

WILL
OF
RONNI SUE COHEN

I, RONNI SUE COHEN, a/k/a RONNI S. CHASEN, a resident of Los Angeles County, California, declare that this is my Will.

FIRST: I revoke all Wills and Codicils that I have previously made.

SECOND: I am unmarried. I have no children, living or deceased.

THIRD:

A. If my mother survives me, I give to the Trustees named in subparagraph (i)(1) of paragraph A of Article SIXTH a pecuniary amount equal to three quarters (3/4) of the value of my estate, using federal estate tax values as finally determined, to be held in trust (sometimes hereinafter referred to as my "Mother's Trust") for the benefit of my mother. My Mother's Trust shall be held, administered and distributed in accordance with the provisions of paragraph A of Article FIFTH.

G. I give all of my furs to my mother, CAROLYN COHEN, if she survives me. If CAROLYN COHEN does not survive me, my Executor shall sell my furs and the net proceeds thereof shall be disposed of as part of the residue of my estate.

H. My Executor shall distribute to each of the following individuals who survives me a painting selected by such individual in the following order of priority: WARREN COWAN, RAYMOND KATZ, PETER SPENGLER, MICHAEL VINER and DEBORAH RAFFIN (taking one painting), SANDY LITTMAN, MARTIN KATZ and DAVID CHASMAN.

I. I give my record collection to my nephew, ROBERT GOFORTH, if he survives me.

J. Subject to paragraph B, I give my playbill collection and other memorabilia relating to the motion picture business to the ACADEMY OF MOTION PICTURE ARTS AND SCIENCES, upon condition that whenever such items are exhibited to the public the exhibition be accompanied by a notice that the item or items so exhibited are "from the collection of RONNI CHASEN."

K. I give the following sums to the following charitable organizations:

- (i) TWENTY THOUSAND DOLLARS (\$20,000) to the HOLE IN THE WALL GANG FUND INC., to be used in operating its camp.
- (ii) TEN THOUSAND DOLLARS (\$10,000) to the MAKE A WISH FOUNDATION INTERNATIONAL.
- (iii) FIVE THOUSAND DOLLARS (\$5,000) to the WOMANS' CANCER RESEARCH FOUNDATION at the University of California at Los Angeles.
- (iv) FIVE THOUSAND DOLLARS (\$5,000) to the AMERICAN FILM INSTITUTE INC.
- (v) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) to the GILDA RADNER CANCER PROGRAM at Cedars Sinai Medical Center.
- (vi) FIVE THOUSAND DOLLARS (\$5,000) to the SIMON WIESENTHAL CENTER.

L. I give the sum of TEN THOUSAND DOLLARS (\$10,000) to each of the following individuals who survives me, provided that such sum is used solely for the purpose of furthering the education of their respective children: PAM WAGNER, ROBERT GOFORTH, AND LOUIS COHEN GOFORTH.

M. I give the sum of TEN DOLLARS (\$10) to my niece, JILL COHEN, who is also known as JILL GATSBY.

FOURTH: I give the residue of my estate, including any failed or lapsed gifts, as follows:

A. If my niece, MELISSA COHEN, survives me, the residue of my estate shall be added to and disposed of as part of my Niece's Trust.

B. If my niece, MELISSA COHEN, does not survive me, the residue of my estate shall be distributed (i) one-half to MELISSA COHEN's natural issue who survive me, by right of representation, (ii) one-quarter to my brother, LAWRENCE G. COHEN, and (iii) one-quarter in equal shares to the charitable organizations identified in paragraph K of Article THIRD and TWO THOUSAND DOLLARS (\$2,000) to BIG SISTER VOLUNTEERS OF LOS ANGELES INC., FIVE THOUSAND (\$5,000) to the CORPORATION FOR PUBLIC BROADCASTING, and FIVE THOUSAND DOLLARS (\$5,000) to ST. JUDE CHILDRENS RESEARCH HOSPITAL.

C. If MELISSA COHEN does not survive me and has no natural issue who survive me, the residue of my estate shall be distributed (i) one-half to my brother, LAWRENCE G. COHEN, and (ii) one-half in equal shares to the charitable organizations identified in paragraph K of Article THIRD and TWO THOUSAND DOLLARS (\$2,000) to BIG SISTER VOLUNTEERS OF LOS

ANGELES INC., FIVE THOUSAND DOLLARS (\$5,000) to the CORPORATION FOR PUBLIC BROADCASTING, and FIVE THOUSAND DOLLARS (\$5,000) to ST. JUDE CHILDRENS RESEARCH HOSPITAL.

FIFTH:

A. My Mother's Trust shall be held, administered and distributed in accordance with the following:

(i) The Trustee of my Mother's Trust shall distribute to or for the benefit of my mother so much of the net income and principal of my Mother's Trust as the Trustee in the Trustee's discretion deems necessary for my mother's health, maintenance, support, comfort and well being. Without limiting the generality of the foregoing, the Trustee shall distribute net income and principal of my Mother's Trust so as to enable my mother to move to and occupy a larger apartment of my mother's choosing, to retain and pay for a live-in companion of my mother's choosing, to use a driver and/or limousine or taxi service of my mother's choosing for her transportation needs, and to provide for any other pleasures and comforts that she desires.

(ii) Upon my mother's death, the remaining balance, if any, of my Mother's Trust, shall, (a) if my niece, MELISSA COHEN, or any of her natural issue survives my mother, be split into shares of sixty percent (60%) and forty percent (40%) of such balance. The sixty percent (60%) share shall be

added to my Niece's Trust if MELISSA COHEN survives my mother, but if not, then it shall be distributed to MELISSA COHEN's natural issue who survive my mother, by right of representation, and the forty percent (40%) share shall be distributed in equal shares to the charitable organizations referred to in paragraph K of Article THIRD and TWO THOUSAND DOLLARS (\$2,000) to BIG SISTER VOLUNTEERS OF LOS ANGELES INC., FIVE THOUSAND DOLLARS (\$5,000) to the CORPORATION FOR PUBLIC BROADCASTING, and FIVE THOUSAND DOLLARS (\$5,000) to ST. JUDE CHILDRENS RESEARCH HOSPITAL, (b) if MELISSA COHEN does not survive my mother and has no natural issue who survive my mother, be distributed one-half to my brother, LAWRENCE G. COHEN, and one-half in equal shares to the charitable organizations referred to in paragraph K of Article THIRD and TWO THOUSAND DOLLARS (\$2,000) to BIG SISTER VOLUNTEERS OF LOS ANGELES INC., FIVE THOUSAND DOLLARS (\$5,000) to the CORPORATION FOR PUBLIC BROADCASTING, and FIVE THOUSAND DOLLARS (\$5,000) to ST. JUDE CHILDRENS RESEARCH HOSPITAL.

B. My Niece's Trust shall be held, administered and distributed in accordance with the following:

(i) The Trustee of my Niece's Trust shall distribute to MELISSA COHEN the sum of TWELVE THOUSAND DOLLARS (\$12,000) per annum annually or more frequently.

(ii) Upon the death of MELISSA COHEN, the remaining balance, if any, of my Niece's Trust shall be distributed in equal shares to the then living natural issue of MELISSA COHEN, by right of representation, but if there are no such then living natural issue, then (1) one-half to my brother, LAWRENCE G. COHEN, and (2) one-half in equal shares to the charitable organizations referred to in paragraph K of Article THIRD and TWO THOUSAND DOLLARS (\$2,000) to BIG SISTER VOLUNTEERS OF LOS ANGELES INC., FIVE THOUSAND DOLLARS (\$5,000) to the CORPORATION FOR PUBLIC BROADCASTING, and FIVE THOUSAND DOLLARS (\$5,000) to ST. JUDE CHILDRENS RESEARCH HOSPITAL.

SIXTH:

A.

(i) (1) I designate CAROLYN COHEN, RAYMOND KATZ and MARTHA SMILGIS to serve as co-Trustees of my Mother's Trust. MARTHA SMILGIS shall have the right, while serving as Trustee, upon notice to any then serving co-Trustee, to designate one or more persons to serve as successor Trustee(s) or successor co-Trustee(s), in the order named by MARTHA SMILGIS,

in the event either CAROLYN COHEN, RAYMOND KATZ or MARTHA SMILGIS shall for any reason be unable to act or continue to act or cease to act as Trustee, and to revoke any such designation.

(2) I designate MARTHA SMILGIS to serve as Trustee of any other trust established hereunder. MARTHA SMILGIS shall have the right, while serving as Trustee, to designate one or more persons to serve as successor Trustee(s) or successor co-Trustee(s), in the order named by MARTHA SMILGIS, in the event MARTHA SMILGIS shall for any reason be unable to act or continue to act or cease to act as Trustee, and to revoke any such designation.

(3) If all persons designated by me or MARTHA SMILGIS are unable to act or continue to act or cease to act as Trustees of any trust established hereunder, then I request the court having jurisdiction of the matter to appoint a bank or trust company authorized to and conducting business as a fiduciary in the State of California and having a net worth of not less than ONE HUNDRED MILLION DOLLARS (\$100,000,000) to serve as Trustee. A majority of the adult and competent income beneficiaries, including persons to whom income may be distributed in the Trustee's discretion, of any trust established hereunder shall have the right to remove the Trustee of such trust and to appoint as successor Trustee any bank or trust company authorized to and conducting business as a fiduciary in the State of California and having a net worth

of not less than ONE HUNDRED MILLION DOLLARS (\$100,000,000), by delivering a written notice of such removal to the Trustee, accompanied by a statement of willingness to accept the trust signed by the selected successor Trustee.

(ii) A Trustee may resign either by written notice to all of the current beneficiaries of the trust (or to the parent, guardian or conservator of any such beneficiary of the trust who is under disability), or by filing the appropriate petition with the court having jurisdiction over the trust. In the event of such resignation, the resigning Trustee shall convey the trust estate to the successor Trustee.

(iii) No bond shall be required of any Trustee named in this Will or designated pursuant to its provisions.

(iv) No successor Trustee shall be obligated to examine or review the accounts, records or acts of any previous Trustee. A successor Trustee may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having any interest in the trust. A Trustee shall be responsible only for his own acts or omissions which are grossly negligent or which are done or omitted to be done in bad faith.

or successor co-Trustees of the trust. If more than one person is acting as Trustee of any trust established hereunder, and such Trustees are unable to agree on a proposed course of action, at the election of any Trustee, the person designated in subparagraph (i) of paragraph A of this Article SIXTH to fill the next vacancy occurring in the office of Trustee shall cast a vote as a special Trustee in order to break the deadlock.

(ix) If more than one person is acting as Trustee of any trust established hereunder, a Trustee shall be presumed to have approved a proposed act or a proposed decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval, and a Trustee shall not be required to make a proposal which has been disapproved on at least two (2) occasions if that Trustee has informed each disapproving co-Trustee that continued disapproval will be assumed until notice to the contrary has been received.

(x) If more than one person is acting as Trustee of any trust established hereunder, a Trustee may from time to time delegate to the other Trustee or Trustees all or any of his or her powers and authorities as Trustee during temporary absences due to vacation, business or employment, illness or emergency, or other similar cause. Any such delegation shall be in writing, shall specify the powers and authorities delegated and may be revoked or modified in

writing. A statement that the Trustee delegates all powers and authorities granted by my Will shall be sufficient to delegate all such powers and authorities. No delegation shall be made for longer than six (6) months, and any two (2) delegations for the same purpose must be separated by at least a thirty (30) day period. Such delegation shall terminate as provided in the written notice, or upon the earlier to occur of the delivery by the delegating Trustee to the other Trustees of written notice of revocation or the expiration of six (6) months from the date of the delegation. The delegating Trustee shall incur no liability to any person regarding the administration of such trust with respect to the exercise of the powers and authorities delegated during the delegation period. Any third party, including any bank, savings and loan, title insurer, stock or bond broker or transfer agent may rely upon such delegation and shall incur no liability for any action taken in reliance on such delegation in the absence of actual knowledge of its revocation or modification.

(xi) An individual shall be considered unable to act as Trustee for such period as the individual is "incapacitated." For purposes of this Article SIXTH, a person shall be deemed "incapacitated" when the person has been declared incapacitated by a court of competent jurisdiction, when a conservator has been appointed for the person, or upon the execution of a written certificate by two (2) licensed physicians, unrelated by blood or marriage to the Trustee or any

beneficiary, who have examined the person stating that, in the opinion of such physicians, the person is physically or mentally incapable of managing his or her financial affairs in a reasonable manner. If the person shall be deemed incapacitated on account of such physicians' certificates, the person shall be deemed to have recovered from such incapacity if two (2) licensed physicians, unrelated to the person or to any beneficiary of the trust by blood or marriage, who have examined the person certify in writing that the person is again capable of managing his or her financial affairs in a reasonable manner. For purposes of such physicians' certificates, as a condition to the acceptance of his or her appointment as Trustee, a person must voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist and the person must authorize physicians and psychiatrists to examine the person and disclose the person's condition in order to determine the person's incapacity or capacity for purposes of my Will. Each physician shall be entitled to compensation for services rendered in connection with determining the person's capacity or incapacity for purposes of my Will, which shall be paid from the trust. The effective date of such incapacity shall be the earliest of the date of the decree adjudicating the person's incapacity, the date of the decree appointing the conservator, or the date on which the second of the two physicians' certificates necessary to determine the person's incapacity is executed. Any third party dealing with the trust may rely on such physicians'

certifications of capacity or incapacity and such person shall incur no liability for any actions taken or omitted in good faith in reliance on any such certifications. If a person ceases being incapacitated within one (1) year of the date of becoming incapacitated, the person at the person's election may resume the office of Trustee previously vacated by him or her, and the person, if any, then occupying such office shall be deemed to have resigned effective as of such resumption.

(xii) As used herein, the term "Trustee" shall be deemed to refer to the person or persons who is or are qualified and acting as Trustee or co-Trustee of this trust at any particular time, including any successor Trustee.

B. Except as otherwise herein provided, the Trustee shall have, with respect to the trust estate of each trust established hereunder, the following powers in addition to those powers now or hereafter conferred by law:

(i) To invest and reinvest all or any part of the trust estate, without regard to any law or laws limiting the investment powers of fiduciaries or requiring the diversification of the investment of property held by a fiduciary in a fiduciary capacity, in every kind of property, real, personal or mixed, and every kind of investment as the Trustee in the Trustee's discretion may select, including without limitation individual, corporate and governmental obligations of every kind, common or preferred stocks, securities of investment trusts and investment companies, mortgages, deeds of trust, mortgage

participations, real estate, interests in common trust funds (including common trust funds now or hereafter established by any corporate Trustee), interests in general and limited partnerships and limited liability companies, and property in which the Trustee owns an undivided interest in any other trust capacity; and in so investing and reinvesting all or any part of the trust estate, to consider individual investments as part of an overall investment strategy; provided, however, that the Trustee shall invest the trust estate with a view both towards the production of income and the long-term growth of principal, giving approximately equal weight to each such factor.

(ii) To hold in the form in which received (or the form to which changed by any reorganization, split up, stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this trust.

(iii) To receive any property from any person, by Will or otherwise, and to retain for such time as he deems advisable any property transferred to any trust established hereunder, whether or not the Trustee would be then authorized to invest in such property and whether or not such property is property in which the Trustee is personally interested or in which the Trustee owns an undivided interest in any other trust capacity; to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as

the Trustee deems advisable; and to keep all or part of the trust estate at any place within the United States or abroad.

(iv) To retain, purchase, or otherwise acquire unproductive property or wasting assets, including without limitation a personal residence or residences for use by the beneficiary or beneficiaries of any trust established hereunder.

(v) To have and exercise all the rights, powers, and privileges of an owner with respect to all property of the trust estate, including without limitation the powers to sell, whether by public or private sale and whether for cash and/or deferred payments, exchange, convey, transfer, operate, improve, mortgage, pledge, encumber, subdivide, partition, improve, repair, develop, grant, assign, bargain and in any other manner, conditionally or absolutely, use, dispose of, or grant options on, all or any portion of the trust estate whenever and as often as he deems advisable; and to manage and control property held in this trust.

(vi) Without limiting the generality of subparagraph (v) of this paragraph B, to have and exercise all the rights, powers and privileges of an owner with respect to any securities included in the trust estate, including without limitation the powers to vote, give general or limited proxies, and pay any calls, expenses, assessments or other sums; to assent to or dissent from corporate sales and other acts; to assent to, dissent from, or participate for any length of time in,

voting trusts, pooling agreements, foreclosures, reorganizations, recapitalizations, consolidations, mergers, and liquidations, or any plan therefor, and in connection therewith, to give warranties and indemnifications and to accept, retain, and/or deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; to exchange, exercise or sell stock subscription or conversion rights; to enter into for any length of time and terminate any shareholders' agreements; and to serve on the board of directors, and any committee of such board, of the issuer of any securities held in the trust or of any affiliate of such issuer.

(vii) To hold securities or other property in the Trustee's name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or in the name of a custodian (or its nominee) selected by the Trustee, with or without disclosure of this trust, the Trustee being responsible for the acts of such custodian or nominee affecting such property, or to hold securities unregistered in such condition that ownership will pass by delivery.

(viii) To acquire and hold any securities or other property even though the Trustee, in his separate capacity, shall have invested or may thereafter invest, using his or her own funds or other funds as to which he or she has the management and control, in the same or related securities or in the same or related other property the interest, principal or other avails of which may be

payable at different rates or different times or may have a different rank or priority; to acquire and hold any securities or other property even though in connection therewith the Trustee, in his or her separate capacity, may receive compensation reasonable and customarily due in the course of his or her regular activities; and to acquire and hold any securities or other property even though the funds used for the acquisition thereof may directly or indirectly be used to pay the principal and/or interest with respect to loans made by the Trustee in his or her separate capacity. The intent of the grant to the Trustee of these powers is to relieve the Trustee, to the full extent permitted by law, from any liability which might arise solely because in his or her separate capacity the Trustee has an interest in such transactions, but not to relieve the Trustee of his or her duties to act fairly, conscientiously and prudently in the management and control of the trust estate.

(ix) To lease all or any part of the trust estate for a term or terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, pooling, and unitization agreements; and to amend or extend existing leases.

(x) To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at rates applicable to loans in similar amounts and upon similar terms; to receive security for any such loan in the form

of a mortgage, pledge, deed of trust, security interest or other lien or encumbrance of or in any assets of the trust; to purchase any assets of the trust at their fair market value, as determined by an independent appraisal; and to sell property to the trust at a price not in excess of its fair market value, as determined by an independent appraisal.

(xi) To disclaim or release or to restrict the scope of any power that any Trustee may hold in connection with any trust established pursuant to my Will, whether such power is expressly granted in the instrument or implied by law. The Trustee shall exercise the power conferred hereby to disclaim, release or restrict in a written instrument executed by the Trustee, specifying the powers to be released or restricted and the nature of any such restriction. Such instrument shall be filed with the records of the Trustee and a copy delivered to each of the beneficiaries of the trust estate who are at the time of such disclaimer, release or restriction entitled to, or may at the Trustee's discretion, receive current distributions of the net income or principal of such trust.

(xii) To employ and compensate out of the trust estate custodians, attorneys, accountants, brokers, investment advisors, and others whose services are, in the Trustee's discretion, necessary or convenient to the administration of the trust; to pay all or any portion of such compensation or of the

Trustee's own fees as the respective services are performed and without prior court approval; and to act without independent investigation upon their recommendations.

(xiii) To borrow money, or assume or carry indebtedness for any trust purpose and upon such terms and conditions as the Trustee determines, and, for any sums so borrowed, to issue a promissory note in the Trustee's name, and to encumber all or any part of the trust estate by mortgage, deed of trust, pledge, or otherwise, for a term within or extending beyond the term of the trust; without limiting the generality of the foregoing, to receive any property which is an addition to the trust subject to a liability, and to assume any liability in connection with the receipt of any property which is an addition to the trust.

(xiv) To commence or defend, at the expense of the trust estate, such litigation or other proceedings with respect to the trust, including without limitation the defense of any contest or other attack on this trust or any of its provisions, or with respect to any property of the trust estate, as the Trustee deems advisable, and to compromise, arbitrate, adjust or otherwise deal with and settle any claims, litigation or other proceedings against or in favor of the trust. The Trustee's powers under this provision shall apply during the term of the trust and following the distribution of the trust estate. However, the Trustee shall have no obligation or duty with respect to any litigation, claims or proceedings occurring

after the distribution of the trust estate unless the Trustee is adequately indemnified by the distributees for any cost, expense or loss in connection with such litigation, claims or proceedings.

(xv) To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against any risk or hazard.

(xvi) To partition, allocate, and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee deems necessary to make division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non pro rata division between trusts or shares and non pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. The income tax bases of assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee in his discretion, and no adjustment need be made to compensate for any difference in such bases.

(xvii) To withhold from distribution, in the Trustee's discretion, at the time for the distribution of any portion of the trust estate, all or any portion of the property or amount otherwise required to be distributed, for such period as the Trustee determines in the Trustee's discretion that such property or amount may be subject to conflicting claims, to tax liabilities or deficiencies, or to other liabilities or deficiencies, contingent or otherwise, properly incurred in the administration of the trust.

(xiii) To make, execute, acknowledge, and deliver, as Trustee, any and all assignments, documents of transfer or conveyance, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(xix) To abandon any property or interest in property included in the trust estate when, in the Trustee's discretion, such abandonment is in the best interest of the trust and its beneficiaries.

(xx) To combine or merge the trust estate of any trust established hereunder with or into the trust estate of any other trust established by me or by me and my husband or by my husband and having the same beneficiaries and substantially the same terms.

(xxi) Without limiting the generality of the other provisions of this paragraph B, with respect to Artistic Property, to develop, acquire, receive

and retain such Artistic Property, even though such Artistic Property may constitute a large portion of the trust estate; to acquire, upon such terms as the Trustee considers advisable, such extensions, renewals or rights as the Trustee determines for the protection of Artistic Property and to pay all expenses in connection therewith; to make any and all agreements, contracts, assignments or arrangements for Artistic Property as the Trustee considers advisable; to institute, join in, maintain, compromise, defend, or otherwise dispose of any litigation arising in any manner in connection with Artistic Property; to license such persons and corporations as the Trustee may select to use, perform, publish, sell, distribute, or otherwise exploit, exclusively or nonexclusively, any Artistic Property for such periods of time, for such royalties or other payments, and upon such terms and conditions as the Trustee determines, with full power of modification of such licensing, distribution, or other agreements; to give such licensees or distributees a power of assignment or sublicense, with or without the consent of the Trustee, subject to such terms as the Trustee determines; to employ and pay attorneys, brokers, managers and agents, for or in connection with the sale, lease, licensing, exploitation, utilization, distribution, or other disposition of, or dealing with, Artistic Property; to transfer such Artistic Property in exchange for stock or securities in a corporation, an interest or interests as a limited and/or general partner in a partnership or an interest in a limited liability company, or an interest

or interests in a tenancy in common, or a beneficial interest in a trust; and the Trustee shall be under no liability or obligation to any person for any action taken pursuant to the powers granted in this paragraph. The term "Artistic Property" refers to and includes all right, title, and interest in and to (a) artistic or intellectual works and properties of any kind and nature created, compiled, written, directed, composed, produced or otherwise authored by me or by any business entity with which I am affiliated, whether done so alone or in collaboration with others, (b) any derivatives of such works or properties, (c) my name, voice, signature, photograph, costume, appearance and likeness (including without limitation the rights recognized under section 990 of the California Civil Code), (d) the tangible embodiments of any of the foregoing (including without limitation films, tapes, prints, discs, records, cassettes, photographs and items of merchandise), (e) all copyrights, trademarks and tradenames on or associated with any of the foregoing (and all renewals and extensions thereof), (f) all rights and proceeds under contracts for the publication, performance, sale, distribution, licensing or other exploitation of any of the foregoing, including royalty rights and all other rights and causes of action of any kind or nature at any time existing in connection with any of the foregoing, or which may arise or accrue therefrom, whether such works or properties shall be finished or unfinished or published or unpublished, and including the rights to secure, extend or renew any copyrights, trademarks,

tradenames or other agreements and the right to exercise all rights with respect to such copyrights, trademarks, tradenames or other agreements, and (g) any interest in a business entity a substantial portion of the operating assets of which consists of Artistic Property. For such purposes, works shall include all works described in or covered by section 101 of Title 17 of the United States Code, or in the provisions of the laws of other jurisdictions protecting the rights of authors and artists.

(xxii) To give a power of attorney to act for or sign the name of such Trustee to any instrument in the Trustee's fiduciary capacity, and any action taken pursuant to such power of attorney shall be valid for all purposes as if done or signed by the Trustee giving such power of attorney. Any such power of attorney may be general or may be limited to certain acts or instruments or may contain conditions and restrictions, and such power of attorney may be amended or revoked at any time by the Trustee giving such power.

C. If any trust established pursuant to this Will includes as a trust asset any interest in a policy of insurance on the life of the Trustee of that trust, the Trustee is authorized to retain such interest as a trust asset, but the Trustee whose life is insured is prohibited from exercising any incidents of ownership with respect thereto. All such incidents of ownership shall instead be exercisable only by a special life insurance Trustee who shall be the person or persons then serving

with the insured Trustee as co-Trustee or co-Trustees of the trust; or if there is no such person so serving, the person or persons designated in subparagraph (i) of paragraph A of this Article SIXTH to serve next as successor Trustee of the trust (after the insured Trustee ceases to act as such). The purpose of this paragraph is to avoid having any of the proceeds of such insurance included in the gross estate of the insured Trustee upon his or her death for estate tax purposes, and this paragraph shall be construed and acted upon accordingly.

D. All of the powers, authorities and discretions granted to the Trustee in his or her capacity as Trustee shall be exercisable by the Trustee only in such fiduciary capacity. The Trustee shall not exercise any discretionary power or authority conferred by my Will to make a distribution or application of any income or principal of the trust estate which would discharge in whole or in part any legal obligation of the person or persons acting as Trustee incurred in such person's individual capacity except where such obligation is incurred for the health, education, maintenance or support of such person in his or her individual capacity as beneficiary of the trust.

E. (i) Income accrued or unpaid on property at the time it is received by any trust established hereunder shall be treated as any other income of such trust. Except as otherwise specifically provided in this Will, income accrued or held undistributed by the Trustee at the termination of any trust or any

interest in a trust established hereunder, shall go to the next beneficiaries of trust in proportion to their respective interests in such trust. Income accrued or held undistributed by the Trustee of a qualified terminable interest property trust upon the death of the spouse for whose benefit such trust has been established shall go to the estate of such spouse. This paragraph shall not apply to income accrued on United States Treasury bonds redeemed at par in payment of federal estate tax upon my death, which shall be governed by subparagraph (iii) of paragraph D of Article SEVENTH.

(ii) Among successive beneficiaries of the trust, all taxes and other current expenses shall be prorated over the period to which they relate on a daily basis.

(iii) The Trustee need not physically segregate or divide the property of the various trusts established hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different trusts.

(iv) Except as otherwise specifically provided in this Will, the determination of all matters with respect to what is principal and income of the trust estate of any trust established pursuant to this Will and the apportionment and allocation of receipts and expenses between income and principal shall be governed by the provisions of the California Revised Uniform Principal and Income Act from

time to time existing. Any such matter not provided for either in this Will or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

(v) Notwithstanding any other provision of this Will or of the California Revised Uniform Principal and Income Act, the Trustee of any trust established pursuant to this Will shall

(a) establish reasonable reserves for (1) depreciation of all income-producing real and personal property and of capital improvements and extraordinary repairs, (2) depletion of all interests in depletable natural resources, including without limitation interests in oil, gas, mineral and timber property, and (3) amortization of all intangible property with a limited economic life, including without limitation patents and copyrights;

(b) credit to principal distributions by mutual funds and similar entities of gains from the sale or other disposition of property; and

(c) amortize all premiums paid and accumulate all discounts received in connection with the acquisition of any bond or other obligation by making an appropriate charge or credit, as the case may be, to income.

F. (i) The Trustee may in the Trustee's discretion take any actions and may make any elections which in the opinion of the Trustee will serve

to minimize the tax liabilities of the trust and its beneficiaries. The Trustee may in the Trustee's discretion make appropriate adjustments in the rights of beneficiaries or between the income and principal accounts to compensate for the effects of any actions or elections which the Trustee believes have the effect of directly or indirectly favoring one beneficiary or group of beneficiaries over any other beneficiary or group of beneficiaries. In recognition of the difficulties of determining the amount of such adjustments, the Trustee is exonerated from any liability to the trust estate or any beneficiary on the ground that any adjustment made or omitted to be made was more or less than the adjustment required by law.

(ii) When determining the distribution of income or principal authorized hereunder, the Trustee may in the Trustee's discretion take into consideration the tax consequences to the trust and the beneficiaries to whom distribution may be made and may in the Trustee's discretion allocate different classes or items of income, deduction and credit to different beneficiaries.

G. The Trustee of my Mother's Trust is expressly authorized, in the Trustee's discretion, to permit my mother to occupy any real property and improvements (the "Residence") held by such trust and to use all furniture, fixtures and equipment (the "Personal Property") held by such trust which are associated with such Residence, on such terms as the Trustee deems advisable, whether rent free or in consideration of payment of taxes, insurance, maintenance, repairs, or

otherwise. The Trustee of my Mother's Trust is specifically authorized to retain, acquire or otherwise purchase a Residence and Personal Property for occupancy and use by my mother pursuant to this paragraph, even though it is not productive of income and even though it constitutes all or a major portion of the trust estate.

H. In any case in which the Trustee is authorized to make a distribution of all or any portion of the trust estate to a beneficiary, the Trustee may, at the Trustee's discretion, make such distribution by making payment directly to such beneficiary or may apply such distribution for the use and benefit of such beneficiary. The circumstances in which the Trustee may apply a distribution for the beneficiary's benefit shall include, but not be limited to, circumstances in which the Trustee determines that the beneficiary is incapacitated through illness or other cause, or the Trustee determines that a distribution is liable to be immediately subjected to attachment, execution or other form of levy in the hands of the beneficiary. Any such application of a distribution for the beneficiary's benefit shall be made at such times and in such manner as the Trustee shall deem advisable and may include payments to persons and organizations other than the beneficiary, provided that the payment is for the benefit of the beneficiary. In such cases, the receipt of the person or organization to whom the payment is made or entrusted shall be a complete discharge of the Trustee's responsibilities with respect to such payment.

I. Whenever the Trustee is directed to make a distribution of all or any portion of the trust estate, or to make a division of the trust estate into separate trusts or shares on the death of a person referred to in this Will, the Trustee may delay, without payment of interest, such distribution or division for such period as may in the Trustee's discretion be reasonably required to ascertain and provide for the payment of any tax or other obligation for which the property of the trust estate to be distributed or divided is or may become liable or to resolve any conflicting claims regarding entitlement to such property. If the Trustee elects to delay distribution or division, the delayed division or distribution shall be made as if it had taken place at the time indicated in the absence of this provision. All rights granted to beneficiaries of any trust established hereunder shall be deemed to be vested and to be effective at the time indicated in the absence of this provision.

J. Payments to any beneficiary who is a minor or who is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Transfers to Minors Act (or successor or comparable statute), parent or any other suitable adult with whom the beneficiary resides, or may be applied for the beneficiary's benefit. Sums may be paid directly to a minor beneficiary who, in the Trustee's judgment, has attained sufficient age and discretion to render it probable that such sums will

be properly expended. All such payments may be made by the Trustee without the intervention of any court, and the receipt to the Trustee for the funds so distributed shall be full discharge to the Trustee thereof; but the Trustee may require such reports and take such steps as the Trustee deems advisable to assure the due application of such funds to the purposes under this trust. No bond or security shall be required of any such payee. Payments for the account of a beneficiary who is a minor which are made to a custodian under the Uniform Transfers to Minors Act (or successor or comparable statute) may, if so specified by the Trustee, be held by such custodian until the beneficiary attains age twenty-five (25) or such younger age as the Trustee specifies.

K. Unless otherwise specified herein,

(i) Any addition to any trust established hereunder that, at the time of the transfer, has been wholly distributed (except as the result of the exercise of a power of appointment which did not specify the manner in which a subsequent addition to the trust shall be distributed) shall be distributed to the distributees of such trust at the time of the final distribution in the same proportion as the final distribution; if any such distributee was a natural person who is not then living, the share of such distributee shall be distributed to his or her then living issue, by right of representation; but if there are no such then living issue, such share shall augment proportionately the shares of the other distributees.

(ii) Any addition to any trust established hereunder that, at the time of the transfer, has been partially distributed (except as the result of the exercise of a power of appointment which did not specify the manner in which a subsequent addition to the trust shall be distributed) shall augment proportionately the distributed and undistributed portions of such trust. The portion of the addition augmenting the distributed portion of such trust shall be distributed to the distributees of such trust at the time of the partial distribution (or if there has been more than one such partial distribution, to the distributees at the time of each such partial distribution) in the same proportion as the partial distribution or distributions; if any such distributee was a natural person who is not then living, the share of such distributee shall be distributed to his or her then living issue, by right of representation; but if there are no such then living issue, such share shall augment proportionately the shares of the other distributees.

(iii) Any addition to any trust established hereunder over which a power of appointment has been exercised shall be held in a separate trust or distributed as if the power had not been exercised, unless the instrument exercising that power specifies the manner in which a subsequent addition to the trust shall be distributed.

(iv) For purposes of this Will, the term "proportionately" shall mean equally with respect to all trusts set aside for my children and, with

respect to any trusts for the issue of my deceased child into which a trust for my deceased child has been divided, shall mean a fractional part of the trust set aside for such issue, the numerator of which fraction shall be one, and the denominator of which shall be the number of trusts into which my deceased child's trust shall be divided from time to time. Comparable principles shall apply with respect to other beneficiaries.

L. Unless sooner terminated in accordance with other provisions of this Will, all trusts established hereunder (and each trust established by the exercise of a power of appointment conferred hereunder) shall terminate one day prior to the date which is twenty-one (21) years after the death of the last survivor of the following individuals living (or in gestation) at my death: any issue of my parents. The principal and undistributed income of a trust terminated pursuant to this paragraph L shall be distributed among the income beneficiaries of such trust who are then entitled to receive trust net income in the same proportion that the beneficiaries would be entitled to receive trust net income immediately before the termination of such trust. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this paragraph L shall be made, by right of representation, to the persons who are then entitled or may in the Trustee's discretion be authorized to receive payments of trust net income.

M. (i) No interest in the principal or income of any trust established hereunder shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

(ii) If the creditor of any beneficiary who is entitled to any distributions from any trust established hereunder attempts by any means to subject to the satisfaction of his or her claim that beneficiary's interest in any distribution, then, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

(a) The Trustee shall pay to or apply for the benefit of the beneficiary all sums the Trustee in the Trustee's discretion determines to be necessary for the reasonable health, education, maintenance and support of the beneficiary according to his or her accustomed mode of life; and

(b) The portion of the distribution that the Trustee determines to exceed the amount necessary for the reasonable health, education, maintenance and support of the beneficiary according to his or her accustomed mode of life shall in the Trustee's discretion either be added to and become principal in whole or in part or be paid to or applied for the benefit of the other beneficiaries then entitled to receive distributions of net income from any such trust, in proportion to their respective interests in the trust estate; or, if there are no other beneficiaries, the excess distribution may be paid to or applied for the

benefit of the person or persons presumptively entitled to the next eventual interest, in proportion to their respective interests in the trust.

N. Until the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of any trust established hereunder, such as a birth, a marriage, or a death, the Trustee shall not be liable to any beneficiary of such trust for any distribution made as though the event had not occurred; provided, however, that this paragraph N shall not exonerate the Trustee from liability arising from nonpayment of death or generation-skipping taxes that may be payable by the trust on the occurrence of an event affecting the beneficial interests in the trust. In particular, unless within six (6) months after the death of any person holding a power of appointment given him or her pursuant to this Will, the Trustee shall have received actual written notice of an instrument purporting to exercise such power, the Trustee may distribute any property according to the terms of such trust as if the power had not been exercised. In such event if an instrument purporting to exercise such power exists, the Trustee shall not be liable to the appointees under such exercise; provided, however, that the respective rights of the appointees and distributees of such property among themselves shall be governed by applicable law.

O. If any trust established under this Will has only one current beneficiary, such beneficiary is age eighteen (18) or older, and the trust has a total

value at the end of a calendar year of FIFTY THOUSAND DOLLARS (\$50,000) or less, the Trustee may, in the Trustee's discretion, distribute all of the principal and accrued or undistributed income of such trust to or for the benefit of that beneficiary and terminate the trust for that beneficiary.

P. The Trustee may, in the Trustee's sole discretion, require, as a condition to making a distribution to a beneficiary, that the beneficiary (or the beneficiary's conservator, guardian of the person, custodian under the Uniform Transfers to Minors Act, parent or other suitable adult with whom the beneficiary resides, as the Trustee in the Trustee's sole discretion determines) provide the Trustee with a release with respect to the amount so distributed and, if the Trustee in the Trustee's sole discretion deems it applicable, with respect to the entire interest of the beneficiary of this trust.

Q. Any beneficiary (including a person who would be a beneficiary but for such disclaimer) shall have the right to disclaim all or any part of any interest in the trust estate of any trust established hereunder to which such beneficiary is or may be entitled. Except as otherwise provided in this Will, any interest which is disclaimed shall be held, administered and distributed as if the disclaiming beneficiary had predeceased the person transferring such interest. No interest of the beneficiary, except for the interest specifically disclaimed, shall be affected by the disclaimer.

R. If an individual Trustee of a trust established hereunder has the power, acting alone or in conjunction with any other person, to distribute income or principal of the trust to himself or herself as a beneficiary thereof, and such power is not otherwise limited by an ascertainable standard, as described in section 2041(b)(1)(A) of the Code, then the Trustee's power to make distributions to himself or herself as beneficiary shall be limited by such ascertainable standard. In addition, if an individual Trustee of a trust established under this Declaration of Trust has the power, acting alone or in conjunction with any other person, to distribute income or principal of the trust to himself or herself as a beneficiary, the final sentence of subparagraph (xvi) of paragraph B of this Article SIXTH shall not apply while such individual is Trustee.

S. (i) Notwithstanding the provisions of Article FIFTH, the Trustee is authorized as follows:

(a) to subdivide the trust estate of any trust established pursuant to this Will into separate subshares (whether or not equal), and

(b) to hold any such subshare as a separate trust.

(ii) The Trustee is requested, but not directed, to make a division of the trust estate of any such trust into separate subshares in accordance with subparagraph (i) in the manner which the Trustee believes will result in one or more of the subshares having a lower inclusion ratio, within the meaning of

section 2642 of the Code, from the inclusion ratio with respect to the other subshare or subshares of such trust, in order to reduce overall taxes on generation-skipping transfers, as determined by the Trustee in the trustee's absolute discretion.

(iii) As an inducement to the Trustee to make a division pursuant to subparagraph (i) in the appropriate case, each of the Trustee's decisions under this paragraph S shall be binding on all persons and their successors and assigns, and the Trustee shall incur no liability to any person by reason of any adverse consequences of any such decision.

T. The powers, duties and immunities of the Trustee with respect to any trust established hereunder shall continue following the termination of such trust until all the property of such trust has been distributed.

SEVENTH:

1/5/2018
A. I nominate LAWRENCE G. COHEN, MARTHA SMILGIS, LESTER STEIN and RAYMOND KATZ as co-Executors of this Will. If any of them shall for any reason fail to qualify or cease to act as Executor, I nominate those of them who are able and willing so to act to act or continue to act as co-Executors of this Will. The term "my Executor" as used in this Will shall refer collectively to the person or persons then acting as Executor(s), and shall include any personal representative of my estate. No bond shall be required of any person nominated as Executor in this Will.

C. My Executor shall have the right, but shall not be obligated, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts, to compensate for the consequences of any tax decision that my Executor believes has had the direct or indirect effect of preferring one beneficiary or group of beneficiaries. My Executor shall have the authority to make or not make, in my Executor's absolute discretion, any and all tax elections and determinations provided under federal, state or local law, including without limitation the selection of a valuation date, the determination whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions, and the elections provided under sections 2056(b)(7)(B)(v) and 2652(a)(3) of the Code. No beneficiary under this Will, whether an income beneficiary or remainderman of any trust, or other beneficiary, shall have the right to recoupment or restoration of any loss the beneficiary may suffer as a result of any such adjustment or exercise by my Executor of the discretions conferred hereunder.

D. (i) I direct my Executor to pay all estate, inheritance and succession taxes, and any interest and penalties relating to such taxes, imposed by reason of my death and attributable to my probate estate. All such payments shall be made from and charged against the residue of my estate, without adjustment or

charge against any beneficiary of my probate estate, or any transferee of property passing outside my probate estate.

(ii) To the extent properly deducted in computing my taxable estate for federal estate tax purposes, my funeral and last illness expenses, administration expenses, attorneys' fees for my probate estate and any debts of mine owed at my death and not barred by the statute of limitations or otherwise which are properly paid by my Executor shall be charged against the residue of my estate.

(iii) Notwithstanding any other provision of my Will to the contrary, to the extent my gross estate for federal estate tax purposes includes obligations of the United States, redeemable at par on death in payment of federal estate taxes, my Executor shall pay the federal estate taxes due as a result of my death in an amount not less than the par value plus accrued interest of such obligations or the amount of the federal estate taxes due with respect to my taxable estate, whichever is the lesser amount.

(iv) Notwithstanding any other provision in my Will to the contrary, my Executor shall not pay any estate, inheritance or succession taxes, nor any interest or penalties relating to such taxes, nor shall he pay my funeral or last illness expenses, administration expenses or attorneys' fees for my probate estate, or any debts of mine at the date of my death or of my probate estate, from the

proceeds of life insurance on my life or from funds received from qualified employee benefit plans, to the extent such proceeds or funds are excludable from my gross estate for federal estate tax purposes, unless there would otherwise be insufficient assets of the probate estate to make such payments. In such event my Executor, at my Executor's discretion, may use the proceeds of life insurance or qualified employee benefit plans to the extent my Executor deems advisable.

(v) For purposes of this paragraph D, the tax, if any, imposed on account of my death by section 4980A(d) of the Code on my interest in qualified employer plans and individual retirement plans, and any interest and penalties related to such tax, shall not be treated as a tax but shall instead be treated as a valid debt of mine.

E. Payments to any beneficiary who is a minor or who is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Transfers to Minors Act (or successor or comparable statute), parent or any other suitable adult with whom the beneficiary resides, or may be applied for the beneficiary's benefit. Sums may be paid directly to a minor beneficiary who, in my Executor's judgment, has attained sufficient age and discretion to render it probable that such sums will be properly expended. All such payments may be made by my Executor without the intervention of any court, and the receipt to my Executor for the funds so

distributed shall be full discharge to my Executor thereof; but my Executor may require such reports and take such steps as my Executor deems advisable to assure the due application of such funds. No bond or security shall be required of any such payee. Payments for the account of a beneficiary who is a minor which are made to a custodian under the Uniform Transfers to Minors Act (or successor or comparable statute) may, if so specified by my Executor, be held by such custodian until the beneficiary attains age twenty-five (25) or such younger age as my Executor specifies.

EIGHTH: Except as otherwise provided in this Will, I have intentionally and with full knowledge of the consequences omitted to provide herein for any of my heirs living at the date of my death. Without limiting the generality of the foregoing, I have intentionally and with full knowledge of the consequences omitted to provide for my niece, JILL COHEN, also known as JILL GATSBY, except for the gift of TEN DOLLARS (\$10) referred to in Article THIRD.

NINTH:

A. If any beneficiary of this Will or of a trust established hereunder directly or indirectly does any of the acts described in paragraph B, or in any way participates or assists in the commission of any such acts, any interest under my Will or in such trust given to such beneficiary is revoked and shall be

disposed of in the same manner provided by this Will as if such beneficiary had predeceased me without issue.

B. The acts described in this paragraph B are as follows:

(i) Attacking or contesting in any manner this Will, any trust of which I am a settlor, any gift made by me, the designation of a beneficiary under any plan, policy, contract or other instrument providing for the payment of a benefit in the event of my death, or any right of survivorship under joint tenancy or tenancy by the entireties of which I was a tenant at the time of my death;

(ii) Seeking to nullify, void or set aside, by judicial adjudication or otherwise, this Will, any trust of which I am a settlor, any deed of gift made by me, any designation of a beneficiary under any plan, policy, contract or other instrument providing for the payment of a benefit in the event of my death, any joint tenancy or tenancy by the entireties created by me, or any of the provisions of any of them;

(iii) Claiming entitlement to any asset or interest therein of my probate estate, or of any trust of which I am a settlor by way of an oral contract, quantum meruit or promissory estoppel (whether or not such claim is successful);

(iv) Challenging unsuccessfully the appointment as executor of a person appointed as executor in this Will, or the appointment as trustee of a person designated as trustee by me under any trust established by me;

(v) Contesting in any manner the characterization by me as my separate, quasi-community or community property of any property of my probate estate, of any trust of which I am a settlor, or of any property passing outside my probate estate.

TENTH:

A. As used in this Will:

(i) References to the "child" or "children" of any specified individual shall mean such individual's lineal descendant or descendants of the first generation where a parent and child relationship existed, as determined by California law, between the specified individual and such descendant or descendants. References to the "issue" of any specified individual shall mean such individual's lineal descendants of all generations where a parent and child relationship existed, as determined by California law, at each generation.

(ii) Notwithstanding the provisions of subparagraph (i), (a) an adopted child shall not be considered the child of the adopting parent or parents or the issue of anyone who is an ancestor of the adopting parent or parents; (b) the issue of an adopted child shall not be considered the issue of the adopting parent

or parents or of anyone who is an ancestor of the adopting parent or parents; and
(c) the provisions of section 6408(b) of the California Probate Code shall not apply.

B. A reference to the "Will" of any person shall include any valid Codicil thereto.

C. A reference to a section or other provision of any law, statute or regulation shall be deemed to include any comparable successor or substitute section or provision.

D. "Education" of a person shall include secondary, college, postgraduate, professional and vocational study, as long as pursued to advantage by such person, at an institution of such person's choice, and in determining payments to be made for such education, such person's related living and travel expenses to the extent that they are reasonable shall be considered payments made for education.

E. A reference to the "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended and in effect, and any provisions supplemental thereto or substituted therefor.

F. A reference to a "current beneficiary" shall mean, with respect to any trust established hereunder, any person who is entitled or may in the Trustee's discretion receive distributions of net income or principal of the trust in

his or her capacity as a beneficiary thereof, other than solely in connection with the termination of the trust.

G. A person shall be considered living at the happening of a specified event if the person is in gestation when that event occurs and is later born living.

H. Whenever the context clearly requires it, the singular and plural persons shall include each other, and the masculine, feminine and neuter genders shall include the others.


ELEVENTH: I have not entered into either a contract to make wills or a contract not to revoke wills.

TWELFTH: I request that LILI ZANUCK, MARTHA SMILGIS and WARREN COWAN arrange a funeral ceremony, consisting of a small temple religious service conducted by a rabbi, and a memorial service. I request that RAYMOND KATZ and JACKIE APPELBAUM handle the religious aspects of the service. I am to be buried in my family plot in Pleasantville, New York. I request that I be buried with a metal casket, and that it should be closed, or in a crypt if I have one. I request that my brother, my mother, WARREN COWAN, LILI ZANUCK and MARTHA SMILGIS, acting together, select the speakers for the memorial service. I request that JOHN WILLIAMS write a piece of music for the

service, if possible. I request that WARREN COWAN write the release to the trades, and that no mention be made of my age.

THIRTEENTH: If I and any beneficiary of my Will should die simultaneously or under such circumstances as to render it difficult or impossible to determine who predeceased the other, I shall be conclusively presumed to have survived such beneficiary for purposes of this Will.

I subscribe my name to this Will this 10th day of JUNE, 1994,
at [REDACTED] NEW YORK - N.Y.


RONNI SUE COHEN
a/k/a RONNI S. CHASEN

This foregoing instrument, consisting of fifty-one (51) pages, including the page signed by us as witnesses, was at the date hereof, by RONNI SUE COHEN signed as and declared to be her Will, in the presence of us who, at her request and in her presence, and in the presence of each other, have subscribed our names as witnesses thereto. Each of us observed the signing of this Will by RONNI SUE COHEN and by each other subscribing witness and knows that each signature is the true signature of the person whose name was signed.

Each of us is now more than twenty-one (21) years of age and a competent witness and resides at the address set forth after his name.

We are acquainted with RONNI SUE COHEN. At this time, she is over the age of eighteen (18) years, and to the best of our knowledge she is of sound mind and memory and is not acting under duress, menace, fraud, misrepresentation, or undue influence.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on JUNE 10TH, 1994, at New York City, N.Y.

Jane Karr
(Signature)

JANE KARR
(Print Name)

Residing at

[REDACTED]

New York, N.Y. 10025

Stephanie Hammett
(Signature)

STEPHANIE HAMMETT
(Print Name)

Residing at

[REDACTED]

Agoura, CA 91301

(Signature)

Residing at

(Print Name)

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