[REDACTED]

April 28, 1992

<u>VIA TELECOPY</u>

Premerger Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, DC   20580

Attn: Richard Smith

Dear Mr. Smith:

As you requested, this letter is to supplement my
letter to you dated April 27, 1992. I have discussed the
meanings of the terms "finance lease" and "installment sale
obligation" with my client. In the lease financing business, the
difference is essentially form over substance.

A finance lease is a lease which calls for monthly rent
payments to be made to the lessor. Generally, there would then
be an addendum which would provide an option for the lessee to
purchase the underlying asset for a nominal amount at the end of
the lease term. On the other hand, the installment sale
contracts which give rise to the installment sale obligations
would have sale and conveyance language in the main document and
would credit monthly payments towards the purchase price
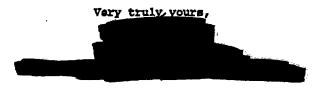(including interest).

While the two terms are often used interchangeably
within the lease financing industry, the standard form of
transaction for the industry is the finance lease. My client
does not originate installment sale contracts, but has acquired a
few as part of lease portfolios. The installment sale
obligations generally become part of a lease portfolio when a
lease financing company purchases the obligations from the
supplier or manufacturer of the assets as part of a financing

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transaction. Almost all of the transactions covered by the
portfolio which is the subject of the proposed acquisition are
finance leases.

If you have any further questions or require any
additional information, please give me a call.

Thank you again for your assistance.

Very truly yours,

Enclosure

4/29/92 called [redacted] On the basis
that the finance leases and the installment sales
contracts to be purchased by A from B are represent
lease financing transactions which B presently holds (and they
appear to such to me, based on the 4/28 supplemental letter) --
and on the basis of the other five points relate in
LW's 4/27/92 letter -- then the transfer of these
lease financing transactions from B to A would be
viewed by the Premerger Office as a transfer in
the ordinary course of business and exempt from
HSR reporting under 7A (c)(1) of the HSR Act.

R.B.Smith