

7A(2)(B) § 802.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

November 1, 1991

Section 7.A(c)(1) of the Hart-Scott-Rodino Antitrust Improvements Act restricts disclosure of information.

NOV 1 1991

Mr. Thomas Hancock
Federal Trade Commission
Premerger Notification Office
Bureau of Competition; Room 303
6th Street and Pennsylvania Ave., N.W.
Washington, D.C. 20580

Re: Ordinary Course of Business Exemption

Dear Mr. Hancock:

Pursuant to our conversation on November 1, 1991, I submit this letter to confirm that the transactions described below come within the "Ordinary Course of Business Exemption" under Section 7.A.(c)(1) of the Hart-Scott-Rodino Antitrust Improvements Act (the "Act") and 16 C.F.R. § 802.1.

We believe that the proposed transactions qualify for the Ordinary Course of Business Exemption and are therefore non-reportable under the Act because the assets to be acquired consist entirely of [REDACTED] an i [REDACTED] m and one house used as a residence, all of which are currently not income producing.

The Seller is in the business of growing [REDACTED] processing it into [REDACTED] and selling the [REDACTED]. The land being sold was used to grow [REDACTED] but all of the [REDACTED] will have been harvested prior to the closing pursuant to a plan of the Seller to take this land out of production and to sell it. The land is being sold under threat of foreclosure. Title to the land is presently held by a bank which it received by a deed in lieu of foreclosure. The Seller has an agreement with the bank to sell the land to satisfy mortgage debt. The Seller will continue in the [REDACTED] with its substantial remaining [REDACTED]

[REDACTED]

Mr. Thomas Hancock
November 4, 1991
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The Buyer is in the business of [redacted] and in fact in this instance has arranged to [redacted] a substantial [redacted] to a third-party simultaneously with the closing of its purchase of the [redacted]. The third-party is in the business of [redacted] and intends to develop the property it is purchasing with a [redacted], all of which it will eventually operate.

I understand based on my conversation with you that because the Buyer in the first transaction is purchasing the [redacted] in its ordinary course of business as a buyer and seller of real estate and similarly in the second transaction it is selling the land as part of its ordinary course of business, that both transactions come within the Ordinary Course of Business Exemption. Also, at the time of the sale the land will not be income producing to the Seller and the Seller will remain in the [redacted] with the balance of its land.

I trust the facts that are set forth above conform with the facts described to you in our telephone conversation on November 1, 1991 and do not contain any facts which would cause you to change your opinion that the transaction is covered by the Ordinary Course of Business Exemption. If you have any questions or concerns, please call me at [redacted] as soon as possible. If I do not hear from you or otherwise receive a response within ten (10) days, I will assume that based on the above stated facts the proposed transaction falls within the Ordinary Course of Business Exemption and is non-reportable under the Act.

Very truly yours,
[redacted signature]

11/8/91

11/5/91

Writer misunderstood what I said.

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Applicability of exemption depends
exclusively on the fact that [redacted]
[redacted] is being transferred

JFH

JFH