801.1 (b) (1) (ii)

BY HAND DELIVERY

Richard B. Smith, Esquire
Premerger Notification Office
Federal Trade Commission
Room 323
~~6th & Pennsylvania Avenue, N.W.~~
Washington, D.C.   20580
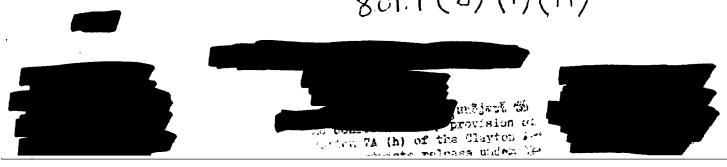
    Re: Partnership to Control Definition
      16 C.F.R. § 801.1(b)

Dear Dick:

  This letter summarizes our telephone conversation of
February 9th in which I requested your view as to whether one
or both of two partners of a partnership control the
partnership within the meaning of 16 C.F.R. § 801.1(b). In our

~~[illegible]~~
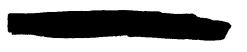based your conclusion, are set forth below:

~~[illegible]~~

contributions and certain additional payments by A to B,

~~[illegible]~~

option. On an ongoing basis, Partner A has the right to, and
receives, 80% of the income or loss and Partner B receives 20%
of the income or loss. If the partnership dissolves, Partner A
has the right through the exercise of the option for $1.00 to
receive 80% of the assets. Partner B will receive the
remaining 20% of the assets. As an accounting matter and for
tax purposes, Partner A treats its ownership in the partnership
as 80% and Partner B treats its ownership in the partnership as
20%.

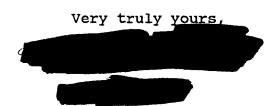 As I understand your advice, you view Partner A as the only

Partnership C. The fact that Partner B has bare legal title to
a 31% partnership interest, which is in fact beneficially owned

acquisitions, Partner A is the only person required to file as
the ultimate parent entity of Partnership C.

If this letter does not accurately summarize our
conversation, please call me at your earliest convenience.
Partner A expects to file a Hart-Scott-Rodino Notification and
Report Form with respect to an acquisition by Partnership C
within the next several weeks, and based on our conversation, I

Very truly yours,

2/16/93 advises that A paid B around
"8 MM for a fully paid up option to obtain an addition 31% interest in
the partnership from B as well as the option to get 80% of the
partnership's assets on dissolution through the exercise of the option for

the option for dissolution ever take place. (The partnership agreement does
not state who will get what % of the assets on dissolution.)
A has paid for the right to get 80% and, should dissolution

concerning transfer of certain franchises when M originally purchased