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TOKYO TORONTO

January 26, 2006

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 received your letter dated January 13, 2006 and have reviewed the Confidentiality Agreement with Computer Associates International, Inc. referenced therein. Farmer Bros. Co. (the "Company") prefers to use its proposed form of confidentiality agreement attached to our letter to you dated December 27, 2005. The Company is willing, however, to modify the definition of "Confidential Information" to make it clear that it does not include information that is available to the public. We attach for your review a revised draft of such confidentiality agreement marked to show such change.

As explained in our previous letter, the Company will begin to assemble the information you have requested once it receives an executed confidentiality agreement. The collection of such information will take some time to gather and the information you have requested is rather voluminous. In order to save you and your advisors the time and expense of reviewing such information, the Company is willing to consider preparing summaries of certain selected information that you have requested, such as, for example, providing a summary of property tax records and cost basis for each property. Please consider whether provision of such summaries, in lieu of producing all relevant records, works better for you and forward to the Company your suggestion of the types of summaries you would like prepared. In this connection, you should be aware that the Company does not have any recent appraisals of any of its real estate.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Joseph J. Giunta J. Burth/c

cc:

John E. Simmons

[Peter F. Brennan Letterhead]

December January ___, 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 (i) previously disclosed publicly by the Company in filings with the Securities and Exchange Commission, annual reports to stockholders or otherwise, or (ii) otherwise generally available to the public. 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