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**December 27, 2005**

**By Federal Express**

**Mr. Peter F. Brennan, as Delegate  
c/o Palmer Brennan LLC  
237 Park Avenue, 9th Floor  
New York, New York 10017**

**RE: Inspection Demand**

**Dear Mr. Brennan:**

**We have been retained by Framer Bros. Co (the "Company") to represent it in connection with your demands for information. Please direct any future correspondence regarding your demands to my attention.**

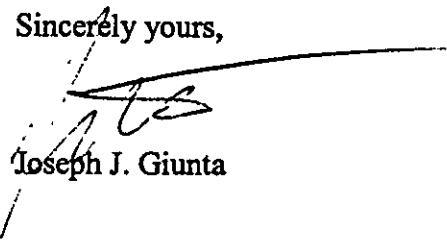
**I have reviewed your letters of December 13 and December 20, 2005, respectively, in which you have requested that certain Company information be produced for your inspection in accordance with state law. As you correctly indicate in your letter of December 13, 2005, certain of the Company records that are responsive to your request may contain confidential information. The Company is prepared to grant you access to existing documents in its possession or control that are responsive to your request, provided you enter into a confidentiality agreement. We attach for your review a proposed form of confidentiality agreement that is substantially similar to other agreements the Company has used in connection with shareholder inspection demands.**

**If the attached confidentiality agreement is acceptable, please execute it on your letterhead and deliver it to the Company. Upon receipt of an executed confidentiality agreement, the Company will assemble such responsive documents for your inspection at an appropriate location. The Company expects it will be able to assemble the requested documents shortly after the first of the year when the persons responsible for maintaining such documents return from vacation.**

Mr. Peter F. Brennan, as Delegate  
December 27, 2005  
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If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Joseph J. Giunta

cc: John E. Simmons

[Peter F. Brennan Letterhead]

December \_\_, 2005

Mr. John E. Simmons  
Treasurer, Chief Financial Officer  
Farmer Bros. Co.  
20333 South Normandie Avenue  
Torrance, CA 90502

Re: Demand to Inspect Records

Dear Mr. Simmons:

The undersigned Peter F. Brennan, as a shareholder delegate ("Delegate") for Leonard Rosenthal ("Rosenthal") and Marc Heilweil ("Heilweil") shall keep strictly confidential the Confidential Information, as defined below, of Farmer Bros. Co. (the "Company") and shall not use such Confidential Information for any purpose other than the analysis of the information provided for the benefit of Rosenthal and Heilweil. "Confidential Information" shall be deemed to include all books and records and other materials provided to Delegate in connection with his information request to the Company, excluding information previously disclosed publicly by the Company in filings with the Securities and Exchange Commission, annual reports to stockholders or otherwise. Delegate agrees not to photocopy or otherwise duplicate these records and not to disseminate the records or Confidential Information to any other entity or persons other than Rosenthal, Heilweil and their respective employees, attorneys, accountants or financial advisors who need to know such Confidential Information for the purpose of evaluating such information for the benefit of Rosenthal and Heilweil, each of whom (i) shall be informed of the confidential nature of such information and (ii) shall agree to act in accordance with the terms of this agreement. All Confidential Information shall be returned promptly to the Company upon request, or, if not requested earlier, upon completion of the analysis of the information for the benefit of Rosenthal and Heilweil.

Delegate acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of these confidentiality obligations and that breach of this Confidentiality Agreement would cause irreparable harm to the Company. Therefore, in the event of breach or threatened breach, the Company shall be entitled to seek immediate injunctive relief, in addition to whatever other remedies it might have at law. In any such action the prevailing party shall be entitled to recover its costs of suit.

Mr. John E. Simmons  
December \_\_, 2006

Very truly yours,

**Peter F. Brennan,**  
as Delegate for  
Leonard Rosenthal and  
Marc Heilweil