualified pursuant to Section 408A of the Internal  
91 Revenue Code of 1986, as amended.

**515.500. Sections 515.500 to 515.665 may be cited as the "Missouri Commercial  
2 Receivership Act".**

**515.505. As used in sections 515.500 to 515.665, the following terms shall mean:**

2 (1) **"Affiliate":**

3 (a) **A person that directly or indirectly owns, controls, or holds with power to vote**  
4 **twenty percent or more of the outstanding voting interests of a debtor, other than:**

5 **a. An entity that holds such securities in a fiduciary or agency capacity without sole**  
6 **discretionary power to vote such interests; or**

7 **b. Solely to secure a debt, if such entity has not in fact exercised such power to vote;**

8 (b) **A person whose business is operated under a lease or operating agreement by**  
9 **a debtor, or a person substantially all of whose property is operated under an operating**  
10 **agreement with a debtor; or**

11 (c) **A person that directly or indirectly operates the business or substantially all of**  
12 **the property of the debtor under a lease or operating agreement or similar arrangement;**

13 (2) **"Claim", a right to payment whether or not such right is reduced to judgment,**  
14 **liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed,**  
15 **legal, equitable, secured or unsecured, or a right to an equitable remedy for breach of**  
16 **performance if such breach gives rise to a right to payment, whether or not such right to**  
17 **an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured,**  
18 **disputed, undisputed, secured, or unsecured;**

19 (3) **"Court", a circuit court of the state of Missouri before which an application to**  
20 **appoint a receiver under sections 515.500 to 515.665 has been made or granted, or before**  
21 **which a receivership action under sections 515.500 to 515.665 is pending;**

22 (4) **"Creditor", a person that has a claim against the debtor that arose at the time**  
23 **of or before the appointment of a receiver pursuant to sections 515.500 to 515.665;**

24 (5) **"Debt", liability on a claim;**

25           **(6) "Debtor", a person as to which a receiver is sought to be appointed or a court**  
26 **appoints pursuant to sections 515.500 to 515.665, a person who owns property as to which**  
27 **a receiver is sought to be appointed or a court appoints a receiver pursuant to sections**  
28 **515.500 to 515.665, a person as to which a receiver has been appointed by a court in a**  
29 **foreign jurisdiction, or a person who owns property as to which a receiver has been**  
30 **appointed by a court in a foreign jurisdiction;**

31           **(7) "Entity", a person other than a natural person;**

32           **(8) "Estate property", property as to which a court appoints a receiver pursuant**  
33 **to sections 515.500 to 515.665;**

34           **(9) "Executory contract", a contract, including a lease, where the obligations of the**  
35 **debtor and the counter party or counter parties to the contract are unperformed to the**  
36 **extent that the failure of either party to complete performance of its obligations would**  
37 **constitute a material breach of the contract, thereby excusing the other party's**  
38 **performance of its obligations under the contract;**

39           **(10) "Foreign jurisdiction", any state or federal jurisdiction other than that of this**  
40 **state;**

41           **(11) "Insolvent", a financial status or condition such that the sum of the person's**  
42 **debts is greater than the value of such person's property, at fair valuation;**

43           **(12) "Lien", a charge against property or an interest in property to secure payment**  
44 **of a debt or performance of an obligation whether created voluntarily or by operation of**  
45 **law;**

46           **(13) "Notice and a hearing", such notice as is appropriate and an opportunity for**  
47 **hearing if one is requested. Absent request for hearing by an appropriate person or party**  
48 **in interest, the term notice and a hearing does not indicate a requirement for an actual**  
49 **hearing unless the court so orders;**

50           **(14) "Party", a person who is a party to the action, becomes a party to the action,**  
51 **or shall be joined or shall be allowed to intervene in the action pursuant to the rules of the**  
52 **Missouri supreme court, including, without limitation, any person needed for just**  
53 **adjudication of the action;**

54           **(15) "Party in interest", the debtor, any party, the receiver, any person with an**  
55 **ownership interest in or lien against estate property or property sought to become estate**  
56 **property, any person that, with respect to particular matters presented in the receivership,**  
57 **has an interest that will be affected, and, in a general receivership, any creditor of the**  
58 **debtor;**

59           **(16) "Person", includes natural persons, partnerships, limited liability companies,**  
60 **corporations, and other entities recognized under the laws of this state;**

61           (17) "Property", any right, title, and interest, of the debtor, whether legal or  
62 equitable, tangible or intangible, in real and personal property, regardless of the manner  
63 by which such rights were or are acquired, but does not include property of an individual  
64 person exempt from execution under the laws of this state; provided however, that estate  
65 property includes any nonexempt interest in property that is partially exempt. Property  
66 includes, but is not limited to, any proceeds, products, offspring, rents, or profits of or from  
67 property. Property does not include any power that a debtor may exercise solely for the  
68 benefit of another person or property impressed with a trust except to the extent that the  
69 debtor has a residual interest;

70           (18) "Receiver", a receiver appointed by a court pursuant to sections 515.500 to  
71 515.665;

72           (19) "Receivership", the estate created pursuant to the court's order or orders  
73 appointing a receiver pursuant to sections 515.500 to 515.665, including all estate property  
74 and the interests, rights, powers, and duties of the receiver and all parties in interest  
75 relating to estate property;

76           (20) "Receivership action", the action as to which a receiver is sought to be  
77 appointed or a court appoints a receiver pursuant to sections 515.500 to 515.665;

78           (21) "Secured creditor", a creditor that has a security interest or other lien on  
79 estate property.

**515.510. 1. To the extent the appointment of a receiver is not otherwise provided**  
2 **for pursuant to sections 49.555, 82.1026, 91.730, 198.099, 257.450, 276.501, 287.360,**  
3 **287.875, 351.498, 351.1189, 354.357, 354.480, 355.736, 369.354, 370.154, 375.650, 375.954,**  
4 **375.1166, 375.1176, 379.1336, 379.1418, 382.409, 393.145, 407.100, 425.030, 441.510,**  
5 **443.893, 513.105, 513.110, 521.310, 537.500, 630.763, or any other statute providing for the**  
6 **appointment of a receiver or administration of a receivership estate in specific**  
7 **circumstances, the court or any judge thereof in vacation, shall have the power to appoint**  
8 **a receiver, whenever such appointment shall be deemed necessary, whose duty it shall be**  
9 **to keep and preserve any money or other thing deposited in court, or that may be subject**  
10 **of a tender, and to keep and preserve all property and protect any business or business**  
11 **interest entrusted to the receiver pending any legal or equitable action concerning the**  
12 **same, subject to the order of the court, including in the following instances:**

13           (1) In an action brought to dissolve an entity the court may appoint a receiver with  
14 the powers of a custodian to manage the business affairs of the entity and to wind up and  
15 liquidate the entity;

16           (2) In an action in which the person seeking appointment of a receiver has a lien  
17 on or interest in property or its revenue-producing potential, and either:

18           **(a) The appointment of a receiver with respect to the property or its revenue-**  
19 **producing potential is necessary to keep and preserve the property or its revenue-**  
20 **producing potential or to protect any business or business interest concerning the property**  
21 **or its revenue-producing potential; or**

22           **(b) The appointment of a receiver with respect to the property or its revenue-**  
23 **producing potential is provided for by a valid and enforceable contract or contract**  
24 **provision; or**

25           **(c) The appointment of a receiver is necessary to effectuate or enforce an**  
26 **assignment of rents or other revenues from the property;**

27           **(3) After judgment, in order to give effect to the judgment, provided that the party**  
28 **seeking the appointment demonstrates it has no other adequate remedy to enforce the**  
29 **judgment;**

30           **(4) To dispose of property according to provisions of a judgment dealing with its**  
31 **disposition;**

32           **(5) To the extent that property is not exempt from execution, at the instance of a**  
33 **judgment creditor either before or after the issuance of any execution, to preserve or**  
34 **protect it, or prevent its transfer;**

35           **(6) If and to the extent that property is subject to execution to satisfy a judgment,**  
36 **to preserve the property during the pendency of an appeal, or when an execution has been**  
37 **returned unsatisfied, or when an order requiring a judgment debtor to appear for**  
38 **proceedings supplemental to judgment has been issued and the judgment debtor fails to**  
39 **submit to examination as ordered;**

40           **(7) Upon attachment of real or personal property when the property attached is of**  
41 **a perishable nature or is otherwise in danger of waste, impairment, or destruction or where**  
42 **a debtor has absconded with, secreted, or abandoned the property, and it is necessary to**  
43 **collect, conserve, manage, control, or protect it, or to dispose of it promptly, or when the**  
44 **court determines that the nature of the property or the exigency of the case otherwise**  
45 **provides cause for the appointment of a receiver;**

46           **(8) In an action by a transferor of real or personal property to avoid or rescind the**  
47 **transfer on the basis of fraud, or in an action to subject property or a fund to the payment**  
48 **of a debt;**

49           **(9) In an action against any entity if that person is insolvent or is not generally**  
50 **paying the entity's debts as those debts become due unless they are the subject of bona fide**  
51 **dispute;**

52           **(10) In an action where a mortgagee has posted and the court has approved a**  
53 **redemption bond as provided pursuant to section 443.440;**

54           **(11) If a general assignment for the benefit of creditors has been made;**

55           **(12) Pursuant to the terms of a valid and enforceable contract or contract provision**  
56 **providing for the appointment of a receiver, other than pursuant to a contract or contract**  
57 **provision providing for the appointment of a receiver with respect to the primary residence**  
58 **of a debtor who is a natural person;**

59           **(13) To enforce a valid and enforceable contractual assignment of rents or other**  
60 **revenue from the property; and**

61           **(14) To prevent irreparable injury to the person or persons requesting the**  
62 **appointment of a receiver with respect to the debtor's property.**

63           **2. A court of this state shall appoint as receiver of property located in this state a**  
64 **person appointed in a foreign jurisdiction as receiver with respect to the property**  
65 **specifically or with respect to the debtor's property generally, upon the application of the**  
66 **receiver appointed in the foreign jurisdiction or of any party to that foreign action, and**  
67 **following the appointment shall give effect to orders, judgments, and decrees of the court**  
68 **in the foreign jurisdiction affecting the property in this state held by a receiver appointed**  
69 **in the foreign jurisdiction, unless the court determines that to do so would be manifestly**  
70 **unjust or manifestly inequitable. The venue of such an action may be any county in which**  
71 **the debtor resides or maintains any office, or any county in which any property over which**  
72 **a receiver is to be appointed is located at the time the action is commenced.**

73           **3. At least seven days' notice of any application for the appointment of a receiver**  
74 **shall be given to the debtor and to all other parties to the action in which the request for**  
75 **appointment of a receiver is sought, and to all other parties in interest as the court may**  
76 **require. If any execution by a judgment creditor or any application by a judgment creditor**  
77 **for the appointment of a receiver with respect to property over which the appointment of**  
78 **a receiver is sought is pending in any other action at the time the application is made, then**  
79 **notice of the application for the receiver's appointment also shall be given to the judgment**  
80 **creditor in the other action. The court may shorten or expand the period for notice of an**  
81 **application for the appointment of a receiver upon good cause shown.**

82           **4. The order appointing a receiver shall reasonably describe the property over**  
83 **which the receiver is to take charge, by category, individual items, or both if the receiver**  
84 **is to take charge of less than substantially all of the debtor's property. If the order**  
85 **appointing a receiver does not expressly limit the receiver's authority to designated**  
86 **property or categories of property of the owner, the receiver shall be deemed a general**  
87 **receiver with authority to take charge over all of the debtor's property, wherever located.**

88           **5. The court may condition the appointment of a receiver upon the giving of**  
89 **security by the person seeking the appointment of a receiver, in such amount as the court**

90 may specify, for the payment of costs and damages incurred or suffered by any person  
91 should it later be determined that the appointment of the receiver was wrongfully obtained.

92       **6. The appointment of a receiver is not required to be relief ancillary or in addition**  
93 **to any other claim, and may be sought as an independent claim and remedy.**

94       **7. Sections 515.500 to 515.665 shall not apply to persons or entities who are, or who**  
95 **should be, regulated as public utilities by the public service commission.**

**515.515. A receiver shall be either a general receiver or a limited receiver. A**  
2 **receiver shall be a general receiver if the receiver is appointed to take possession and**  
3 **control of all or substantially all of a debtor's property and provided the power to liquidate**  
4 **such property. A receiver shall be a limited receiver if the receiver is appointed to take**  
5 **possession and control of only limited or specific property of a debtor, whether to preserve**  
6 **or to liquidate such property. A receiver appointed at the request of a person having a lien**  
7 **on or interest in specific property that constitutes all or substantially all of a debtor's**  
8 **property may be either a general receiver or a limited receiver. The court shall specify in**  
9 **the order appointing a receiver whether the receiver is appointed as a general receiver or**  
10 **as a limited receiver. The court by order, upon notice and a hearing, may convert either**  
11 **a general receiver into a limited receiver or a limited receiver into a general receiver for**  
12 **good cause shown. In the absence of a clear designation by the court of the type of receiver**  
13 **appointed, whether limited or general, the receiver shall be presumed to be a general**  
14 **receiver and shall have the rights, powers, and duties attendant thereto.**

**515.520. 1. Upon entry of an order appointing a receiver or upon conversion of a**  
2 **limited receiver to a general receiver pursuant to section 515.515 and within ten business**  
3 **days thereof, or within such additional time as the court may allow, the receiver shall give**  
4 **notice of the appointment or conversion to all parties in interest, including the secretary**  
5 **of state for the state of Missouri, and state and federal taxing authorities. Such notice shall**  
6 **be made by first class mail and proof of service thereof shall be filed with the court. The**  
7 **content of such notice shall include:**

- 8       **(1) The caption reflecting the action in which the receiver is appointed;**
- 9       **(2) The date the action was filed;**
- 10       **(3) The date the receiver was appointed;**
- 11       **(4) The name, address, and contact information of the appointed receiver;**
- 12       **(5) Whether the receiver is a limited or general receiver;**
- 13       **(6) A description of the estate property;**
- 14       **(7) The debtor's name and address and the name and address of the attorney for**  
15 **the debtor, if any;**
- 16       **(8) The court address at which pleadings, motions, or other papers may be filed;**

17           **(9) Such additional information as the court directs; and**

18           **(10) A copy of the court's order appointing the receiver.**

19           **2. A general receiver shall also give notice of the receivership by publication in a**  
20 **newspaper of general circulation published in the county or counties in which estate**  
21 **property is known to be located once a week for three consecutive weeks. The first notice**  
22 **shall be published within thirty days after the date of appointment of the receiver. The**  
23 **notice of the receivership shall include the date of appointment of the receiver, the name**  
24 **of the court and the action number, the last day on which claims may be filed, if established**  
25 **by the court, and the name and address of the debtor, the receiver, and the receiver's**  
26 **attorney, if any. For purposes of this section, all intangible property included as estate**  
27 **property is deemed to be located in the county in which the debtor, if a natural person,**  
28 **resides, or in which the debtor, if an entity, maintains its principal administrative offices.**

29           **3. The debtor shall cooperate with all reasonable requests for information from the**  
30 **receiver for purposes of assisting the receiver in providing notice pursuant to subsection**  
31 **1 of this section. In the court's discretion, the failure of such debtor to cooperate with any**  
32 **reasonable request for information may be punished as a contempt of court.**

**515.525. Except as provided in sections 515.500 to 515.665 or otherwise by statute,**  
2 **any person, whether or not a resident of this state, may serve as a receiver. A person may**  
3 **not be appointed as a receiver, and shall be replaced as receiver if already appointed, if it**  
4 **should appear to the court that the person:**

5           **(1) Has been found guilty of a felony or other crime involving moral turpitude or**  
6 **is controlled by a person who has been convicted of a felony or other crime involving moral**  
7 **turpitude;**

8           **(2) Is a party to the action, or is a parent, grandparent, grandchild, sibling, partner,**  
9 **director, officer, agent, attorney, employee, secured or unsecured creditor or lienor of, or**  
10 **holder of any equity interest in, or controls or is controlled by, the debtor, or who is the**  
11 **agent, affiliate, or attorney of any disqualified person;**

12           **(3) Has an interest materially adverse to the interest of persons to be affected by**  
13 **the receivership generally; or**

14           **(4) Is a sheriff of any county.**

**515.530. Except as otherwise provided for by statute or court rule, before entering**  
2 **upon duties of receiver, a receiver shall execute a bond with one or more sureties approved**  
3 **by the court, in the amount the court specifies, conditioned that the receiver will faithfully**  
4 **discharge the duties of receiver in accordance with orders of the court and state law.**  
5 **Unless otherwise ordered by the court, the receiver's bond runs in favor of all persons**

6 **having an interest in the receivership proceeding or property held by the receiver and in**  
7 **favor of state agencies.**

2 **515.535. As of the time of appointment, and subject to the provisions of subdivision**  
3 **(3) of subsection 3 of section 515.575, the receiver shall have the powers and priority as if**  
4 **it were a creditor that obtained a judicial lien at the time of appointment on all of the**  
5 **debtor's property that is subject to the receivership, subject to satisfaction of recording**  
6 **requirements as to real property pursuant to paragraph (c) of subsection 2 of section**  
7 **515.545.**

2 **515.540. 1. Except as otherwise provided for by sections 515.500 to 515.665, the**  
3 **court in all cases has exclusive authority over the receiver, and the exclusive possession and**  
4 **right of control with respect to all real property and all tangible and intangible personal**  
5 **property with respect to which the receiver is appointed, wherever located, and the**  
6 **exclusive authority to determine all controversies relating to the collection, preservation,**  
7 **application, and distribution of all property, and all claims against the receiver arising out**  
8 **of the exercise of the receiver's powers or the performance of the receiver's duties.**  
9 **However, the court does not have exclusive authority over actions in which a state agency**  
10 **is a party and in which jurisdiction or venue is vested elsewhere.**

11 **2. For good cause shown, the court has power to shorten or expand the time frames**  
12 **specified in sections 515.500 to 515.665.**

13 **515.545. 1. A receiver has the following powers and authority:**

2 **(1) To incur or pay expenses incidental to the receiver's preservation and use of**  
3 **estate property, and otherwise in the performance of the receiver's duties, including the**  
4 **power to pay obligations incurred prior to the receiver's appointment if and to the extent**  
5 **that payment is determined by the receiver to be prudent in order to preserve the value of**  
6 **estate property and the funds used for this purpose are not subject to any lien or right of**  
7 **setoff in favor of a creditor who has not consented to the payment and whose interest is not**  
8 **otherwise adequately protected;**

9 **(2) If the appointment applies to all or substantially all of the property of an**  
10 **operating business or any revenue-producing property of the debtor, to do all the things**  
11 **which the owner of the business or property may do in the exercise of ordinary business**  
12 **judgment, or in the ordinary course of the operation of the business as a going concern or**  
13 **use of the property including, but not limited to, the purchase and sale of goods or services**  
14 **in the ordinary course of such business, and the incurring and payment of expenses of the**  
15 **business or property in the ordinary course;**

16 **(3) To assert any rights, claims, or choses in action of the debtor, if and to the extent**  
17 **that the rights, claims, or choses in action are themselves property within the scope of the**

18 appointment or relate to any estate property, to maintain in the receiver's name or in the  
19 name of the debtor any action to enforce any right, claim, or chose in action, and to  
20 intervene in actions in which the debtor is a party for the purpose of exercising the powers  
21 under this subsection;

22 (4) To intervene in any action in which a claim is asserted against the debtor, for  
23 the purpose of prosecuting or defending the claim and requesting the transfer of venue of  
24 the action to the court appointing the receiver. However, the court shall not transfer  
25 actions in which a state agency is a party and as to which a statute expressly vests  
26 jurisdiction or venue elsewhere. This power is exercisable with court approval by a limited  
27 receiver, and with or without court approval by a general receiver;

28 (5) To assert rights, claims, or choses in action of the receiver arising out of  
29 transactions in which the receiver is a participant;

30 (6) To pursue in the name of the receiver any claim under sections 428.005 to  
31 428.059 assertable by any creditor of the debtor, if pursuit of the claim is determined by  
32 the receiver to be appropriate in the exercise of the receiver's business judgment;

33 (7) To seek and obtain advice or instruction from the court with respect to any  
34 course of action with respect to which the receiver is uncertain in the exercise of the  
35 receiver's powers or the discharge of the receiver's duties;

36 (8) To obtain appraisals with respect to estate property;

37 (9) To compel by subpoena any person to submit to an examination under oath, in  
38 the manner of a deposition in accordance with rule 57.03 of the Missouri rules of civil  
39 procedure, with respect to estate property or any other matter that may affect the  
40 administration of the receivership;

41 (10) To use, sell, or lease property other than in the ordinary course of business  
42 pursuant to section 515.645, and to execute in the debtor's stead such documents,  
43 conveyances, and borrower consents as may be required in connection therewith; and

44 (11) All other powers as may be conferred upon the receiver specifically by sections  
45 515.500 to 515.665, by statute, court rule, or by the court.

46 2. A receiver has the following duties:

47 (1) The duty to notify all federal and state taxing and applicable regulatory  
48 agencies of the receiver's appointment in accordance with any applicable laws imposing  
49 this duty, including but not limited to, 26 U.S.C. Section 6036;

50 (2) The duty to comply with state law;

51 (3) If a receiver is appointed with respect to any real property, the duty to record  
52 as soon as practicable within the land records in any county in which such real property  
53 may be situated a notice of lis pendens as provided in section 527.260, together with a

54 certified copy of the order of appointment, together with a legal description of the real  
55 property if one is not included in that order; and

56 (4) Other duties as may be required specifically by sections 515.500 to 515.665, by  
57 statute, court rule, or by the court.

58 3. The various powers, authorities, and duties of a receiver provided by sections  
59 515.500 to 515.665 may be expanded, modified, or limited by order of the court.

515.550. 1. Upon demand by a receiver, any person, including the debtor, shall  
2 turn over any estate property that is within the possession or control of that person unless  
3 otherwise ordered by the court for good cause shown. A receiver by motion may seek to  
4 compel turnover of estate property as against any person over which the court first  
5 establishes jurisdiction, unless there exists a bona fide dispute with respect to the existence  
6 or nature of the receiver's possessory interest in the estate property, in which case turnover  
7 shall be sought by means of a legal action. In the absence of a bona fide dispute with  
8 respect to the receiver's right to possession of estate property, the failure to relinquish  
9 possession and control to the receiver shall be punishable as a contempt of the court.

10 2. Should the court after notice and a hearing pursuant to subsection 1 of this  
11 section order the turnover of property to the receiver, the party against which such order  
12 is made shall have the right to deliver a bond executed by such party as principal together  
13 with one or more sufficient sureties providing that the principal and each such surety shall  
14 each be bound to the receiver in double the amount of the value of the property to be  
15 turned over, should the property not be turned over to the receiver when such order  
16 becomes final. Absent such bond, the property ordered to be turned over to the receiver  
17 shall be immediately turned over to the receiver within ten days of the entry of such order.

515.555. 1. In addition to other duties and requirements set forth in sections  
2 515.500 to 515.665 and as ordered by the court, the debtor shall:

3 (1) Within fourteen days of the appointment of a general receiver, make available  
4 for inspection by the receiver during normal business hours all information and data  
5 required to be filed with the court pursuant to section 515.560, in the form and manner the  
6 same are maintained in the ordinary course of the debtor's business;

7 (2) Assist and cooperate fully with the receiver in the administration of the estate  
8 and the discharge of the receiver's duties, and comply with all orders of the court;

9 (3) Supply to the receiver information necessary to enable the receiver to complete  
10 any schedules or reports that the receiver may be required to file with the court, and  
11 otherwise assist the receiver in the completion of the schedules;

12 (4) Upon the receiver's appointment, deliver into the receiver's possession all the  
13 property of the receivership estate in the person's possession, custody, or control,

14 including, but not limited to, all accounts, books, papers, records, and other documents;  
15 and

16 (5) Following the receiver's appointment, submit to examination by the receiver,  
17 or by any other person upon order of the court, under oath, concerning the acts, conduct,  
18 property, liabilities, and financial condition of that person or any matter relating to the  
19 receiver's administration of the estate.

20 2. When the debtor is an entity, each of the officers, directors, managers, members,  
21 partners, or other individuals exercising or having the power to exercise control over the  
22 affairs of the entity are subject to the requirements of this section.

515.560. 1. Within thirty days after the date of appointment of a general receiver,  
2 the debtor shall file with the court and submit to the receiver the following schedules:

3 (1) A true list of all of the known creditors and applicable regulatory and taxing  
4 agencies of the debtor, including the mailing addresses for each, the amount and nature of  
5 their claims, and whether their claims are disputed; and

6 (2) A true list of all estate property, including the estimated liquidation value and  
7 location of the property and, if real property, a legal description thereof, as of the date of  
8 appointment of the receiver.

9 2. The Missouri supreme court may from time to time prescribe by court rule the  
10 schedules to be filed in receiverships as the supreme court shall deem appropriate to the  
11 effective administrations of sections 515.500 to 515.665.

515.565. 1. A receiver shall not be obligated to obtain any appraisal or other  
2 independent valuation of property in the receiver's possession unless ordered by the court  
3 to do so.

4 2. A court may order the receiver to file such additional schedules, reports of assets,  
5 liabilities, claims, or inventories as necessary and proper.

6 3. Whenever a list or schedule required pursuant to this section is not prepared and  
7 filed as required by the debtor, the court may order the receiver, a petitioning creditor, or  
8 such other person as the court in its discretion deems appropriate to prepare and file such  
9 list or schedule within a time fixed by the court. The court may approve reimbursement  
10 of the cost incurred in complying with such order as an administrative expense.

515.570. 1. A general receiver shall file with the court a monthly report of the  
2 receiver's operations and financial affairs unless otherwise ordered by the court. Except  
3 as otherwise ordered by the court, each report of a general receiver shall be due by the last  
4 day of the subsequent month and shall include the following:

5 (1) A balance sheet;

6 (2) A statement of income and expenses;

- 7           **(3) A statement of cash receipts and disbursements;**  
8           **(4) A statement of accrued accounts receivable of the receiver;**  
9           **(5) A statement disclosing amounts considered to be uncollectable;**  
10          **(6) A statement of accounts payable of the receiver, including professional fees.**  
11 **Such statement shall list the name of each creditor and the amounts owing and remaining**  
12 **unpaid over thirty days; and**  
13          **(7) A tax disclosure statement, which shall list post filing taxes due or tax deposits**  
14 **required, the name of the taxing agency, the amount due, the date due, and an explanation**  
15 **for any failure to make payments or deposits.**

16          **2. A limited receiver shall file with the court all such reports as the court may**  
17 **require.**

**515.575. 1. Except as otherwise ordered by the court, the entry of an order**  
2 **appointing a general receiver shall operate as a stay, applicable to all persons, of:**

- 3           **(1) The commencement or continuation, including the issuance, employment, or**  
4 **service of process, of a judicial, administrative, or other action or proceeding against the**  
5 **debtor that was or could have been commenced before the entry of the order of**  
6 **appointment, or to recover a claim against the debtor that arose before the entry of the**  
7 **order of appointment;**  
8           **(2) The enforcement against the debtor or any estate property of a judgment**  
9 **obtained before the order of appointment;**  
10          **(3) Any act to obtain possession of estate property from the receiver, or to interfere**  
11 **with, or exercise control over, estate property;**  
12          **(4) Any act to create, perfect, or enforce any lien or claim against estate property**  
13 **except by exercise of a right of setoff, to the extent that the lien secures a claim against the**  
14 **debtor that arose before the entry of the order of appointment; or**  
15          **(5) Any act to collect, assess, or recover a claim against the debtor that arose before**  
16 **the entry of the order of appointment.**

17          **2. The stay shall automatically expire as to the acts specified in subdivisions (1), (2)**  
18 **and (3) of subsection 1 of this section sixty days after the entry of the order of appointment**  
19 **unless before the expiration of the sixty-day period the debtor or receiver, for good cause**  
20 **shown, obtains an order of the court extending the stay, after notice and a hearing. A**  
21 **person whose action or proceeding is stayed by motion to the court may seek relief from**  
22 **the stay for good cause shown. Any judgment obtained against the debtor or estate**  
23 **property following the entry of the order of appointment is not a lien against estate**  
24 **property unless the receivership is terminated prior to a conveyance of the property**  
25 **against which the judgment would otherwise constitute a lien.**

26           **3. The entry of an order appointing a receiver does not operate as a stay of:**

27           **(1) The commencement or continuation of a criminal proceeding against the**  
28 **debtor;**

29           **(2) The commencement or continuation of an action or proceeding to establish**  
30 **paternity, or to establish or modify an order for alimony, maintenance, or support, or to**  
31 **collect alimony, maintenance, or support under any order of a court;**

32           **(3) Any act to perfect or to maintain or continue the perfection of an interest in**  
33 **estate property pursuant to any generally applicable Missouri law that permits perfection**  
34 **of an interest in property to be effective against an entity that acquires rights in such**  
35 **property before the date of perfection. Such right to perfect an interest in estate property**  
36 **includes any act to perfect an interest in purchase money collateral pursuant to sections**  
37 **400.9-301 to 400.9-339, perfection of a lien that may be placed against real property under**  
38 **the provisions of chapter 429, or the assertion of a right to continue in possession of any**  
39 **estate property that is in the possession of a person entitled to retain possession of such**  
40 **property pending payment for work performed with respect to such property. If**  
41 **perfection of an interest would otherwise require seizure of the property involved or the**  
42 **commencement of an action, the perfection shall instead be accomplished by filing, and by**  
43 **serving upon the receiver, or receiver's counsel, if any, notice of the interest within the time**  
44 **fixed by law for seizure or commencement;**

45           **(4) The commencement or continuation of an action or proceeding by a**  
46 **governmental unit to enforce its police or regulatory power;**

47           **(5) The enforcement of a judgment, other than a money judgment, obtained in an**  
48 **action or proceeding by a governmental unit to enforce its police or regulatory power, or**  
49 **with respect to any licensure of the debtor;**

50           **(6) The exercise of a right of setoff, including but not limited to, any right of a**  
51 **commodity broker, forward contract merchant, stockbroker, financial institution, or**  
52 **securities clearing agency to set off a claim for a margin payment or settlement payment**  
53 **arising out of a commodity contract, forward contract, or securities contract against cash,**  
54 **securities, or other property held or due from the commodity broker, forward contract**  
55 **merchant, stockbroker, financial institution, or securities clearing agency to margin,**  
56 **guarantee, secure, or settle the commodity contract, forward contract, or securities**  
57 **contract, and any right of a swap participant to set off a claim for a payment due to the**  
58 **swap participant under or in connection with a swap agreement against any payment due**  
59 **from the swap participant under or in connection with the swap agreement or against cash,**  
60 **securities, or other property of the debtor held by or due from the swap participant to**  
61 **guarantee, secure, or settle the swap agreement;**

62           **(7) The establishment by a governmental unit of any tax liability and any appeal**  
63 **thereof; or**

64           **(8) Any action pending in a court other than that in which the receiver is appointed**  
65 **until transcription of the order appointing the receiver or extending the stay is made to the**  
66 **other court in which an action against the debtor is pending.**

67           **4. For the purposes of subdivision (8) of subsection 3 of this section, the receiver or**  
68 **any party in interest is authorized to cause to be transcribed any order appointing a**  
69 **receiver or extending the stay to any and all courts in which any action against a debtor**  
70 **is pending in this state. A court that receives a transcript of an order of receivership or**  
71 **extension of stay may on its own order sua sponte transfer the matter before the court to**  
72 **the court issuing an order of receivership.**

**515.580. 1. A public utility, as defined in section 386.020, providing service to estate**  
2 **property may not alter, refuse, or discontinue service to the property without first giving**  
3 **the receiver fifteen days' notice, or such other notice as may be required by the rules of the**  
4 **public service commission for a customer of that class, of any default or intention to alter,**  
5 **refuse, or discontinue service to estate property. This section does not prohibit the court,**  
6 **upon motion by the receiver, to prohibit the alteration or cessation of utility service if the**  
7 **receiver can furnish adequate assurance of payment in the form of deposit or other**  
8 **security for service to be provided after entry of the order appointing the receiver.**

9           **2. Any public utility regulated by the public service commission which violates this**  
10 **section shall be subject to appropriate remedial measures by the commission upon**  
11 **receiving notice that the utility has violated the provisions of this section.**

12           **3. When a utility service provider not regulated by the public service commission**  
13 **violates this section, upon direction of the court, an action may be brought by the receiver**  
14 **against the utility to enforce compliance with the provisions of this section.**

**515.585. 1. A receiver may assume or reject any executory contract or unexpired**  
2 **lease of the debtor upon order of the court following notice and a hearing, which shall**  
3 **include notice to persons party to the executory contract or unexpired lease to be assumed**  
4 **or rejected. The court may condition assumption or rejection of any executory contract**  
5 **or unexpired lease on the terms and conditions the court believes are just and proper under**  
6 **the particular circumstances of the action. Such terms and conditions may include a**  
7 **requirement that the receiver cures or provides adequate assurance that the receiver will**  
8 **promptly cure any default. A general receiver's performance of an executory contract or**  
9 **unexpired lease prior to the court's authorization of its assumption or rejection shall not**  
10 **constitute an assumption of the executory contract or unexpired lease, or an agreement by**

11 the receiver to assume it, nor otherwise preclude the receiver thereafter from seeking the  
12 court's authority to reject it.

13       **2. Any person party to an executory contract or unexpired lease may by motion**  
14 **seek to compel the rejection thereof at any time, such rejection the court shall order in its**  
15 **discretion, and as the interests of justice may require. In determining a motion to compel**  
16 **the rejection of an executory contract or unexpired lease, the court may consider, among**  
17 **other factors:**

18       **(1) Whether rejection is in the best interests of the receivership estate and the**  
19 **interests of creditors;**

20       **(2) The extent to which the executory contract or unexpired lease burdens the**  
21 **receivership estate financially;**

22       **(3) Whether the debtor is performing or is in breach of the executory contract or**  
23 **unexpired lease;**

24       **(4) If the debtor is in breach of a financial provision of the executory contract or**  
25 **unexpired lease, the debtor's ability to cure such breach within a reasonable time; and**

26       **(5) Harm suffered by the non-debtor person party to the executory contract or**  
27 **unexpired lease that results or may result from refusing the rejection thereof.**

28       **3. Any obligation or liability incurred by a general receiver on account of the**  
29 **receiver's assumption of an executory contract or unexpired lease shall be treated as an**  
30 **expense of the receivership. A receiver's rejection of an executory contract or unexpired**  
31 **lease shall be treated as a breach of the contract or lease occurring immediately prior to**  
32 **the receiver's appointment; and the receiver's right to possess or use property pursuant to**  
33 **any executory contract or unexpired lease shall terminate upon rejection of such contract**  
34 **or lease. A non-debtor party to an executory contract or unexpired lease that is rejected**  
35 **by a receiver may take such steps as may be necessary under applicable law to terminate**  
36 **or cancel such contract or lease. The claim of a non-debtor party to an executory contract**  
37 **or unexpired lease resulting from a receiver's rejection of it shall be served upon the**  
38 **receiver within thirty days following the date the receiver gives notice of such rejection to**  
39 **such person, which notice shall indicate the right to file a claim within the thirty day**  
40 **period.**

41       **4. A receiver's power under this section to assume an executory contract or**  
42 **unexpired lease shall not be affected by any provision in such contract or lease that would**  
43 **effect or permit a forfeiture, modification, or termination of it on account of either the**  
44 **receiver's appointment, the financial condition of the debtor, or an assignment for the**  
45 **benefit of creditors by the debtor.**

46           **5. A receiver may not assume an executory contract or unexpired lease of debtor**  
47 **without the consent of the other person party to such contract or lease if:**

48           **(1) Applicable law would excuse a person, other than the debtor, from accepting**  
49 **performance from or rendering performance to anyone other than the debtor even in the**  
50 **absence of any provisions in the contract or lease expressly restricting or prohibiting an**  
51 **assignment of the person's rights or the performance of the debtor's duties;**

52           **(2) The contract or lease is a contract to make a loan or extend credit or financial**  
53 **accommodations to or for the benefit of the debtor, or to issue a security of the debtor; or**

54           **(3) The executory contract or lease expires by its own terms, or under applicable**  
55 **law prior to the receiver's assumption thereof.**

56           **6. A receiver may not assign an executory contract or unexpired lease without**  
57 **assuming it, absent the consent of the other parties to the contract or lease.**

58           **7. If the receiver rejects an executory contract or unexpired lease for:**

59           **(1) The sale of real property under which the debtor is the seller and the purchaser**  
60 **is in possession of the real property;**

61           **(2) The sale of a real property timeshare interest under which the debtor is the**  
62 **seller;**

63           **(3) The license of intellectual property rights under which the debtor is the licensor;**  
64 **or**

65           **(4) The lease of real property in which the debtor is the lessor;**  
66

67 **then the purchaser, licensee, or lessee may treat the rejection as a termination of the**  
68 **contract, license agreement, or lease, or alternatively, the purchaser, licensee, or lessee may**  
69 **remain in possession in which circumstance the purchaser, licensee, or lessee shall continue**  
70 **to perform all obligations arising thereunder as and when they may fall due, but may offset**  
71 **against any payments any damages occurring on account of the rejection after it occurs.**  
72 **The purchaser of real property in such a circumstance is entitled to receive from the**  
73 **receiver any deed or any other instrument of conveyance which the debtor is obligated to**  
74 **deliver under the executory contract when the purchaser becomes entitled to receive it, and**  
75 **the deed or instrument has the same force and effect as if given by the person. A**  
76 **purchaser, licensee, or lessee who elects to remain in possession under the terms of this**  
77 **subsection has no rights against the receiver on account of any damages arising from the**  
78 **receiver's rejection except as expressly provided for by this subsection. A purchaser of real**  
79 **property who elects to treat rejection of an executory contract as a termination has a lien**  
80 **against the interest in that real property of the debtor for the recovery of any portion of**  
81 **the purchase price that the purchaser has paid.**

82           **8. Any contract with the state shall be deemed rejected if not assumed within sixty**  
83 **days of appointment of a general receiver unless the receiver and state agency agree to its**  
84 **assumption.**

85           **9. Nothing in sections 515.500 to 515.665 affects the enforceability of anti-**  
86 **assignment prohibitions provided under contract or applicable law.**

**515.590. 1. If a receiver is authorized to operate the business of a debtor or manage**  
2 **a debtor's property, the receiver may obtain unsecured credit and incur unsecured debt**  
3 **in the ordinary course of business as an administrative expense of the receiver without**  
4 **order of the court.**

5           **2. The court after notice and a hearing may authorize a receiver to obtain credit**  
6 **or incur debt other than in the ordinary course of business. The court may allow the**  
7 **receiver to mortgage, pledge, hypothecate, or otherwise encumber estate property as**  
8 **security for repayment of any debt that the receiver may incur, including that the court**  
9 **may provide that additional credit extended to a receiver by a secured creditor of the**  
10 **debtor be afforded the same priority as the secured creditor's existing lien.**

11           **3. When determining the propriety of allowing a receiver to obtain credit or incur**  
12 **debt pursuant to subsection 2 of this section, the court shall consider the likely impact on**  
13 **the interests of unsecured creditors of the debtor.**

**515.595. 1. A receiver has the right to sue and be sued in the receiver's capacity as**  
2 **such, without leave of court, in all circumstances necessary or proper for the conduct of**  
3 **the receivership. However, an action seeking to dispossess a receiver of any estate property**  
4 **or otherwise to interfere with the receiver's management or control of any estate property**  
5 **may not be maintained or continued unless permitted by order of the court obtained upon**  
6 **notice and a hearing.**

7           **2. An action by or against a receiver is adjunct to the receivership action. The clerk**  
8 **of the court may assign or refer a case number that reflects the relationship of any action**  
9 **to the receivership action. All pleadings in an adjunct action shall include the case number**  
10 **of the receivership action as well as the adjunct action case number assigned by the clerk**  
11 **of the court. All adjunct actions shall be referred to the judge, if any, assigned to the**  
12 **receivership action.**

13           **3. A receiver may be joined or substituted as a party in any action or proceeding**  
14 **that was pending at the time of the receiver's appointment and in which the debtor is a**  
15 **party, upon application by the receiver to the court, agency, or other forum before which**  
16 **the action or proceeding is pending.**

17           **4. Venue for adjunct actions by or against a receiver shall lie in the court in which**  
18 **the receivership is pending, if the court has jurisdiction over the action. Actions in other**

19 courts in this state shall be transferred to the court upon the receiver's filing of a motion  
20 for change of venue, provided that the receiver files the motion within thirty days following  
21 service of original process upon the receiver. However, actions in other courts or forums  
22 in which a state agency is a party shall not be transferred on request of the receiver absent  
23 consent of the affected state agency or grounds provided under other applicable law.

24 5. An action by or against a receiver does not abate by reason of death or  
25 resignation or removal of the receiver, but continues against the successor receiver or  
26 against the debtor, if a successor receiver is not appointed.

27 6. Whenever the assets of any domestic or foreign corporation, that has been doing  
28 business in this state, has been placed in the hands of any general receiver and the receiver  
29 is in possession of its assets, service of all process upon the corporation may be made upon  
30 the receiver.

31 7. A judgment against a general receiver or the debtor is not a lien on estate  
32 property, nor shall any execution issue thereon. Upon entry of a judgment against a  
33 general receiver or the debtor in the court in which a general receivership is pending, or  
34 upon filing in a general receivership of a certified copy of a judgment against a general  
35 receiver or the debtor entered by another court in this state or a foreign jurisdiction, the  
36 judgment shall be treated as an allowed claim in the receivership. A judgment against a  
37 limited receiver shall be treated and has the same effect as a judgment against the debtor,  
38 except that the judgment is not enforceable against estate property unless otherwise  
39 ordered by the court upon notice and a hearing.

515.600. 1. A receiver appointed pursuant to sections 515.500 to 515.665, and the  
2 agents, attorneys, and employees of the receivership employed by the receiver pursuant to  
3 section 515.605 shall enjoy judicial immunity for acts and omissions arising out of and  
4 performed in connection with his or her official duties on behalf of the court and within  
5 the scope of his or her appointment. A person other than a successor receiver duly  
6 appointed by the court does not have a right of action against a receiver under this section  
7 to recover property or the value thereof for or on behalf of the estate except as provided  
8 in subsection 2 of this section. A successor receiver may recover only actual damages  
9 incurred by the receivership estate from a prior receiver.

10 2. A person, other than a successor receiver duly appointed by the court, shall not  
11 have the right to bring an action against a receiver or the agents, attorneys, and employees  
12 of the receivership employed by the receiver pursuant to section 515.605 for any act or  
13 omission while acting in the performance of their functions and duties in connection with  
14 the receivership unless such person first files a verified application with the appointing  
15 court requesting leave to bring such action and the court grants such application after

16 notice and hearing. The appointing court shall only approve the application to bring  
17 claims against the receiver under this section upon a prima facie showing by the person  
18 making such request that the receiver's actions are not protected by the grant of immunity  
19 set forth in subsection 1 of this section. No other court apart from the appointing court  
20 shall have the authority to review or approve the application to bring claims against the  
21 receiver under this section.

22 3. If a person requests leave to bring claims under subsection 2 of this section and  
23 such leave is denied, the court shall grant judgment in favor of the receiver for the costs  
24 of the proceeding and reasonable attorney's fee if the court finds that the position of the  
25 person was not substantially justified.

515.605. 1. The receiver, with the court's approval, may employ one or more  
2 attorneys, accountants, appraisers, auctioneers, or other professional persons that do not  
3 hold or represent an interest adverse to the receivership to represent or assist the receiver  
4 in carrying out the receiver's duties.

5 2. A person is not disqualified for employment under this section solely because of  
6 the person's employment by, representation of, or other relationship with a creditor or  
7 other party in interest, if the relationship is disclosed in the application for the person's  
8 employment and if the court determines that there is no actual conflict of interest or  
9 inappropriate appearance of a conflict.

10 3. This section does not preclude the court from authorizing the receiver to act as  
11 attorney or accountant if the authorization is in the best interests of the receivership.

12 4. The receiver and any professionals employed by the receiver shall maintain  
13 itemized billing records containing a description of services, the time spent, billing rates  
14 of all who perform work to be compensated, and a detailed list of expenses. The receiver,  
15 and any professionals employed by the receiver may file a motion requesting the allowance  
16 of fees and expenses. Notice of the motion shall be served on all persons required to be  
17 identified on the master mailing list maintained pursuant to section 515.610, advising that  
18 objections to the application shall be filed within ten days from the date of the notice, and  
19 if objections are not timely filed, the court may approve the motion without further notice  
20 or hearing. If an objection is filed, the receiver or professional whose compensation is  
21 affected may notice the objection for a hearing. Upon request of any person required to  
22 receive notice pursuant to this subsection, the receiver and any professionals employed by  
23 the receiver shall provide a copy of their itemized billing records upon which their motion  
24 for fees and expenses is based within five days of the date of the request.

515.610. 1. Creditors and parties in interest to whom are given notice as provided  
2 by sections 515.500 to 515.665 and creditors or other persons submitting written claims in

3 the receivership or otherwise appearing and participating in the receivership are bound  
4 by the acts of the receiver and the orders of the court relating to the receivership whether  
5 or not the person is a party to the receivership action.

6 2. Creditors and parties in interest have a right to notice and a hearing as provided  
7 in sections 515.500 to 515.665 whether or not the person is a party to the receivership  
8 action.

9 3. Any party in interest may appear in the receivership in the manner prescribed  
10 by court rule and shall file with the court a written notice including the name and mailing  
11 address of the party in interest, and the name and address of the party in interest's  
12 attorney, if any, with the clerk, and by serving a copy of the notice upon the receiver and  
13 the receiver's attorney of record, if any. The receiver shall maintain a master mailing list  
14 of all parties and of all parties in interest that file and serve a notice of appearance in  
15 accordance with this subsection and such parties in interest's attorneys, if any. The  
16 receiver shall make a copy of the current master mailing list available to any party or upon  
17 request.

18 4. Any request for relief against a state agency shall be mailed to or otherwise  
19 served on the agency and on the office of the attorney general.

20 5. The receiver shall give not less than ten days' written notice of any examination  
21 by the receiver of the debtor to all persons required to be identified on the master mailing  
22 list.

23 6. All persons required to be identified on the master mailing list are entitled to not  
24 less than thirty days' written notice of the hearing of any motion or other proceeding  
25 involving any proposed:

26 (1) Allowance or disallowance of any claim or claims;

27 (2) Abandonment, disposition, or distribution of estate property, other than an  
28 emergency disposition of property subject to eroding value or a disposition of estate  
29 property in the ordinary course of business;

30 (3) Compromise or settlement of a controversy that might affect the distribution  
31 to creditors from the receivership;

32 (4) Motion for termination of the receivership or removal or discharge of the  
33 receiver. Notice of the motion shall also be sent to the department of revenue and other  
34 applicable regulatory agencies;

35 (5) Any opposition to any motion to authorize any of the actions under subdivisions

36 (1) to (4) of this subsection shall be filed and served upon all persons required to be  
37 identified on the master mailing list at least ten days before the date of the proposed action.

38           **7. Whenever notice is not specifically required to be given under sections 515.500**  
39 **to 515.665 or otherwise by court rule, the court may consider motions and grant or deny**  
40 **relief without notice or hearing, unless a party or party in interest would be prejudiced or**  
41 **harmed by the relief requested.**

**515.615. 1. The claims administration process identified in this section shall be**  
2 **administered by a general receiver and may be ordered by the court to be administered by**  
3 **a limited receiver.**

4           **2. All claims, other than claims of duly perfected secured creditors, arising prior**  
5 **to the receiver's appointment shall be in the form required by this section and served and**  
6 **noticed as required by this section. Any claim not in the form required by this section and**  
7 **so served and noticed is barred from participating in any distribution to creditors.**

8           **3. Claims shall be served on the receiver within thirty days from the date notice is**  
9 **given under this section, unless the court reduces or extends the period for cause shown,**  
10 **except that a claim arising from the rejection of an executory contract or an unexpired**  
11 **lease of the debtor may be served within thirty days after the rejection. Claims by state**  
12 **agencies shall be served by such state agencies on the receiver within sixty days from the**  
13 **date notice is given by mail under this section.**

14           **4. Claims shall be in written form entitled "Proof of Claim", setting forth the name**  
15 **and address of the creditor and the nature and amount of the claim, and executed by the**  
16 **creditor or the creditor's authorized agent. When a claim or an interest in estate property**  
17 **securing the claim is based on a writing, the original or a copy of the writing shall be**  
18 **included as a part of the proof of claim together with evidence of perfection of any security**  
19 **interest or other lien asserted by the claimant. Unless otherwise ordered by the court,**  
20 **creditors may amend such claims and such amendments shall relate back to the original**  
21 **filing of such claim.**

22           **5. Notices of claim shall be filed with the court. A notice shall be filed with the**  
23 **court relating to each served claim. A notice of claim shall not include the claim or**  
24 **supporting documentation served upon the receiver. A notice of claim shall include the**  
25 **name and address of the creditor asserting the claim, together with the name and address**  
26 **of the attorney, if any representing the creditor, the amount of the claim, whether or not**  
27 **the claim is secured or unsecured, and if secured, a brief description of any estate property**  
28 **and other collateral securing the claim.**

29           **6. A claim properly noticed, executed, and served in accordance with this section**  
30 **constitutes prima facie evidence of the validity and amount of the claim.**

**515.620. 1. At any time prior to the entry of an order approving the general**  
2 **receiver's final report, the receiver or any party in interest may file with the court an**

3 objection to a claim, such objection shall be in writing and shall set forth the grounds for  
4 the objection to the claim. A copy of the objection shall be mailed to the creditor who shall  
5 have thirty days to file with the court any suggestions in support of the claim. Upon the  
6 filing of any suggestions in support of the claim, the court may adjudicate the claim  
7 objection or set a hearing relating to the claim objection. Claims that comply with the  
8 requirements of section 515.615 that are not disallowed by the court are entitled to share  
9 in distributions from the receivership in accordance with the priorities provided for by  
10 sections 515.500 to 515.665 or otherwise by law.

11 2. Upon order of the court, the general receiver, or any party in interest objecting  
12 to the creditor's claim, an objection may be subject to mediation prior to adjudication of  
13 the objection. However, state claims are not subject to mediation absent agreement of the  
14 state.

15 3. Upon motion of the general receiver or other party in interest, the following  
16 claims may be estimated for purpose of allowance under this section under the rules or  
17 orders applicable to the estimation of claims under this section:

18 (1) Any contingent or unliquidated claim, the fixing or liquidation of which, as the  
19 circumstance may be, would unduly delay the administration of the receivership; or

20 (2) Any right to payment arising from a right to an equitable remedy for breach  
21 of performance.

22 Claims subject to this subsection shall be allowed in the estimated amount thereof.

515.625. 1. Claims not disallowed by the court shall receive distribution under  
2 sections 515.500 to 515.665 in the order of priority under subdivisions (1) to (8) of this  
3 section and, with the exception of subdivisions (1) to (3) of this subsection, on a pro rata  
4 basis:

5 (1) Any secured creditor that is duly perfected under applicable law, whether or  
6 not such secured creditor has filed a proof of claim, shall receive the proceeds from the  
7 disposition of the estate property that secures its claim. However, the receiver may recover  
8 from estate property secured by a lien or the proceeds thereof the reasonable, necessary  
9 expenses of preserving, protecting, or disposing of the estate property to the extent of any  
10 benefit to a duly perfected secured creditor. If and to the extent that the proceeds are less  
11 than the amount of a duly perfected secured creditor's claim or a duly perfected secured  
12 creditor's lien is avoided on any basis, the duly perfected secured creditor's claim is an  
13 unsecured claim under subdivision (8) of this subsection. Duly perfected secured claims  
14 shall be paid from the proceeds in accordance with their respective priorities under  
15 otherwise applicable law;

16           **(2) Actual, necessary costs and expenses incurred during the administration of the**  
17 **receivership, other than those expenses allowable under subdivision (1) of this subsection,**  
18 **including allowed fees and reimbursement of reasonable charges and expenses of the**  
19 **receiver and professional persons employed by the receiver. Notwithstanding subdivision**  
20 **(1) of this subsection, expenses incurred during the administration of the estate have**  
21 **priority over the secured claim of any secured creditor obtaining or consenting to the**  
22 **appointment of the receiver;**

23           **(3) A secured creditor that is not duly perfected under applicable law shall receive**  
24 **the proceeds from the disposition of the estate property that secures its claim if and to the**  
25 **extent that unsecured claims are made subject to those liens under applicable law;**

26           **(4) Claims for wages, salaries, or commissions, including vacation, severance, and**  
27 **sick leave pay, or contributions to an employee benefit plan earned by the claimant within**  
28 **one hundred eighty days of the date of appointment of the receiver or the cessation of any**  
29 **business relating to the receivership, whichever occurs first, but only to the extent of ten**  
30 **thousand nine hundred fifty dollars;**

31           **(5) Unsecured claims, to the extent of two thousand four hundred twenty-five**  
32 **dollars for each natural person, arising from the deposit with the person debtor before the**  
33 **date of appointment of the receiver of money in connection with the purchase, lease, or**  
34 **rental of estate property or the purchase of services for personal, family, or household use**  
35 **that were not delivered or provided;**

36           **(6) Claims for a marital, family, or other support debt, but not to the extent that**  
37 **the debt is assigned to another person, voluntarily, by operation of law, or otherwise; or**  
38 **includes a liability designated as a support obligation unless that liability is actually in the**  
39 **nature of a support obligation;**

40           **(7) Unsecured claims of governmental units for taxes which accrued prior to the**  
41 **date of appointment of the receiver;**

42           **(8) Other unsecured claims.**

43           **2. If all of the classes under subsection 1 of this section have been paid in full, any**  
44 **residue shall be paid to the debtor.**

**515.630. Except as otherwise provided for by statute, estate property acquired by**  
2 **the estate, the receiver, or the debtor of the receiver is subject to an allowed secured claim**  
3 **to the same extent as would exist in the absence of a receivership.**

**515.635. To the extent that funds are available in the estate for distribution to**  
2 **creditors in a general receivership, the holder of an allowed noncontingent, liquidated**  
3 **claim is entitled to receive interest at the legal rate or other applicable rate from the date**  
4 **of appointment of the receiver or the date on which the claim became a noncontingent,**

5 **liquidated claim. If there are sufficient funds in the estate to fully pay all interest owing**  
6 **to all members of the class, then interest shall be paid proportionately to each member of**  
7 **the class.**

**515.640. The receiver or any party upon order of the court following notice and a**  
2 **hearing and upon the terms and conditions the court considers just and proper may**  
3 **abandon any estate property that is burdensome to the receiver or is of inconsequential**  
4 **value or benefit. However, a receiver may not abandon property that is a hazard or**  
5 **potential hazard to the public in contravention of a state statute or rule that is reasonably**  
6 **designed to protect the public health or safety from identified hazards. Property that is**  
7 **abandoned no longer constitutes estate property.**

**515.645. 1. The receiver with the court's approval after notice and a hearing may**  
2 **use, sell, or lease estate property other than in the ordinary course of business.**

3 **2. The court may order that a general receiver's sale of estate property either under**  
4 **subsection 1 of this section, or consisting of real property that the debtor intended to sell**  
5 **in its ordinary course of business, be effected free and clear of liens, claims, and of all**  
6 **rights of redemption, whether or not the sale will generate proceeds sufficient to fully**  
7 **satisfy all claims secured by the property, unless either:**

8 **(1) The property to be sold is real property used principally in the production of**  
9 **crops, livestock, or aquaculture, or the property is a homestead, and the owner of the**  
10 **property has not consented to the sale following the appointment of the receiver; or**

11 **(2) A party in interest, including but not limited to, an owner of the property to be**  
12 **sold or a secured creditor as regards to the property to be sold serves and files a timely**  
13 **opposition to the receiver's sale, and the court determines that the amount likely to be**  
14 **realized by the receiver's sale is less than the amount that may be realized within a**  
15 **reasonable time in the absence of the receiver's sale.**

16

17 **Upon any sale free and clear of liens authorized by this section, all liens encumbering the**  
18 **property sold shall transfer and attach to the proceeds of the sale, net of reasonable**  
19 **expenses incurred in the disposition of the property sold, in the same order, priority, and**  
20 **validity as the liens had with respect to the property sold immediately before the**  
21 **conveyance. The court may authorize the receiver at the time of sale to satisfy, in whole**  
22 **or in part, any lien on the property sold out of the proceeds of its sale if the interest of any**  
23 **other creditor having a lien against the proceeds of the sale would not thereby be impaired.**

24 **3. At a public sale of estate property under subsection 1 of this section, a creditor**  
25 **with a lien against the property to be sold may credit bid at the sale of the property. A**  
26 **creditor with a lien against the property to be sold who purchases the property from a**

27 receiver may offset against the purchase price its secured claim against the property,  
28 provided that such secured creditor tenders cash sufficient to satisfy in full all secured  
29 claims payable out of the proceeds of sale having priority over such secured creditor's  
30 secured claim. If the lien or the claim it secures is the subject of a bona fide dispute, the  
31 court may order the holder of the lien or claim to provide the receiver with adequate  
32 security to assure full payment of the purchase price in the event the lien, the claim, or any  
33 part thereof is determined to be invalid or unenforceable.

34 4. If estate property includes an interest as a co-owner of property, the receiver  
35 shall have the rights and powers of a co-owner afforded by applicable state or federal law,  
36 including but not limited to, any rights of partition.

37 5. The reversal or modification on appeal of an authorization to sell or lease estate  
38 property under this section does not affect the validity of a sale or lease under that  
39 authorization to any person that purchased or leased the property in good faith, whether  
40 or not the person knew of the pendency of the appeal, unless the authorization and sale or  
41 lease were stayed pending the appeal.

42 6. The notice of a proposed use, sale, or lease of estate property required by  
43 subsection 1 of this section shall include the time and place of any public sale, the terms  
44 and conditions of any private sale and the time fixed for filing objections, and shall be  
45 mailed to all parties in interest, and to such other persons as the court in the interests of  
46 justice may require.

47 7. In determining whether a sale free and clear of liens, claims, encumbrances, and  
48 of all rights of redemption is in the best interest of the estate, the court may consider,  
49 among such other factors as the court deems appropriate, the following:

50 (1) Whether the sale shall be conducted in a commercially reasonable manner  
51 considering assets of a similar type or nature;

52 (2) Whether an independent appraisal supports the purchase price to be paid;

53 (3) Whether creditors and parties in interest received adequate notice of the sale,  
54 sale procedures, and details of the proposed sale;

55 (4) Any relationship between the buyer and the debtor;

56 (5) Whether the sale is an arm's length transaction; and

57 (6) Whether parties asserting a lien as to the property to be sold consent to the  
58 proposed sale.

515.650. 1. A receiver appointed in any action pending in the courts of this state,  
2 without first seeking approval of the court, may apply to any court outside of this state for  
3 appointment as receiver with respect to any property or business of the person over whose  
4 property the receiver is appointed constituting estate property which is located in any other

5 jurisdiction, if the appointment is necessary to the receiver's possession, control,  
6 management, or disposition of property in accordance with orders of the court.

7       **2. A receiver appointed by a court of another state, or by a federal court in any**  
8 **district outside of this state, or any other person having an interest in that proceeding, may**  
9 **obtain appointment by a court of this state of that same receiver with respect to any**  
10 **property or business of the person over whose property the receiver is appointed**  
11 **constituting property of the foreign receivership that is located in this jurisdiction if the**  
12 **person is eligible to serve as receiver and the appointment is necessary to the receiver's**  
13 **possession, control, or disposition of the property in accordance with orders of the court**  
14 **in the foreign proceeding. Upon the receiver's request, the court shall enter the orders not**  
15 **offensive to the laws and public policy of this state, necessary to effectuate orders entered**  
16 **by the court in the foreign receivership proceeding. A receiver appointed in an ancillary**  
17 **receivership in this state is required to comply with sections 515.500 to 515.665 requiring**  
18 **notice to creditors or other parties in interest only as may be required by the superior court**  
19 **in the ancillary receivership.**

**515.655. 1. The court shall remove or replace the receiver on application of the**  
2 **debtor, the receiver, or any creditor, or any party or on the court's own motion if the**  
3 **receiver fails to perform the receiver's duties or obligations under sections 515.500 to**  
4 **515.665, as ordered by the court.**

5       **2. Upon removal, resignation, or death of the receiver the court shall appoint a**  
6 **successor receiver if the court determines that further administration of the estate is**  
7 **required. The successor receiver shall immediately take possession of the estate and**  
8 **assume the duties of receiver.**

9       **3. Whenever the court is satisfied that the receiver so removed or replaced has fully**  
10 **accounted for and turned over to the successor receiver appointed by the court all of the**  
11 **property of the estate and has filed a report of all receipts and disbursements during the**  
12 **person's tenure as receiver, the court shall enter an order discharging that person from all**  
13 **further duties and responsibilities as receiver after notice and a hearing.**

**515.660. 1. Upon distribution or disposition of all property of the estate, or the**  
2 **completion of the receiver's duties with respect to estate property, the receiver shall move**  
3 **the court to be discharged upon notice and a hearing.**

4       **2. The receiver's final report and accounting setting forth all receipts and**  
5 **disbursements of the estate shall be included in the petition for discharge and filed with the**  
6 **court.**

7       **3. Upon approval of the final report, the court shall discharge the receiver.**

8           **4. The receiver's discharge releases the receiver from any further duties and**  
9 **responsibilities as receiver under sections 515.500 to 515.665.**

10           **5. Upon motion of any party in interest, or upon the court's own motion, the court**  
11 **has the power to discharge the receiver and terminate the court's administration of the**  
12 **property over which the receiver was appointed. If the court determines that the**  
13 **appointment of the receiver was wrongfully procured or procured in bad faith, the court**  
14 **may assess against the person who procured the receiver's appointment all of the receiver's**  
15 **fees and other costs of the receivership and any other sanctions the court determines to be**  
16 **appropriate.**

17           **6. A certified copy of an order terminating the court's administration of the**  
18 **property over which the receiver was appointed shall operate as a release of any lis**  
19 **pendens notice recorded pursuant to section 515.545 and the same shall be recorded within**  
20 **the land records in any county in which such real property may be situated, together with**  
21 **a legal description of the real property if one is not included in that order.**

**515.665. Orders of the court pursuant to sections 515.500 to 515.665 are appealable**  
2 **to the extent allowed under existing law, including subdivision (2) of section 512.020.**

          516.105. All actions against physicians, hospitals, dentists, registered or licensed  
2 practical nurses, optometrists, podiatrists, pharmacists, chiropractors, professional physical  
3 therapists, **mental health professionals licensed under chapter 337**, and any other entity  
4 providing health care services and all employees of any of the foregoing acting in the course and  
5 scope of their employment, for damages for malpractice, negligence, error or mistake related to  
6 health care shall be brought within two years from the date of occurrence of the act of neglect  
7 complained of, except that:

8           (1) In cases in which the act of neglect complained of is introducing and negligently  
9 permitting any foreign object to remain within the body of a living person, the action shall be  
10 brought within two years from the date of the discovery of such alleged negligence, or from the  
11 date on which the patient in the exercise of ordinary care should have discovered such alleged  
12 negligence, whichever date first occurs; and

13           (2) In cases in which the act of neglect complained of is the negligent failure to inform  
14 the patient of the results of medical tests, the action for failure to inform shall be brought within  
15 two years from the date of the discovery of such alleged negligent failure to inform, or from the  
16 date on which the patient in the exercise of ordinary care should have discovered such alleged  
17 negligent failure to inform, whichever date first occurs; except that, no such action shall be  
18 brought for any negligent failure to inform about the results of medical tests performed more  
19 than two years before August 28, 1999. For purposes of this subdivision, the act of neglect based  
20 on the negligent failure to inform the patient of the results of medical tests shall not include the

21 act of informing the patient of the results of negligently performed medical tests or the act of  
22 informing the patient of erroneous test results; and

23 (3) In cases in which the person bringing the action is a minor less than eighteen years  
24 of age, such minor shall have until his or her twentieth birthday to bring such action.

25 In no event shall any action for damages for malpractice, error, or mistake be commenced after  
26 the expiration of ten years from the date of the act of neglect complained of or for two years from  
27 a minor's eighteenth birthday, whichever is later.

650.058. 1. Notwithstanding the sovereign immunity of the state, any individual who  
2 was found guilty of a felony in a Missouri court and was later determined to be actually innocent  
3 of such crime solely as a result of DNA profiling analysis may be paid restitution. The  
4 individual may receive an amount of fifty dollars per day for each day of postconviction  
5 incarceration for the crime for which the individual is determined to be actually innocent. The  
6 petition for the payment of said restitution shall be filed with the sentencing court. For the  
7 purposes of this section, the term "actually innocent" shall mean:

8 (1) The individual was convicted of a felony for which a final order of release was  
9 entered by the court;

10 (2) All appeals of the order of release have been exhausted;

11 (3) The individual was not serving any term of a sentence for any other crime  
12 concurrently with the sentence for which he or she is determined to be actually innocent, unless  
13 such individual was serving another concurrent sentence because his or her parole was revoked  
14 by a court or the board of probation and parole in connection with the crime for which the person  
15 has been exonerated. **Regardless of whether any other basis may exist for the revocation of  
16 the person's probation or parole at the time of conviction for the crime for which the  
17 person is later determined to be actually innocent, when the court's or the board of  
18 probation and parole's sole stated reason for the revocation in its order is the conviction  
19 for the crime for which the person is later determined to be actually innocent, such order  
20 shall, for purposes of this section only, be conclusive evidence that their probation or  
21 parole was revoked in connection with the crime for which the person has been exonerated;**  
22 and

23 (4) Testing ordered under section 547.035, or testing by the order of any state or federal  
24 court, if such person was exonerated on or before August 28, 2004, or testing ordered under  
25 section 650.055, if such person was or is exonerated after August 28, 2004, demonstrates a  
26 person's innocence of the crime for which the person is in custody.

27  
28 Any individual who receives restitution under this section shall be prohibited from seeking any  
29 civil redress from the state, its departments and agencies, or any employee thereof, or any

30 political subdivision or its employees. This section shall not be construed as a waiver of  
31 sovereign immunity for any purposes other than the restitution provided for herein. The  
32 department of corrections shall determine the aggregate amount of restitution owed during a  
33 fiscal year. If insufficient moneys are appropriated each fiscal year to pay restitution to such  
34 persons, the department shall pay each individual who has received an order awarding restitution  
35 a pro rata share of the amount appropriated. Provided sufficient moneys are appropriated to the  
36 department, the amounts owed to such individual shall be paid on June thirtieth of each  
37 subsequent fiscal year, until such time as the restitution to the individual has been paid in full.  
38 However, no individual awarded restitution under this subsection shall receive more than  
39 thirty-six thousand five hundred dollars during each fiscal year. No interest on unpaid restitution  
40 shall be awarded to the individual. No individual who has been determined by the court to be  
41 actually innocent shall be responsible for the costs of care under section 217.831.

42 2. If the results of the DNA testing confirm the person's guilt, then the person filing for  
43 DNA testing under section 547.035, shall:

44 (1) Be liable for any reasonable costs incurred when conducting the DNA test, including  
45 but not limited to the cost of the test. Such costs shall be determined by the court and shall be  
46 included in the findings of fact and conclusions of law made by the court; and

47 (2) Be sanctioned under the provisions of section 217.262.

48 3. A petition for payment of restitution under this section may only be filed by the  
49 individual determined to be actually innocent or the individual's legal guardian. No claim or  
50 petition for restitution under this section may be filed by the individual's heirs or assigns. An  
51 individual's right to receive restitution under this section is not assignable or otherwise  
52 transferrable. The state's obligation to pay restitution under this section shall cease upon the  
53 individual's death. Any beneficiary designation that purports to bequeath, assign, or otherwise  
54 convey the right to receive such restitution shall be void and unenforceable.

55 4. An individual who is determined to be actually innocent of a crime under this chapter  
56 shall automatically be granted an order of expungement from the court in which he or she pled  
57 guilty or was sentenced to expunge from all official records all recordations of his or her arrest,  
58 plea, trial or conviction. Upon granting of the order of expungement, the records and files  
59 maintained in any administrative or court proceeding in an associate or circuit division of the  
60 court shall be confidential and only available to the parties or by order of the court for good  
61 cause shown. The effect of such order shall be to restore such person to the status he or she  
62 occupied prior to such arrest, plea or conviction and as if such event had never taken place. No  
63 person as to whom such order has been entered shall be held thereafter under any provision of  
64 any law to be guilty of perjury or otherwise giving a false statement by reason of his or her  
65 failure to recite or acknowledge such arrest, plea, trial, conviction or expungement in response

66 to any inquiry made of him or her for any purpose whatsoever and no such inquiry shall be made  
67 for information relating to an expungement under this section.

2 [456.023. A general residuary clause in a will, or a will making general  
3 disposition of all of the testator's property, does not exercise a power of  
4 appointment granted in an instrument creating or amending a trust unless specific  
5 reference is made to the power or there is some other indication of intention to  
6 include the property subject to the power.]

2 [456.590. 1. Where, in the management or administration of any  
3 property vested in trustees, any sale, lease, mortgage, surrender, release, or other  
4 disposition, or any purchase, investment, acquisition, expenditure, or other  
5 transaction is in the opinion of the court expedient, but the same cannot be  
6 effected by reason of the absence of any power for that purpose vested in the  
7 trustees by the trust instrument, if any, or by law, the court may by order confer  
8 upon the trustees, either generally or in any particular instance, the necessary  
9 power for the purpose, on such terms, and subject to such provisions and  
10 conditions, if any, as the court may think fit and may direct in what manner any  
11 money authorized to be expended, and the costs of any transaction, are to be paid  
12 or borne as between capital and income.

13 2. When all of the adult beneficiaries who are not disabled consent, the  
14 court may, upon finding that such variation will benefit the disabled, minor,  
15 unborn and unascertained beneficiaries, vary the terms of a private trust so as to  
16 reduce or eliminate the interests of some beneficiaries and increase those of  
17 others, to change the times or amounts of payments and distributions to  
18 beneficiaries, or to provide for termination of the trust at a time earlier or later  
19 than that specified by the terms.

20 3. The court may, from time to time, rescind or vary any order made  
21 under this section, or may make any new or further order.

22 4. An application to the court under this section may be made by the  
23 trustees, or by any of them, or by any person beneficially interested under the  
24 trust.]

2 [469.060. A power with respect to property shall be treated as an interest  
3 in such property and if releasable shall be disclaimable in whole or in part under  
4 the provisions of this chapter by the holder of the power. An individual who is  
5 a potential object of a power exercise has an interest in the property that is  
6 disclaimable in whole or in part.]

2 [515.240. The court, or any judge thereof in vacation, shall have power  
3 to appoint a receiver, whenever such appointment shall be deemed necessary,  
4 whose duty it shall be to keep and preserve any money or other thing deposited  
in court, or that may be subject of a tender, and to keep and preserve all property

5 and protect any business or business interest entrusted to him pending any legal  
6 or equitable proceeding concerning the same, subject to the order of the court.]

7

2 [515.250. Such receiver shall give bond, and have the same powers and  
3 be subject to all the provisions, as far as they may be applicable, enjoined upon  
4 a receiver appointed by virtue of the law providing for suits by attachment.]

4

2 [515.260. The court shall allow such receiver such compensation for his  
3 services and expenses as may be reasonable and just, and cause the same to be  
4 taxed as costs, and paid as other costs in the cause.]

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