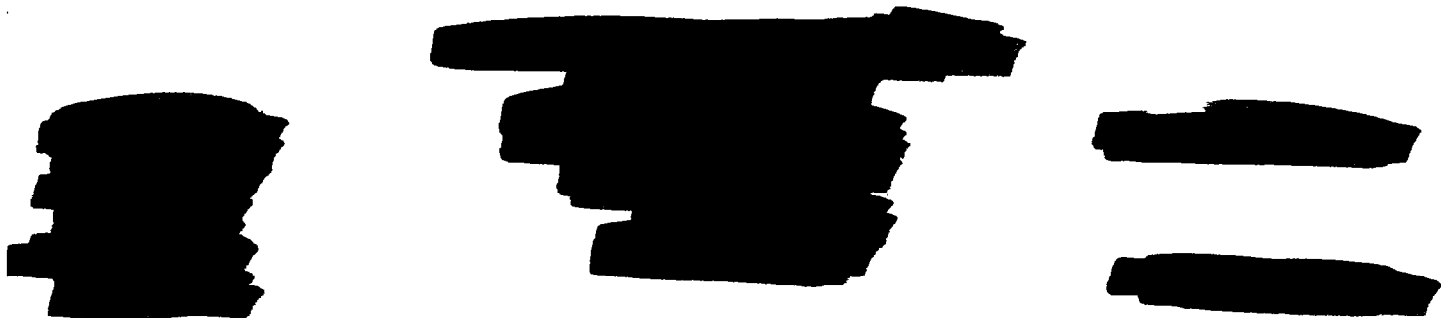


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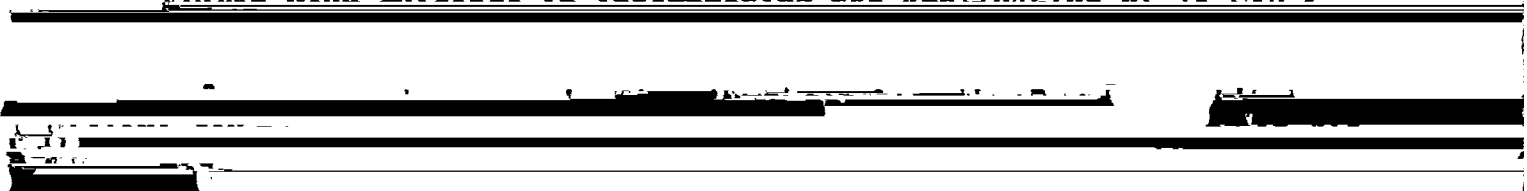
February 28, 1994

VIA TELECOPIER (202) 326-2050  
Richard Smith, Esq.  
Staff Attorney  
Pre-Merger Notification Filing Office  
Federal Trade Commission  
Bureau of Competition  
Room 303  
Washington, D.C. 20580

Re: Hart-Scott-Rodino Antitrust  
Improvements Act. (the "Act")

Dear Mr. Smith:

You may recall our conversation last week in which I  
discussed the application of 16 CFR 8



(the "Grantor"). The relevant facts are as follows:



These shares are non-voting. The Trust does not presently hold  
any stock in any of the subsidiaries of the holding company.

2. The holding company proposes to spin-off all of the  
shares held by it in one of its majority-owned subsidiaries to  
the present shareholders of the holding company. Immediately  
after the spin-off, the Grantor and the Trust will each hold

(certain minority interests in the subsidiary will be held by  
others). For purposes of this letter, it is assumed that the  
fair market value of the subsidiary stock to be held by each of  
the Grantor and the Trust immediately following the spin-off will



not exceed \$15,000,000, but if aggregated the holdings of the Trust and the Grantor would exceed that amount.

3. (a) The Trust is a "grantor retained annuity trust." It is irrevocable and cannot be amended by Grantor, except that in certain cases Grantor may revoke the interest of

the subsidiary's common stock acquired by the Trust in the spin-off, as well as the shares of non-voting common stock of the holding company which it presently holds.

(b) For the first five years of the Trust, the Grantor will be entitled to receive annuity payments equal to (i)

established, and (ii) in each of years 2 through 5, an amount equal to 120% of the prior year's payment. Such payments are to be made out of Trust income, provided that if such income is insufficient to make the full annuity payment, the balance of such payment is to be paid out of principal.

(c) In addition, the Grantor may, in the discretion of the other trustee, receive a payment from the Trust each year in an amount necessary to enable the Grantor to pay any taxes owing by the Grantor on the income derived by the Trust and not distributed to the Grantor.

(d) Upon expiration of the five year trust term, all Trust property (including the entire corpus thereof and all undistributed income thereon) is to be disposed of as follows:

(i) If the Grantor is then living, in trust for Grantor's wife (unless her interest in the Trust has been revoked by Grantor, in which case the Trust property is to go directly in trust to Grantor's children) and, upon her death, in trust for Grantor's children. Upon the death of such children, the Trust property is to be distributed to the issue or estates of such children;

(ii) If the Grantor is not then living, then a portion of the trust property equal to a fraction, the numerator of which is equal to the amount of Trust property, if any, includable in Grantor's gross estate and the denominator of which is equal to the value of Trust property as determined in Grantor's federal estate tax return, shall be distributed to Grantor's estate and the balance of the trust property shall be disposed of as provided in subparagraph 3(d)(i) above. The distribution to Grantor's estate is intended to provide the estate with property sufficient to pay any estate tax

[Redacted]

Richard Smith, Esq.

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attributable to the inclusion in such estate of any of the Trust property. If no such property is so includable, no such distribution will be made.

(e) Finally, the Trust contains customary provisions permitting the Grantor to substitute for any portion

[Redacted]

4. Based on current estimates of fair market value, the value of the non-voting stock of the holding company will constitute the vast majority (approximately 93%) of total Trust assets immediately following the spin-off. Accordingly, it would

[Redacted]

Although the Grantor has the right to receive the

[Redacted]

customary definition of a reversionary interest in the corpus of a trust. Thus, it would appear that although the Grantor retains certain distribution rights, he retains no "reversionary interest in the corpus" within the meaning of Reg. 20.2037-1(b)(2).

Please confirm to the undersigned in writing your informal agreement or disagreement with the above conclusion. Because closing of the proposed spin-off is desired at the earliest possible date, we will be most appreciative of your

Very truly yours,

[Redacted signature]

cc: Richard Smith, Esq.  
Regular Mail

3/1/94 - advised writer that if grantor names itself as beneficiary of trust (and paragraph 4 of the trust agreement) at the time of the spin-off (VSB) at 7/31/98 at 33459

states that the settlor is deemed the holder of the trust if the trust and grantor must be aggregated.