

EXHIBIT B

1984 LS
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LAST WILL AND TESTAMENT

I, VERA CASPARY GOLDSMITH, also known as VERA CASPARY, residing in the City, County and State of New York, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils by me at any time heretofore made.

FIRST: I direct that all my just debts, the expenses of my last illness and funeral and the expenses of administering my estate be paid as soon after my death as may be convenient.

SECOND: I give and bequeath the following:

A. My oil painting entitled "A Walk by the Canal" by Camille Bombois to BERNARD SOLOMON. It is my wish, but I do not direct, that if he does not wish to keep this painting for himself, that it be sold by him and the proceeds given to any Jewish cause he chooses.

B. One (1) copy of each of my novels to the UNIVERSITY OF WISCONSIN CENTER FOR THEATRE RESEARCH, presently located at 6173 Vilas Communication Hall, Madison, Wisconsin 53706.

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C. My unpublished typescripts, notes, discarded pages, etc., books carrying comment about my work and anthologies in which my work is included to the UNIVERSITY OF WISCONSIN CENTER FOR THEATRE RESEARCH, presently located at 6173 Vilas Communication Hall, Madison, Wisconsin 53706.

D. All the rest of my tangible personal property not hereinabove effectually disposed of, to my Executors hereinafter named, to be distributed in such manner as they believe I would wish. Any property not so distributed shall be sold by my Executors and the proceeds added to my residuary estate.

THIRD: I give and bequeath the following legacies:

A. To my step-son, MICHAEL Goldsmith, the sum of Five Thousand (\$5,000.00) Dollars, if he shall survive me.

B. To MARY GOLDSMITH STEPHENS, the sum of One Thousand (\$1,000.00) Dollars, if she shall survive me.

C. To my housekeeper, ROSA DELLAPORTA, the sum of One Thousand (\$1,000.00) Dollars.

FOURTH: I direct my Executor to return

to DR. WILLIAM E. DEUTSCH, presently of 232 Sheridan Road, Evanston, Illinois 60202, the Pembroke table in my living room.

FIFTH:

Laura
A. I give and bequeath all future royalties which may accrue to me on the novel "LAURA" and the stage play "LAURA" to GEORGE SKLAR, presently of 530 North Fuller Avenue, Los Angeles, California 90036, during his lifetime. Upon his death, or, if he shall not survive me, such royalties are to be given to the AUTHORS LEAGUE FUND, presently located at 234 West 44th Street, New York, New York 10036.

All other royalties
B. I give and bequeath all other future royalties which may accrue to me to the AUTHORS LEAGUE FUND, presently located at 234 West 44th Street, New York, New York 10036.

SIXTH:

Residuary Estate
I give, devise and bequeath all of the rest, residue and remainder of the property, real and personal and wheresoever situate, of which I may die seized or possessed, or to which I may be entitled at the time of my death, including lapsed legacies hereinafter referred to as my "residuary estate", as follows:

A. One-fourth (1/4) thereof to my god-son, DANIEL SKLAR, or, if he should not survive me, to

my god-son, ZACHARY SKLAR.

B. One-fourth (1/4) thereof to my god-son, ZACHARY SKLAR, or, if he should not survive me to my god-son, DANIEL SKLAR.

C. One-fourth (1/4) thereof to OSCAR BRANN, or, if he should not survive me, to BLANCHE (O'SHEA) BRANN.

D. One-fourth (1/4) thereof to BLANCHE (O'SHEA) BRANN, or, if she should not survive me, to OSCAR BRANN.

SEVENTH: I appoint my friend, KAY KOMINSKY, and my god-sons, DANIEL SKLAR and ZACHARY SKLAR, to be the Co-Executors of this my Will. In the event that any should for any reason fail to qualify or cease to act, the remaining nominated fiduciary or fiduciaries shall serve alone.

I direct that no bond or other security shall be required of any Executor hereunder in any jurisdiction, and that no one of them shall be required to render periodic accounts in any court. All the duties and powers, discretionary and otherwise, imposed or conferred upon my Executor shall devolve upon his respective successor and successors.

EIGHTH: I direct that all inheritance,

estate and other death taxes (including any interest and penalties thereon) imposed by any jurisdiction whatsoever by reason of my death upon or with respect to any property includible in my estate for the purposes of any such taxes, whether such property passes under or outside, or has passed outside, the provisions of this Will shall be paid from my residuary estate and shall not be apportioned among any of the non-residuary beneficiaries of this Will.

NINTH: In addition to any other powers granted by this Will or authorized by law, my Executor shall have the following powers and discretion which shall extend to all principal and income held hereunder in any capacity or for any purpose until the final and outright distribution thereof, and which my Executor may exercise in his sole and absolute discretion, without application to or approval by any court:

A. To retain and to purchase or otherwise acquire stocks, whether common or preferred, bonds, obligations, shares or interests in investment companies or investment trusts, or any other property, real or personal, of whatsoever nature, wheresoever situated, without duty to diversify and whether or not the same may be authorized by law for the investment of estates and trust funds.

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B. To deposit funds in the savings department of any bank without limit as to duration or amount.

C. To sell at public or private sale, exchange, mortgage, lease without statutory or other limitation as to duration, partition, grant options on, alter, improve, demolish buildings or otherwise deal with any property, real or personal, upon any terms and whether for cash or upon credit.

D. To exercise in person or by proxy all voting, conversion, subscription or other right incident to the ownership of any property, including the right to participate in any corporate reorganization, merger or other transaction and to retain any property received thereunder and the right to delegate discretionary power.

E. To sell any property at such price as my Executor shall determine.

F. To compromise or arbitrate claims; to prepay or accept prepayment of any debt and to enforce or abstain from enforcing, extend, modify or release any right or claim or to hold any claim after maturity without extension, with or without consideration.

G. To execute and deliver deeds or other instruments, with or without covenants, warranties and representations and with or without consideration, in-

cluding releases which shall discharge the recipient from the responsibility for property receipted for thereby.

H. To abstain from rendering or filing any inventory or periodic account in any court.

I. To make division or distribution in cash or in kind or partly in each.

J. To employ investment counsel, accountants and other agents and to determine and pay reasonable compensation for their services.

K. Generally, to exercise in good faith and with reasonable care all investment and administrative powers and discretion of an absolute owner which may lawfully be conferred upon a fiduciary.

TENTH: All references herein to this Will shall be construed as referring to this Will and any Codicil or Codicils hereto which I may hereafter execute.

Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other genders and the use therein of either the singular or the plural shall be deemed to include the other.

IN WITNESS WHEREOF, I have hereunto subscribed my

name and affixed my seal to this my Last Will and Testament,
this 21st day of June, in the year One
Thousand Nine Hundred and Eighty-Four.

s/ Vera Caspatz Goldsmith (L.S.)

s/ Sylvia Regan Ellstein

s/ Joseph Gordon

SIGNED, SEALED, PUBLISHED
and DECLARED by the above-named
Testatrix, VERA CASPARY GOLDSMITH,
as and for her Last Will and Testa-
ment in our presence, and we, at
her request, in her presence and in
the presence of each other, do
hereunto sign our names as attesting
witnesses and add opposite thereto
our respective place of residence,
all this 21st day of June 1984.

s/ Sylvia Regan Ellstein residing at 55 East 9th St
NY, NY

s/ Joseph Gordan residing at 55 East 9th St
NY, NY

_____ residing at _____

Said testatrix, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect her capacity to make a valid Will. The Will was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said testatrix at such time, and makes this affidavit at her request.

The within Will was shown to the undersigned at the time this affidavit was made, and was examined by each of them as to the signatures of said testatrix and of the undersigned.

The foregoing instrument was executed by said testatrix and witness by each of the undersigned affiants under the supervision of Robert H. Siegel, an attorney-at-law.

Sylvia Resau Kilstein
Joseph GORDAN

Severally sworn to before me
this 21st day of JUNE 1984.

Notary Public

AGREEMENT

AGREEMENT made the 6 day of December 1991, by and among the Authors League Fund, a New York Non Profit, with a principal place of business at 234 West 44th Street, New York, New York 10036 (the "Fund"), Daniel Judah Sklar, Zachary Sklar and Judy Sklar Rasminsky (collectively the "Sklars"), Blanche Brann and Oscar Brann, residing at c/o Daniel Judah Sklar, 49 Grove Street, New York, New York.

R E C I T A L S

This Agreement is made premised on the following facts:

1. Vera Caspary Goldsmith, a/k/a Vera Caspary ("Caspary") was the author of the novel "Laura" and co-author with George Sklar of the stage play "Laura".
2. All dramatic rights in the novel have merged in the stage play.
3. By testamentary gift from Caspary:
 - a) The Fund owns 100% of the royalties from the novel "Laura", and 50% of the royalties from the stage play "Laura", and 100% of all other royalties accruing to Caspary.
 - b) Daniel Judah Sklar, Zachary Sklar, Blanche Brann and Oscar Brann, as residuary beneficiaries of the estate of Vera Caspary, own 100% of all copyrights in literary properties created by Caspary other than the stage play "Laura", but not including any royalties deriving therefrom.

c) Daniel Judah Sklar, Zachary Sklar, Blanche Brann and Oscar Brann, as residuary beneficiaries of the estate of Vera Caspary, own 50% of the copyright in the stage play "Laura", but not including any royalties deriving therefrom.

4. By testamentary gift from George Sklar, Daniel Sklar, Zachary Sklar and Judy Sklar Rasminsky own 50% of the copyright in the stage play "Laura" and 50% of the royalties deriving therefrom.

AGREEMENT

In consideration of the premises and for good and valuable consideration, the parties hereto agree as follows:

1) Daniel Judah Sklar, Zachary Sklar, Blanche Brann and Oscar Brann, without warranty or recourse, assign to the Fund the copyrights referred to in Recital No. 3(b) above.

2) The Fund hereby agrees that the Sklars are the exclusive agent for, and shall exercise sole control over decisions regarding, the lease, license, exploitation and turning to account of all of its rights in the stage play "Laura" throughout the world for the full term of copyright therein and any renewal thereof. The said agency is coupled with an interest and is irrevocable, but is subject to the following:

a) The Sklars may engage agents and attorneys to represent the stage play on customary terms and conditions, but the Sklars shall make no charge for their own services in supervising the lease, licensing, exploitation and turning to account of the stage play.

b) No grant of rights in the stage play may be conditioned upon the engagement of any particular person in any capacity without the consent of the Fund and none of the Sklars may be engaged in any capacity in connection with any use of the stage play without the consent of the Fund.

c) The net proceeds from the lease, licensing, exploitation and turning to account of the stage play, after reasonable attorneys fees and customary agents commissions, shall be divided equally between the Sklars on the one hand and the Fund on the other.

d) The Sklars shall maintain accurate books and records of all transactions pertaining to any exercise of the authority herein granted and the Fund shall have the right to examine all such books and records upon reasonable notice.

e) Wherever possible, the Sklars shall use their reasonable efforts to obtain for the Fund direct accounting and payment of any monies due it by reason of any disposition of rights in the stage play made hereunder, but the Sklars make no representation or warranty that the same can or will be accomplished.

3. Each party hereto forever releases and discharges every other party hereto from all actions, suits and claims whatsoever arising out of any party's action or omission to act in respect of any of the copyrights referred to herein.

4. All notices which either party may desire to give to the other shall be in writing, addressed to that address for the intended recipient set forth above or such other address as either party may, from time to time, fix for himself by notice in writing.

5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, licensees, successors and assigns, and shall be governed by and construed according to the laws of the State of New York applicable to contracts made and wholly to be performed therein. Jurisdiction over any controversy or claim arising under this instrument, its construction, enforcement or breach shall be exclusively vested in the courts of the State of New York. Service in any action or proceeding may be made by registered mail addressed as set forth for notices pursuant to paragraph 4 above. Service by registered mail shall be deemed to be personal service, with the same force and effect as if personally delivered to the recipient in the State of New York.

6. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by an instrument in writing signed by the party to be charged.


IN WITNESS WHEREOF, the parties have executed this instrument as of the date and year first above written.


DANIEL JUDAH SKLAR


ZACHARY SKLAR


JUDY SKLAR RASMINSKY


BLANCHE BRANN


OSCAR BRANN

AUTHORS LEAGUE FUND

By: _____
HERBERT MITGANG

[ADD NOTARIAL ACKNOWLEDGEMENTS]



DANA S. SINGER
Notary Public, State of New York
No. 31-4918324, Qualified in N.Y. County
Commission Expires January 4, 1992

APPLICATION FOR PROBATE OF WILL, ETC.

To the Court of Probate for the District of ~~North~~ Westport:

The application of George F. McKendry,

County of Fairfield and State of Connecticut,
of Wilton / ~~xxxxxx~~ represents that Gladys Malvern
last dwelt in Weston in said District:

that she died within the last ten years, to wit, on the 16 day of November, 1962 ;
that she left a will and testament dated November 13, 1957
duly executed in and by which said applicant is appointed execut or
thereof, and was at the time of her death the owner of goods, chattels, credits and estate whereof the
administration appertains to said Court, and which are disposed of in and by said will.

Said applicant further represent S that said testatrix left no husband ~~xxxx~~ her
surviving, ~~xxxxxx~~
~~xxxxxx~~

~~xxxx~~

~~xxxxxx~~

~~xxxxxx~~

That said testatrix left no children nor any representatives of de-
ceased children, no parents, no brothers or sisters nor any represen-
tatives of deceased brothers or sisters her surviving; that the
applicant has no knowledge of any heirs at law of said deceased.

That the estate of said deceased consists of Real estate of the approximate value of \$ 30,000.00
Personal " " " " " " \$ 10,000.00

And said applicant herewith exhibit S said will to said
Court and pray S for probate thereof, and waives all notice relative to said appli-
cation.

Dated the 20 day of November, A. D., 19 62.

Subscribed and sworn to this 20

day of November,

A. D. 19 62, before me.

Thomas A. Murphy
NOTARY PUBLIC

George F. McKendry

DISTRICT OF WESTPORT, ss., PROBATE COURT, November 27, A. D., 19 62
Estate of GLADYS MALVERN, late of Weston,
in said District, deceased.

Whereas, written application has been made to this Court for the admission to probate of a certain written instrument as and for the Will of said deceased: it is

ORDERED, That said application be heard and determined at the Probate Office, in Westport, on the 7th day of December, A. D., 1962, at 2:30 o'clock afternoon; and that public notice thereof be given to all persons interested therein by publishing this order in a newspaper having a circulation in said District, at least five, days before said day of hearing.

Edward J. [Signature] JUDGE

TO THE COURT OF PROBATE FOR THE DISTRICT OF WESTPORT:

Estate of GLADYS MALVERN, late of Weston,
in said District, deceased.

The subscriber hereby makes return that he published the foregoing order in the Norwalk Hour, a newspaper having a circulation in said District, at least five days before the 7th day of December, 19 62 .

George F. McHenry

Subscribed and sworn to, this 7th day of December, A. D., 19 62 ., before me,

Marion E. Wood JUDGE
Clerk

I, GLADYS MALVERN, of the Town of Weston, County of Fairfield and State of Connecticut, being of lawful age, and of sound and disposing mind, memory and judgment, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all previous Wills and Codicils by me at any time heretofore made.

FIRST

It is my desire as soon as practicable after my decease that my mortal remains be cremated and I further desire that there be no services, mourners, or flowers in connection with this occasion.

SECOND

I direct my Executor hereinafter named to pay all my just debts and funeral expenses as soon as possible after my decease.

THIRD

I give and bequeath the sum of Five hundred Dollars (\$500.00) to EDNA H. SADLER, of Davis Hill Road, Weston, Connecticut, to be hers absolutely and forever.

FOURTH

I give and bequeath to the HENRY STREET SETTLEMENT of New York City, New York, my Sebastien Klotz Violin and Amani Bow.

FIFTH

I give and bequeath to STEVE DUBIN, of Slumber Corners, Weston, Connecticut, if she survives me, my Zorn water color. In the event that said STEVE DUBIN predeceases me, then I give and bequeath the same to MISS LILY FITZGERALD, of 2227 Merton Ave., Los Angeles, California.

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SIXTH

I give and bequeath to THE AUTHOR'S FUND all rights and royalties and revenues from any sale of rights of any of my books.

SEVENTH

I give and bequeath my books, two diamond rings, one diamond brooch, three watches, mink coat, stone martin scarf and all household furniture and furnishings, including gardening equipment to GOOD WILL INDUSTRIES, absolutely and forever.

EIGHTH

All the rest, residue and remainder of my estate, real, personal and mixed and wheresoever situated, I give, devise and bequeath to the SALVATION ARMY, absolutely and forever.

NINTH

I direct that all legacy, inheritance, succession, estate or like taxes legally imposed upon my estate shall be payable from and chargeable only to my residuary estate.

TENTH

I authorize and empower my Executor hereinafter named, if he be then living or his successor, if and whenever in the settlement of my estate he may deem it advisable at his discretion to sell, lease, mortgage, improve or convey the whole or any part of my real or personal property at public or private sale, and to execute on desire proper instruments of transfer and other writings necessary to pass proper title thereto. I further direct that no bond or other security be required of him, who shall qualify and act as Executor hereof, in any jurisdiction to insure the faithful performance of his duties hereunder.

I hereby nominate, constitute and appoint my attorney, GEORGE F. MCKENDRY, as Executor of this my Last Will and Testament.

