

LAST WILL AND TESTAMENT
of
PAUL NEWMAN

I, PAUL NEWMAN, also known as PAUL L. NEWMAN, of Westport, Connecticut, make, publish and declare this to be my last will and testament. I hereby revoke all wills and codicils to wills which I have made previously.

Section 1: Tangible Personal Property:

1.1. Airplane and Race Cars: I direct the executors to sell any airplane and all race cars which I own at the time of my death at public auction or private sale, as the executors shall deem advisable in order to realize their fair market value. I authorize the executors to engage one or more appraisers or auctioneers knowledgeable about such items to assist the executors in determining both an appropriate value and the best method for marketing such items. The net proceeds thereof shall pass under Section 6 as a part of my residuary estate.

1.2. Oscars And Other Theatrical Awards: I bequeath all Oscars and other theatrical awards which I own at the time of my death to Newman's Own Foundation, a Delaware corporation organized exclusively for purposes described under Section 501 (c) (3) of the Internal Revenue Code (or to its successor in interest), hereinafter referred to as Newman's Own Foundation."

1. 3. Other Tangible Personal Property: I bequeath to my wife, Joanne Woodward Newman (also known as Joanne Woodward), if she survives me, all tangible personal property which I own at the time of my death other than any property effectively sold and/or bequeathed as provided under Subsections 1.1 and 1.2 above, including without limitation all household furnishings, musical instruments, works of art, personal effects and automobiles, together with any prepaid insurance or proceeds of insurance thereon. If my wife does not survive me, I bequeath such tangible personal property and insurance to my descendants who survive me, in shares per stirpes, to be divided among them as the executors shall determine, in proportions which shall reflect the value of each descendant's stirpital share as nearly as may be practicable; provided, however, that the share of any grandchild or more remote descendant of mine who has not attained age thirty-five at the time of my death shall be distributed to the then trustee under the Amended and Restated Newman Living Trust Number One of even date established by me as settlor and trustee and signed by me prior to the execution of this will ("my Trust Agreement"), to be held and administered in a separate trust for the benefit of such person under subsection 3.12 and the succeeding provisions of my Trust Agreement as my Trust Agreement hereafter may be further amended.

1. 4. Memorandum: I may leave a memorandum containing suggestions for the disposition of certain items of my tangible personal property, but such memorandum shall not be binding on the legatees named in this Section.

Section 2: Promissory Notes: If my wife, Joanne Woodward Newman, does not survive me, I bequeath (A) any promissory notes payable to me (i) by any daughter of mine who survives me, and (ii) by Cora Casem, presently of Fresh Meadows, New York, if she survives me, to the debtor at each such promissory note, together with any accrued and unpaid interest thereon.

Section 3: Specific Bequest: If my wife, Joanne Woodward Newman, survives me, I bequeath (A) any property interests which I own at the time of my death in (i) Coleytown Productions, Inc., (ii) Aspetuck Productions, Ltd., (iii) Newman Foreman Productions, Inc., and (iv) any other entity that receives royalties, profit participations or residuals representing payment for my services rendered as an actor and (B) any other right to receive royalties, profit participation or residuals representing payment

for my services rendered as an actor to the then trustee under my Trust Agreement, to be held and administered in Marital Trust B for the benefit of my wife under Subsection 3.8 and the succeeding provisions of my Trust Agreement as my Trust Agreement hereafter may be further amended. If my wife does not survive me, I bequeath such property interests to Newman's Own Foundation. In addition, I direct that the executors shall have no rights to sell any of such property interests passing under this Section.

Section 4: Property Interests: I bequeath (i) all of my Publicity and IP Rights (as defined below), (ii) my entire interest in Newman's Own, Inc. (or its successor in interest), (iii) my entire interest in Solid King, Inc. (or its successor in interest), and (iv) my entire interest in No Limit, LLC (or its successor in interest) to Newman's Own Foundation. The term "Publicity and IP Rights" as used throughout my will shall mean those intellectual property and related tangible or intangible property rights that I may own at the time of my death or in which I may have any interest at the time of my death relating to my name, signature, image (still and moving, photographed and drawn), voice, persona, performances, and various related trademarks and copyrights together with the goodwill associated with any such rights, and including any applications or registrations for such rights, any rights of publicity, any rights to receive payments associated with such intellectual property rights and such rights of publicity, including royalties, profit participations or residuals, any rights to enforce and sue for past and future infringement or violation of such rights, and, to the extent transferable, any rights granted to me in connection with any license or other agreements to which I am a party, other than any property interests effectively bequeathed under Section 3 above.

Section 5: Real Estate: I devise and bequeath to my wife, Joanne Woodward Newman, if she survives me, absolutely and in fee simple, all real estate and interests in real estate, wherever situated, which are owned and used by me at the time of my death as my principal residence, as a seasonal residence or as an office ((including without limitation any interest in a condominium or cooperative), together with any prepaid insurance or proceeds of insurance thereon, but subject to any mortgage or other debt secured by such property.

Section 6: Residuary Estate: I devise and bequeath all other debt secured by such property, or proceeds of insurance thereon, but subject to any mortgage or situated, including any property not effectively bequeathed or devised under the foregoing provisions of this will but excluding any property over which I have a power of appointment, to the then trustee under my Trust Agreement, to be administered under the terms thereof as it hereafter may be further amended.

Section 7: Appointment of Executors: I appoint Brian Murphy, presently of Manhattan Beach, California, Robert H. Forrester, presently of Avon, Connecticut, and such individual (other than a daughter of mine) selected by majority vote of my daughters, who survive me, to be the co-executors of my estate. If Brian Murphy, Robert H. Forrester or such individual selected by majority vote of my daughters fails to qualify or cease to serve as an executor, the other or others of them shall serve as co-executors or sole executor, as the case may be, with all the same powers, discretions and immunities.

I empower the executors to act as ancillary executors of my estate or to appoint any qualified person or corporation to act as ancillary executor in any jurisdiction.

I direct that no bond or other security shall be required of any person or corporation serving as executor or ancillary executor.

Section 8: Powers of Executors: In addition to all powers and discretions conferred upon the executors by other provisions of this will or by law, I hereby grant to the executors all the powers of the Connecticut Fiduciary Powers Act set forth in Connecticut General Statutes §45a-234, and the following additional powers of that Act set forth in Connecticut General Statutes §45a-235: (2) Buy Insurance and Annuities; (3) Invest in, Partnerships, etc.; (6) Form Corporation or Other Entity; (7) Fiduciary May

Become Director or Officer; (9) Residential Realty; (10) Deal with Estate and Trust; (11) Suits on Insurance Policies; (12) Advancement of Income; (14) Reduce Interest Rates; (15) Establish and Maintain Reserves; (16) Investment Philosophy; (17) Investment During Estate Administration; (19) Mortgage and Refinance Real Estate; (21) Distribute Directly to Remaindermen; (22) Disclaimer of Power; (23) Comply with Stock Restrictions; (24) Continue Subchapter s Election; (25) Acquire Interest in Trust Asset; (26) Income to Custodian for Minor; and (27) General Powers.

In addition, without limiting the foregoing, I give the executors the following powers:

(A) To enter into any transactions authorized under this Section or by law with the legal representative or trustee of any estate or trust in which any beneficiary hereunder or executor hereof has any beneficial interest, even though the legal representative or trustee of such estate or trust is also an executor hereof;

(B) To allocate any portion of my generation-skipping transfer tax exemption under Section 2631(a) of the Internal Revenue Code to any property as to which I am the transferor, including any property transferred by me during my life as to which I did not make an allocation prior to my death;

(C) To disclaim, in whole or in part, on behalf of my estate any interest in property, real or personal, including any power;

(D) To elect to treat as qualified terminable interest property for purposes of the federal or any state estate tax marital deduction all or any specific portion of any property includable in my gross estate for federal estate tax purposes. The executors, may make any such election in order to minimize the death taxes payable by my estate and, in addition, shall consider the effect of any such election on the death taxes payable by my wife's estate, especially if she should die before any such election is made;

(E) To exercise the special election under Section 2652 (a) (3) of the Internal Revenue Code;

(F) To take any and all reasonable measures to (i) manage and control the use of my Publicity and IP Rights, (ii) License or otherwise give permission for approved uses of my Publicity and IP Rights, and (iii) prevent uses of my Publicity and IP Rights that I either explicitly did not approve during my lifetime or that are inconsistent with those uses I did explicitly approve regardless of whether they were disapproved during my lifetime;

(G) To protect my Publicity and IP Rights including taking reasonable measures to decline and oppose any and all uses of my Publicity and IP Rights for commercial purposes anywhere in the world except as authorized under Paragraph (H) below and except as they were used in photoplays or other performances which I authorized during my lifetime and for advertising and promotion in connection with such photoplays or other performances; provided, however, that those photoplays or performances are performed or published in the same or substantially identical form as in their original release or other form which I authorized during my lifetime;

(H) To take all reasonable measures to prevent any and all use of my Publicity and IP Rights on any product or in connection with the advertising or promotion of any product or service whatsoever except in connection with food products (a) of at least the quality of the current Newman's Own brand of products and (b) authorized and/ or licensed by: (i) No Limit LLC / Newman's Own Foundation, and/or Newman's Own, Inc. (or their respective successors in interest), or (ii) in connection with fundraising activities for the Hole in the Wall Gang Camp Fund, Inc., Hole in the Wall Foundation or the Association of Hole in the Wall Gang Camps and its member camps (or their respective successors in interest); provided, however, that such uses have been approved by No Limit, LLC (or its successor in interest and/or Newman's Own Foundation and, provided further, that such uses are consistent with the quality of uses made for my Publicity and IP Rights during my lifetime;

(J) To appoint one or more advisors for the purpose of conserving and protecting my Publicity and IP Rights including without limitation (a) residuals, (b) shares or percentages in profits or other

revenue from television programs, films or plays, (c) royalties, (d) ownership or interest in such Publicity and IP Rights, or (e) merchandising rights; and

(K) To borrow funds in such amounts and for such purposes as the executors shall deem to be in the best interests of my estate and the beneficiaries thereof; to purchase property on the credit of my estate; and to guarantee any debt or obligation incurred by me or any entity which is owned substantially or entirely, directly or indirectly, by me or my estate, and in connection therewith, to execute and deliver promissory notes or other evidences of such indebtedness or guarantee; to mortgage, pledge, hypothecate or otherwise encumber all or any part of my estate and to secure payment of such indebtedness or on such guarantee from the assets of my estate. In exercising such authority, I direct the executors to guarantee bank loan indebtedness incurred by Newman's Own, Inc. (or any parent, successor, subsidiary or affiliated company of Newman's Own, Inc.), to finance or otherwise facilitate such entity's purchase of Newman's Own Organics, Inc. (or its successor in interest), provided that such guarantee shall not exceed the amount of Ten Million Dollars. I authorize the executors to take all necessary actions, including the sale of assets of my estate, as the executors shall determine to be appropriate in exercising this directive. I further specifically authorize the executors to secure such guarantee using assets of my estate to the extent and in such manner as the executors in the executors' discretion shall determine and to pay any bank loan indebtedness on such guarantee in full at such time or times and in such manner as the executors in the executors shall determine and to pay any bank loan indebtedness on such guarantee in full at such time or times and in such manner as the executors in the executors' sole discretion shall determine.

All such powers shall be exercisable by the executors without probate court approval. The executors' determination with respect to the exercise of any power or election hereunder shall be conclusive upon all persons affected thereby. The executors shall not be responsible for losses to any person resulting from the good faith exercise of discretion by the executors.

Section 9: Expenses, Bequests and Taxes:

9.1. Expenses: I direct the executors to pay all of (i) my funeral and related expenses; (ii) the expenses of administering my estate, including the expenses of any ancillary probate proceedings; and (iii) the reasonable expenses incurred in insuring, safeguarding, delivering, or transferring any property included in my probate estate.

9.2. Death Taxes: I direct the executors to pay all death taxes (as hereinafter defined), including any interest and penalties thereon, levied or assessed upon or with respect to any property which is included in my estate for the purpose of any such tax, whether such property passes under this will or otherwise.

The term "death taxes" shall mean all legacy, succession, inheritance, transfer and estate taxes, but shall not include generation-skipping transfer taxes imposed under Chapter 13 of the Internal Revenue Code or under any state tax laws.

9.3 Sources of Payment; Apportionment: I direct that no portion of any such expenses or death taxes paid under this Section shall be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, or charged against any property which passes to any of them, and I direct the executors to pay such expenses and death taxes from my probate estate, in the same manner as payment of administration expenses.

The executors may direct the trustee under my Trust Agreement to pay to my estate such amount of trust property as the executors shall determine are required for payment, in part or in full, of (i) any such expenses (ii) any such death taxes (including any interest and penalties thereon), and (iii) any bequests or devises contained in this will and any codicils thereto.

Notwithstanding the foregoing, if my gross estate as determined for the purpose of any death taxes includes property with respect to which I have a power of appointment, the executors shall recover from such property and/or from the recipient thereof, as the executors shall determine, the pro rata

share of each death tax attributable to such property, in an amount which bears the same ratio to the total of such death tax as the value of such property bears to my taxable estate as determined for the purpose of each death tax. The executors may recover such amounts on or before the due date of any such death tax and on or before the due date of any additional assessments, as may be determined for any such death tax.

Section 10: Will And / Or Trust Agreement Contest: If any beneficiary under this will and/or any codicil hereto ("my will") and/or under my Trust Agreement, shall in any manner, directly or indirectly, attempt to contest the probate or validity of any part or all of my will and/or my Trust Agreement, then such beneficiary shall forfeit and cease to have any right or interest whatsoever under my will, and, in such event, I direct that my estate shall be disposed of in all respects as if such beneficiary had predeceased me.

Section 11: General Provisions:

11.1. The underlined captions in this will are for convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect their construction or application.

11.2. The gender and the number of any word shall be construed to include another gender or number whenever appropriate.

11.3. When a distribution is to be made hereunder to my descendants "in shares per stirpes," the initial stirpital division shall be at the level of my children, whether or not any child of mine is living at the time of such distribution.

11.4. With respect to adopted persons other than my children, the terms "grandchildren" and "descendants" shall include those children legally adopted before attaining the age of eighteen and those descended from persons so adopted.

11.5. The terms "executor," "executors" and "co-executors" shall mean the fiduciary or fiduciaries appointed by a court of competent jurisdiction to administer my estate.

11.6. The term "Internal Revenue Code" shall mean the Internal Revenue Code of 1986 (or its successor), as amended to the date of my death.

11.7. In the event that Newman's Own Foundation does not exist or is not an organization described in Sections 170(c) and 2055(a) of the Internal Revenue Code at the time of my death, the executors shall distribute any such property which otherwise would have been distributed to it to one or more organizations then described in Sections 170(c) and 2055(a) as executors shall select in the executors' sole discretion.

11.8. If my wife, Joanne Woodward Newman, and I die under such circumstances that the order of our deaths cannot be determined, she shall be presumed to have survived me.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of April, 2008.

Paul Newman

Signed, published and declared by the above-named testator, Paul Newman, as and for his last will and testament, in the presence of us who at the testator's request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses:

_____ of _____

City / Town

of

) ss: Westport

Charles T. Wright

Judith M. Keppleman
Notary Public
My commission expires: 6/30/10

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