

EXHIBIT “10”

**SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (the “**Agreement**”) is made by and between SHELDON R. BLUM, TRUSTEE FOR THE SHELDON R. BLUM TRUST, an individual (collectively “**Plaintiffs**”) and WM. BOLTHOUSE FARMS, INC., a Michigan corporation, and BOLTHOUSE PROPERTIES, LLC, a California limited liability company (collectively “**Defendants**”), in Los Angeles County, California, who agree and contract as described below. Plaintiff and Defendants are singularly referred to as a “party” and collectively as the “parties” on a generic basis.

Recitals

This Agreement is made with reference to the following facts and circumstances:

✱ A. Plaintiff is, and at all times relevant hereto was, the owner of two (2) parcels of unimproved agricultural real property located at or about the intersection of Avenue “J” and 70th Street in Lancaster, California, more particularly described as Assessor’s Parcel Numbers 3384-009-001 and 3384-009-006 (collectively the “**Parcels**”).

B. On or about January 31, 1999 Plaintiff and WM. BOLTHOUSE FARMS, INC. entered into a written Lease Agreement whereby Plaintiff leased to WM. BOLTHOUSE FARMS, INC. the Parcels for agricultural use, but said lease was subsequently terminated (the “**1999 Lease**”).

✱ C. On or about August 2, 2001 Plaintiff and WM. BOLTHOUSE FARMS, INC. entered into a written Lease Agreement whereby Plaintiff leased to WM. BOLTHOUSE FARMS, INC. the Parcels for agricultural use. (the “**2001 Lease**”).

✱ D. On or about May 17, 2004 the 2001 Lease was modified by the Modification of Lease Agreement which, among other details, extended the lease term an additional two (2) years (the “**2004 Modification**”). The 2001 Lease and 2004 Modification are referred to herein collectively as the “**Lease**.”

✱ E. On or about January 25, 2001 WM. BOLTHOUSE FARMS, INC. filed a Quiet Title action to water rights in the Riverside County Superior Court bearing case number RIC 353840, which was subsequently amended by Second Amended Complaint on November 14, 2003, and again on December 3, 2003, which identified Plaintiffs’ Parcels. The foregoing pleadings were ultimately made part of a coordinated action known as the Antelope Valley Groundwater Cases, Judicial Council Coordination Proceeding No. 4408, Case No. 1-05-CV-049053, before the Hon. Judge Jack Komar (referred to herein as the “**Groundwater Adjudication**”). Similarly, on or about January 2, 2007 BOLTHOUSE PROPERTIES, LLC filed a Cross-Complaint to Quiet Title/Appurtenant Rights; Declaratory Relief, among other causes of action in the Groundwater Adjudication proceedings, which incorporated by reference Plaintiffs’ Parcels as identified in WM. BOLTHOUSE FARMS, INC.’S Second Amended Complaint.

- e. That it is understood and agreed between Plaintiff and Defendants that Defendants do not possess, own or hold any encumbrance, lien, claim, right, title or interest in or to the surface or subsurface water rights of or for the Parcels, other than WM. BOLTHOUSE FARMS, INC.'S right to possession and use of the Parcels during the term of, and subject to, the Lease, and such groundwater rights as are held by similar overlying landowners in the Antelope Valley to be determined and adjudged in the Groundwater Adjudication;

- * f. That consistent with the terms of the Stipulation and Order severing the Complaint from the Groundwater Adjudication, the Parties shall continue to remain parties to the Groundwater Adjudication and each will prosecute and/or defend their respective groundwater rights. The parties further mutually agree that they shall not hereafter name the other parties to this Agreement as a defendant/cross-defendant in any new action arising out of any known or unknown claims currently existing, or as a defendant/cross-defendant in any cross-action in the Groundwater Adjudication.

- * g. Without changing the terms of paragraph "f." above, Plaintiff reserves the right in the Groundwater Adjudication to contend on a correlative basis that the volume or amount of groundwater pumped by WM. BOLTHOUSE FARMS, INC. and its sublessees in undertaking its/their farming operations was/is for the beneficial use on the Parcels during the relevant calendar years of January 1, 2002 through December 31, 2009, and claims such pumping should be allocated and credited to the Parcels under any California water priority allocation system. Defendants dispute the contentions set forth by Plaintiff in this paragraph and reserve the right to dispute these contentions in the Groundwater Adjudication;

- h. That each party shall bear its own costs of suit and attorneys' fees arising out of or related in any way to the Dispute and Groundwater Adjudication; and,

- i. That Plaintiff shall file a Request for Entry of Dismissal of the entirety of the Complaint, *with prejudice* as to all defendants thereto, within three (3) days of its receipt of the settlement draft identified in Section 1(a) above.

* 2. General Release: With the exception of all covenants, representations and warranties, and the rights created or expressly reserved under this Agreement, including, and upon each party's full and complete performance of their respective duties, obligations and responsibilities pursuant to Section 1, each party agrees to release, remise and forever discharge the other party and their respective administrators, agents, attorneys, conservators, employees, executors, guardians, heirs, predecessors, representatives, servants, successors, and all others acting for, under, or in concert with it, past, present, and future, of and from any and all past, present and future accounts, actions, agreements, causes of action, claims, costs or expenses (including, but not limited to, attorneys' fees and disbursements), damages, debts, demands, liabilities, losses,

shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties.

10. Invalidity: If any paragraph, sentence, clause or phrase hereof shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining paragraphs, sentences, clauses or phrases hereof shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Agreement.

11. Duplicate Originals: This Agreement will be executed in two (2) duplicate originals, either and each of which shall be deemed an original for all purposes.

12. Effective Date: This Agreement shall become effective immediately upon the latter of the dates of execution by the parties.

13. Entire Agreement. This Agreement contains the entire agreement, contract and understanding between the parties and constitute an integration of the entire understanding and agreement of the parties. All prior agreements, conditions, contract, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect.

THE UNDERSIGNED HAVE READ THE FOREGOING, HAD THE OPPORTUNITY TO DISCUSS SAME WITH COUNSEL AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND IT.

"Plaintiffs"

SHELDON R. BLUM TRUST

Dated: December 16, 2008

By: 
Sheldon R. Blum, Trustee

"Defendants"

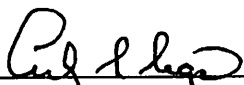
WM. BOLTHOUSE FARMS, INC.

Dated: December 15, 2008

By: 
Kevin Manion, VP/CFO

BOLTHOUSE PROPERTIES, LLC

Dated: December 15, 2008

By: 
Anthony L. Leggio, President

APPROVED AS TO FORM:

LAW OFFICES OF SHELDON R. BLUM
Counsel for "Plaintiffs"

Dated: December 16, 2008

By: 

Sheldon R. Blum, Esq.

CLIFFORD & BROWN, PC,
Counsel for "Defendants"

Dated: December 15, 2008

By: 

Jeremy J. Schroeder, Esq.