

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-K**

(Mark One)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2016

Or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number: 1-7183

**TEJON RANCH CO.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**77-0196136**  
(IRS Employer  
Identification No.)

**P.O. Box 1000, Lebec, California 93243**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (661) 248-3000**

**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of Each Class</u>	<u>Name of Exchange of Which Registered</u>
Common Stock	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act:**

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web Site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of registrant's Common Stock, par value \$.50 per share, held by persons other than those who may be deemed to be affiliates of registrant on June 30, 2016 was \$404,004,456 based on the last reported sale price on the New York Stock Exchange as of the close of business on that date.

The number of the Company's outstanding shares of Common Stock on February 28, 2017 was 20,823,789.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Proxy Statement for the Annual Meeting of Stockholders relating to the directors and executive officers of the Company are incorporated by reference into Part III.

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## PART I

### **Forward-Looking Statements**

*This annual report on Form 10-K contains forward-looking statements, including statements regarding strategic alliances, the almond, pistachio and grape industries, the future plantings of permanent crops, future yields and prices, water availability for our crops and real estate operations, future prices, production and demand for oil and other minerals, future development of our property, future revenue and income of our jointly-owned travel plaza and other joint venture operations, potential losses to the Company as a result of pending environmental proceedings, the adequacy of future cash flows to fund our operations, market value risks associated with investment and risk management activities and with respect to inventory, accounts receivable and our own outstanding indebtedness and other future events and conditions. In some cases these statements are identifiable through the use of words such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” “project,” “target,” “can,” “could,” “may,” “will,” “should,” “would,” and similar expressions. We caution you not to place undue reliance on these forward-looking statements. These forward-looking statements are not a guarantee of future performances and are subject to assumptions and involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Company, or industry results, to differ materially from any future results, performance, or achievement implied by such forward-looking statements. These risks, uncertainties and important factors include, but are not limited to, market and economic forces, availability of financing for land development activities, competition and success in obtaining various governmental approvals and entitlements for land development activities. No assurance can be given that the actual future results will not differ materially from the forward-looking statements that we make for a number of reasons including those described above and in Part I, Item 1A, “Risk Factors” of this report.*

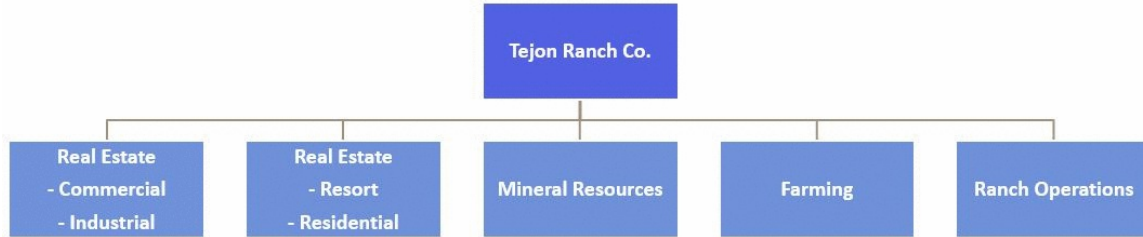
As used in this annual report on Form 10-K, references to the “Company,” “Tejon,” “TRC,” “we,” “us,” and “our” refer to Tejon Ranch Co. and its consolidated subsidiaries. The following discussion should be read in conjunction with the consolidated financial statements and the accompanying notes appearing elsewhere in this annual report on Form 10-K.

**ITEM 1. BUSINESS**

**Company Overview**

We are a diversified real estate development and agribusiness company committed to responsibly using our land and resources to meet the housing, employment, and lifestyle needs of Californians and create value for our shareholders. Current operations consist of land planning and entitlement, land development, commercial sales and leasing, leasing of land for mineral royalties, water asset management and sales, grazing leases, income portfolio management, farming, and ranch operations.

These activities are performed through our five segments:



Our prime asset is approximately 270,000 acres of contiguous, largely undeveloped land that, at its most southerly border, is 60 miles north of Los Angeles and, at its most northerly border, is 15 miles east of Bakersfield. We create value by securing entitlements for our land, facilitating infrastructure development, strategic land planning, monetization of land through development, and conservation, in order to maximize the highest and best use for our land. We are involved in several joint ventures, which facilitate the development of portions of our land.

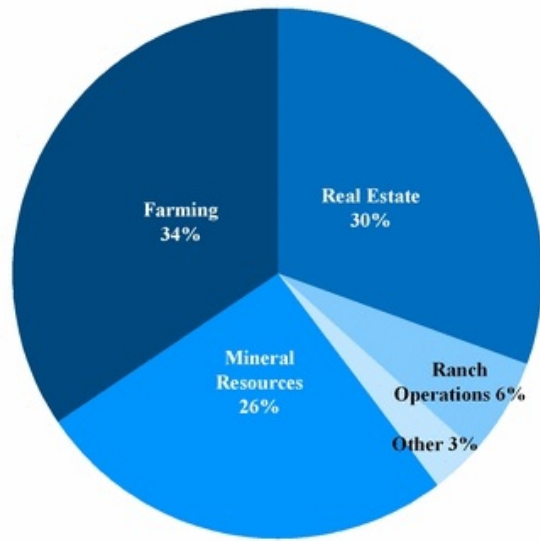


## **Business Objectives and Strategies**

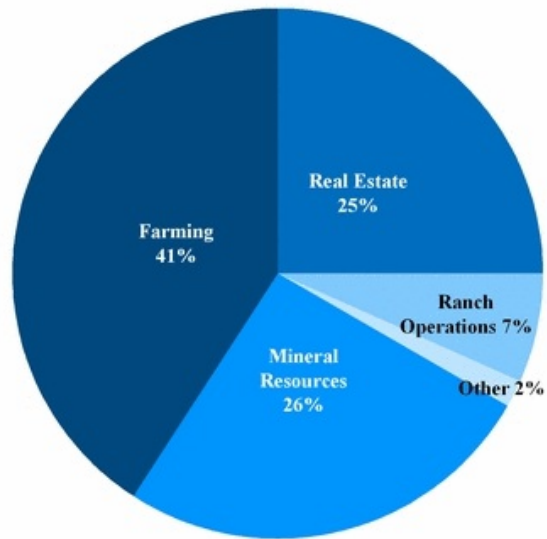
Our primary business objective is to maximize long-term shareholder value through the monetization of our land-based assets. A key element of our strategy is to entitle and then develop large-scale residential and master plan real estate communities to serve the growing populations of Southern and Central California. We are currently engaged in commercial sales and leasing at our fully operational commercial/industrial center Tejon Ranch Commerce Center, or TRCC. All of these efforts are supported by diverse revenue streams generated from other operations, including farming, mineral resources and our various joint ventures.

Percentage of Total Revenue and Other Income by Segment:

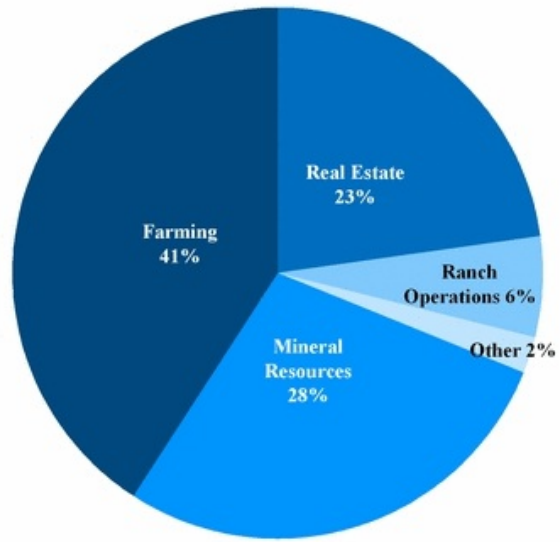
2016



2015



2014



The following table shows the revenues from continuing operations, segment profits and identifiable assets of each of our continuing segments for the last three years:

**FINANCIAL INFORMATION ABOUT SEGMENTS**  
(Amounts in thousands of dollars)

	Year Ended December 31,		
	2016	2015	2014
<b>Revenues and Other Income</b>			
Real estate—commercial/industrial (2)	\$ 9,438	\$ 8,272	\$ 7,845
Mineral Resources	14,153	15,116	16,255
Farming (3)	18,648	23,836	23,435
Ranch operations (2)	3,338	3,923	3,534
Segment revenues	<u>45,577</u>	<u>51,147</u>	<u>51,069</u>
Gain on sale of real estate	1,044	—	—
Investment income	457	528	696
Other income	158	381	526
Revenues and other income	<u>\$ 47,236</u>	<u>\$ 52,056</u>	<u>\$ 52,291</u>
Equity in earnings of unconsolidated joint ventures	7,098	6,324	5,294
Total revenues and other income (1)	<u>\$ 54,334</u>	<u>\$ 58,380</u>	<u>\$ 57,585</u>
<b>Segment Profits (Losses) and Net Income</b>			
Real estate—commercial/industrial (2)	\$ 2,338	\$ 1,578	\$ 639
Real estate—resort/residential (3)	(1,630)	(2,349)	(2,608)
Mineral Resources	6,357	7,720	9,837
Farming (3)	(25)	4,852	7,185
Ranch operations (2)	(2,396)	(2,189)	(2,464)
Segment profits (4)	<u>4,644</u>	<u>9,612</u>	<u>12,589</u>
Gain on sale of real estate	1,044	—	—
Investment income	457	528	696
Other income	158	381	526
Corporate expenses	(12,550)	(12,808)	(10,646)
Operating income before equity in earnings of unconsolidated joint ventures	<u>(6,247)</u>	<u>(2,287)</u>	<u>3,165</u>
Equity in earnings of unconsolidated joint ventures	7,098	6,324	5,294
Income before income taxes	<u>851</u>	<u>4,037</u>	<u>8,459</u>
Income tax provision	336	1,125	2,697
Net income	<u>515</u>	<u>2,912</u>	<u>5,762</u>
Net income/(loss) attributable to noncontrolling interest	(43)	(38)	107
Net income attributable to common stockholders	<u>\$ 558</u>	<u>\$ 2,950</u>	<u>\$ 5,655</u>
<b>Identifiable Assets by Segment (5)</b>			
Real estate—commercial/industrial	\$ 65,290	\$ 67,550	\$ 67,640
Real estate—resort/residential	243,963	228,064	212,534
Mineral Resources	45,066	46,025	47,434
Farming	36,895	32,542	34,464
Ranch operations	3,893	4,313	4,295
Corporate	44,594	53,425	65,556
Total assets	<u>\$ 439,701</u>	<u>\$ 431,919</u>	<u>\$ 431,923</u>

(1) Refer to Note 16, Operating Segments and Related Information of the Notes to the Consolidated Financial Statements for additional detail related to segment revenues.

(2) During the fourth quarter of 2015, the Company reclassified revenues and expenses previously classified as commercial/industrial into a new segment called Ranch Operations. Ranch operations comprise of grazing leases, game management and other ancillary services supporting the ranch.



(3) During the fourth quarter of 2014, the Company determined hay crop sales previously recorded in the resort/residential revenues segment fit most appropriately with our farming revenues segment. The Company has reclassified prior periods to conform to the current year presentation.

(4) Segment profits are revenues less operating expenses, excluding investment income and expense, corporate expenses, equity in earnings of unconsolidated joint ventures, and income taxes.

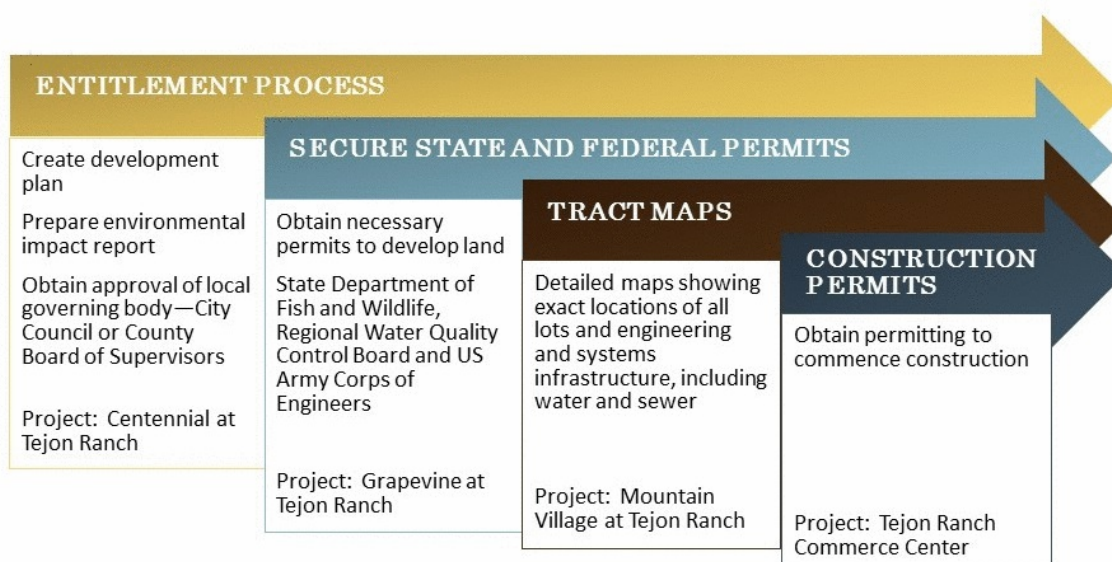
(5) Total Assets by Segment include both assets directly identified with those operations and an allocable share of jointly used assets. Corporate assets consist of cash and cash equivalents, refundable and deferred income taxes, land, buildings and improvements.

**Real Estate Development Overview**

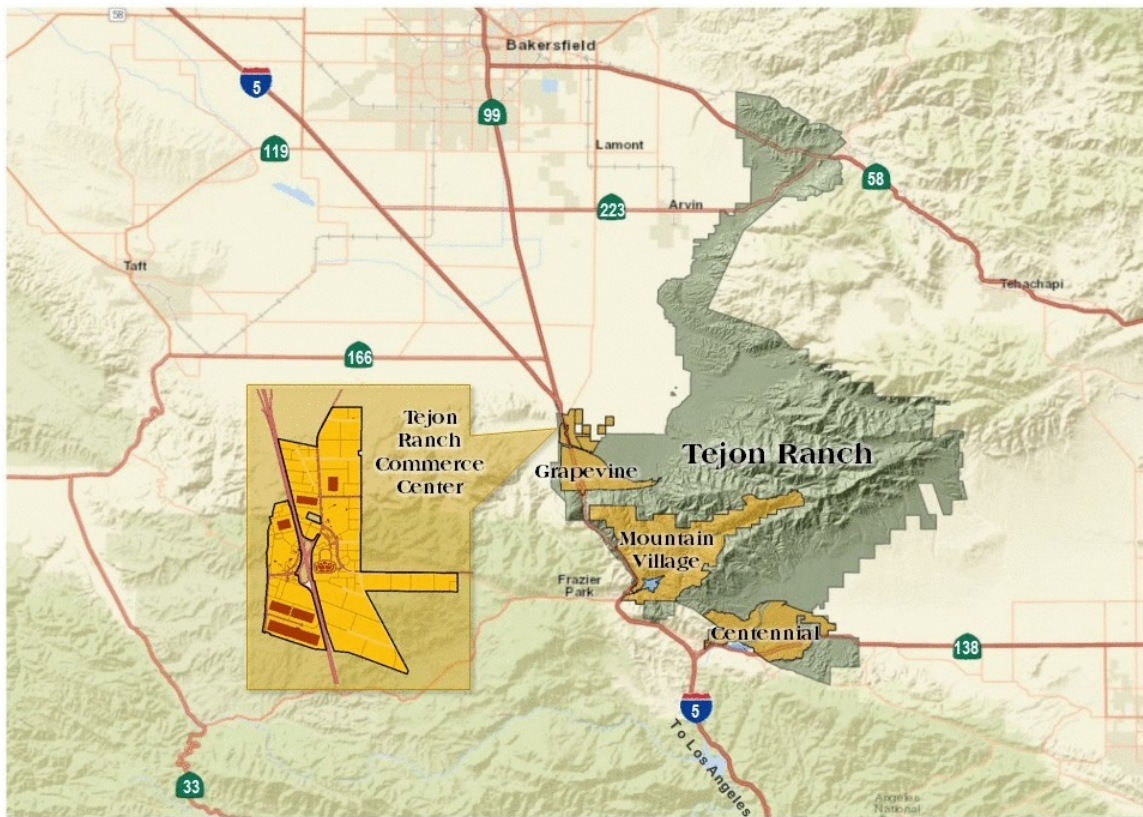
Our real estate operations consist of the following activities: real estate development, commercial sales and leasing, land planning and entitlement, income portfolio management and conservation.

Interstate 5, one of the nation’s most heavily traveled freeways, brings in excess of 75,000 vehicles per day through our land, which includes 16 miles of Interstate 5 frontage on each side of the freeway and the commercial land surrounding four interchanges. The strategic plan for real estate focuses on development opportunities along the Interstate 5 and State Road 138 corridors, which includes TRCC in Kern County, Centennial at Tejon Ranch, or Centennial, a master planned community on our land in Los Angeles County, Mountain Village at Tejon Ranch, or MV, a resort and residential community in Kern County, and Grapevine at Tejon Ranch, or Grapevine, a master planned community on our land in Kern County. TRCC includes developments east and west of Interstate 5 at TRCC-East and TRCC-West, respectively.

The chart below is a continuum of the real estate development process highlighting each project's current status and key milestones to be met in moving through the real estate development process in California. The real-estate development process may be subject to delays arising from California's regulatory environment and litigation.



Our real estate activities within our commercial/industrial segment include: entitling, planning, and permitting of land for development; construction of infrastructure; the construction of pre-leased buildings; the construction of buildings to be leased or sold; and the sale of land to third parties for their own development. The commercial/industrial segment also includes activities related to communications leases, and landscape maintenance fees. Our real estate operations within our resort/residential segment at this time include costs for land entitlement, land planning and pre-construction engineering, and land stewardship and conservation activities.



## Operating Segments

### Real Estate - Commercial/Industrial

#### *Construction:*

During 2016, our commercial retail activity continued to grow as new leases came on line with Habit Burger and Baja Fresh. In addition, our TA/Petro joint venture completed construction of a new Shell gas station and convenience store that commenced operations during the first quarter of 2016. Lastly, we have entered into two joint venture operating agreements with Majestic Realty Co., or Majestic, a Los Angeles based commercial/industrial developer, to pursue the development, construction, leasing, and management of an approximately 480,000 square foot industrial building on the Company's property at TRCC-East and to own and manage a 652,000 square foot, fully leased, industrial building in TRCC-West.

During 2015, we completed the construction of a multi-tenant commercial building within TRCC-East. The multi-tenant building was leased to Starbucks and Pieology, a quick service pizza offering. During 2015 we also completed construction on a real estate pad in TRCC-East and entered into a ground lease with Carl's Jr. All three restaurants were fully operational at December 31, 2015. We also began construction of a second multi-tenant building to be occupied by Habit Burger and Baja Fresh.

The following is a summary of the Company's retail and industrial real estate developments as of December 31, 2016:

(\$ in thousands)

Project	Cost to Date	Estimated Cost to Complete	Total Estimated Cost at Completion	Estimated Completion Date
Tejon Ranch Commerce Center	\$ 78,386	\$ 69,881	\$ 148,267	TBD
Less: Reimbursements from TRPFFA <sup>1</sup>	64,862	60,450	125,312	TBD
TRCC Development Costs, net	\$ 13,524	\$ 9,431	\$ 22,955	

<sup>1</sup>The Tejon Ranch Public Facilities Financing Authority, or TRPFFA, is a joint powers authority formed by Kern County and Tejon-Castac Water District, or TCWD, to finance public infrastructure within the Company's Kern County developments. TRPFFA, through bond sales, will reimburse the Company for qualifying infrastructure costs at TRCC.

The following table summarizes total development entitlements for TRCC as of December 31, 2016:

(in square feet)	Industrial	Commercial Retail
Total entitlements received	19,300,941	956,309
Total entitlements used	4,237,149	616,915
Entitlement available	15,063,792	339,394

*Leasing:*

Within our commercial/industrial segment, we lease land to various types of tenants. We currently lease land to two auto service stations with convenience stores, 13 fast-food operations, two full-service restaurants, one motel, an antique shop, and a United States Postal Service facility.

In addition, the Company leases several microwave repeater locations, radio and cellular transmitter sites, and fiber optic cable routes; and 32 acres of land to Pastoria Energy Facility, L.L.C., or PEF, for an electric power plant.

The sale and leasing of commercial/industrial real estate is very competitive, with competition coming from numerous and varied sources around California. Our most direct regional competitors are in the Inland Empire region of Southern California, Northern Los Angeles to include both the San Fernando Valley and Santa Clarita Valley, and areas north of us in the San Joaquin Valley of California. The principal factors of competition in this industry are price, availability of labor, proximity to the port complex of Los Angeles/Long Beach and customer base. A potential disadvantage to our development strategy is our distance from the ports of Los Angeles and Long Beach in comparison to the warehouses and distribution centers located in the Inland Empire, a large industrial area located east of Los Angeles which continues its expansion eastward beyond Riverside and San Bernardino to include Perris, Moreno Valley, and Beaumont. Strong demand for large distribution facilities is driving development farther east in a search for large entitled parcels. During 2016, vacancy rates in the Inland Empire approximated 4.1%, primarily due to an increase in the development of buildings for lease. Without this increase in new development in the Inland Empire the vacancy rate would have declined in that region. The low vacancy rates have also led to an increase in lease rates of 12% within the Inland Empire. As lease rates increase in the Inland Empire, we may begin to have greater pricing advantages due to our lower land basis.

The following table summarizes information with respect to lease expirations as of December 31, 2016.

Year of Lease Expiration	Number of Expiring Leases	RSF of Expiring Leases	Annualized Base Rent <sup>1</sup>	Percentage of Annual Minimum Rent
2017	8	52,314	\$335	6.29%
2018	3	55,321	\$134	2.51%
2019	—	—	—	—
2020	3	55,595	\$269	5.04%
2021	3	60,722	\$123	2.30%
2022	—	—	—	—
2023	2	4,640	\$193	3.63%
2024	—	—	—	—
2025	2	4,613	\$260	4.87%
2026	3	4,645	\$247	4.64%
2027	—	—	—	—
Thereafter <sup>2</sup>	6	1,589,915	\$3,771	—

1 - Annualized base rent is calculated as monthly base rent (cash basis) per the lease, as of the reporting period, multiplied by 12. Annualized base rent shown in thousands.

2 - This amount includes 32 acres of the PEF ground lease.

Please refer to Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for information regarding our 2016 commercial/industrial activity.

For the year ended December 31, 2016 we had no leases that expired, nor did we have any material lease renewals.

*Joint Ventures:*

During 2016, we entered into a joint venture operating agreement with Majestic Realty Co., a Los Angeles based commercial/industrial developer to pursue the development, construction, leasing, and management of an approximately 480,000 square foot industrial building on the Company’s property at Tejon Ranch Commerce Center East. In addition, we entered into a second limited liability company agreement with Majestic Realty Co. for the purchase of, ownership of, and management of a fully leased, 651,909 square foot industrial building located at Tejon Ranch Commerce Center.

We are also involved in multiple joint ventures with several partners. Our joint venture with TravelCenters of America, or TA/Petro, owns and operates two travel and truck stop facilities, restaurants, and five separate gas stations with convenience stores within TRCC-West and TRCC-East. We are involved in three joint ventures with Rockefeller Development Group which includes the following: Five West Parcel LLC, which owns a 606,000 square foot building in TRCC-West that is fully leased to Dollar General, 18-19 West LLC, which owns 61.5 acres of land for future development within TRCC-West, and TRCC/Rock Outlet Center LLC that operates the Outlets at Tejon.

**Real Estate - Resort/Residential**

Our resort/residential segment activities include land entitlement, land planning and pre-construction engineering and land stewardship and conservation activities. We have three major resort/residential communities within this segment: MV, which has entitlement approvals and is in the tentative tract map process; Centennial, which received preliminary zoning within the Antelope Valley Area Plan, or AVAP, and has begun the specific plan process in LA County for approvals of phase one entitlement; and Grapevine, which is on land owned within Kern County that has entitlement approvals and is in the litigation and permitting phase of the process. The entitlement process precedes the regulatory approvals necessary for land development and routinely takes several years to complete. The Conservation Agreement we entered into with five major environmental organizations in 2008 is designed to minimize opposition from environmental groups to these projects and eliminate or reduce the time spent in litigation once governmental approvals are received. Litigation by environmental groups has been a primary cause of delay and loss of financial value for real estate development projects in California.

*Mountain Village at Tejon Ranch:*

MV is planned to be an exclusive, very low-density, resort-based community that will provide owners and guests with a wide variety of recreational opportunities, lodging and spa facilities, golf facilities, a range of housing options, and other exclusive services and amenities that are designed to distinguish MV as the resort community of choice for the Southern California market. MV is being developed by Tejon Mountain Village LLC, or TMV LLC, a wholly owned subsidiary of the Company. MV encompasses 5,082 acres for a mixed use development to include housing, retail, and commercial industrial components. MV is entitled for 3,450 homes, 160,000 square feet of commercial development, 750 hotel keys, and more than 21,335 acres of open space.

In November 2015, the Board of Directors of the Company approved a detailed business plan that will guide the ultimate development and marketing of MV. The Board also authorized the management team to move forward with the creation of Tentative Tract Maps, which is estimated to be completed in late 2017.

During July 2014, the Company acquired full ownership of TMV LLC through the purchase of DMB TMV LLC's interest in the former joint venture for \$70,000,000 in cash.

The Company's decision to obtain full ownership of MV reflects the Company's growth as a fully integrated real estate company and demonstrates our belief in the future success of the development.

MV is fully entitled and all necessary permits have been issued to begin development once the mapping process is complete. Timing of MV development in the coming years will be dependent on the continued improvement of the economy and an improvement in the second home real estate market. In moving the project forward we will focus on the completion of the mapping process, consumer and market research studies and fine tuning of development business plans as well as defining the capital funding sources for this development.

*Centennial at Tejon Ranch:*

The Centennial development is a large master-planned community development encompassing approximately 12,323 acres of our land within Los Angeles County. Upon completion of Centennial, it is estimated that the community will include approximately 19,333 homes, and 10.1 million square feet of commercial development. Centennial will also incorporate business districts, schools, retail and entertainment centers, medical facilities and other commercial office and light industrial businesses that, when complete, would create a substantial number of jobs. Centennial is being developed by Centennial Founders, LLC, a consolidated joint venture in which we have a 84.07% ownership interest as of December 31, 2016. In 2016, Lewis Investment Company withdrew from the joint venture. The surviving members (TRC, TRI Pointe Homes and CalAtlantic) absorbed the equity of Lewis Investment Company based on their respective proportionate interest in the joint venture at the time of the withdrawal. The withdrawal was deemed an equity transaction between members and had no earnings impact to the Company. Centennial is envisioned to be an ecologically friendly and commercially viable development.

During the fourth quarter of 2014, the Los Angeles County Board of Supervisors approved the Antelope Valley Area Plan, or AVAP. The AVAP is designed to guide future development and conservation in the northern-most region of unincorporated Los Angeles County. Centennial is included in the AVAP as part of the west Economic Opportunity Area, or EOA, where future development would be directed. This particular EOA is located along Highway 138 and encompasses the vast majority of Centennial's proposed boundaries. In June 2015, the Los Angeles County Board of Supervisors gave final approval for the AVAP. The AVAP provides Centennial with land use and zoning for residential and commercial development.

We are currently preparing the project level Environmental Impact Report, or EIR, and specific plan for Los Angeles County and anticipate the filing of those documents during 2017.

*Grapevine at Tejon Ranch:*

Grapevine is an approximately 15,315-acre potential development area located on the San Joaquin Valley floor area of our lands, adjacent to TRCC. The 2008 Conservation Agreement allows for the development of up to 12,400 acres in this area. We are currently focusing on approximately 8,010 acres for a mixed use development to include housing, retail, and commercial industrial components. Grapevine has received approval for 12,000 to 14,000 homes, 5.1 million square feet for commercial development, and more than 3,367 acres of open space and parks. On December 6, 2016, the Kern County Board of Supervisors unanimously approved the EIR for the development of the Grapevine community. Subsequently, Kern County was sued related to the approval and we are working with Kern County to defend the approved EIR. The entire litigation and permitting process will take several years and the investment of several million dollars to successfully complete.

The greatest competition for the Centennial and Grapevine communities will come from California developments in the Santa Clarita Valley, Lancaster, Palmdale, and Bakersfield. The developments in these areas will be providing similar housing product as our developments. The principal factors of competition in this industry are pricing of product, amenities offered, and location. We will attempt to differentiate our developments through our unique setting, land planning and different product offerings. MV will compete generally for discretionary dollars that consumers will allocate to recreation and second homes, so its competition will range over a greater area and variety of projects.

As we embark on the aforementioned master planned communities, we understand that it can take up to 25 years, or greater, to complete from commencement of construction. The entitlement process for development of property in California is complex, lengthy (spanning multiple years) and costly, involving numerous state and county regulatory approvals. We are unable to determine anticipated completion dates for our real estate development projects with certainty because the time for completion is heavily dependent on the regulatory approvals necessary for land development. Also, as a real estate developer, we are cognizant of the micro- and macro-economic factors that have a significant influence on the real estate sector. As a developer, one would be at an economic disadvantage to bring product to market with no willing or able buyers. This ebb and flow of the economy also plays into the timing of our completion date. Costs will also fluctuate over the life of these projects as a result of the cost of labor and raw materials and the timing of approvals and other activity. The uncertainty of estimated costs to completion is compounded by the potential impact of inflation, which will fluctuate with the equally uncertain completion dates for our projects.

The following is a summary of the Company's residential real estate developments as of December 31, 2016:

<b>Community: Location: Entitlement Status<sup>1</sup>:</b>	<b>Mountain Village Kern County Entitled</b>	<b>Grapevine Kern County Entitled<sup>2</sup></b>	<b>Centennial Los Angeles In Progress</b>	<b>Resort Residential Total</b>
Entitlement Area (acres):	26,417	8,010	12,323	46,750
Housing Units:	3,450	12,000	19,333	34,783
Commercial Development (sqft) <sup>3</sup> :	160,000	5,100,000	10,100,000	15,360,000
Open Areas (acres):	21,335	3,367	5,624	30,326
Costs to Date <sup>4</sup> :	\$126,096	\$23,917	\$89,381	\$239,394

(1) Estimated completion anticipated to be 25 years, or greater, from commencement of construction. To-date construction has not begun.

(2) Kern County was sued related to the approval of the EIR and we are working with Kern County to defend the approved EIR.

(3) MV also has approval for up to 750 lodging units and 350,000 square feet of facilities in support of two 18-hole golf courses.

(4) Total estimated project costs are difficult to accurately forecast with any certainty at this time due to finalization of entitlement and mapping processes, as well as final engineering for the developments, and capital funding structure selected. Dollars presented in thousands.

### Mineral Resources

Mineral resources consist of oil and gas royalties, rock and aggregate royalties, royalties from a cement operation leased to National Cement, and the management of water assets and water infrastructure. We continue to look for opportunities to grow our mineral resource revenues through expansion of leasing and encouraging new exploration. Within our water assets we are expanding our resources through new well drilling programs, while at the same time looking for opportunities to continue to purchase water as we have in the past. We will look to sell excess water over our internal needs on a temporary basis until that water is needed by us in our real estate and agricultural operations.

We are cautiously optimistic that we could see new production activity later in 2017 as oil prices stabilize in the mid-\$50 per barrel range. We expect the improved oil prices will provide some improvements to our 2017 royalty revenues as compared to 2016 royalty revenues. We however are not expecting water sales for 2017 to be comparable to prior years due to the large amount of rain and snow in California in late 2016 and early 2017. Water sales for 2017 could be significantly lower than 2016.

We lease certain portions of our land to oil companies for the exploration and production of oil and gas. We however do not engage in any oil exploration or extraction activities. As of December 31, 2016, approximately 7,300 acres were committed to producing oil and gas leases from which the operators produced and sold approximately 301,000 barrels of oil and 238,000 MCF (each MCF being 1,000 cubic feet) of dry gas during 2016. Our share of production, based upon average royalty rates during the last three years, has been 114, 149, and 179, barrels of oil per day for 2016, 2015, and 2014, respectively. Approximately 273 active oil wells were located on the leased land as of December 31, 2016. Royalty rates on our leases averaged approximately 13% of oil production in 2016.

Estimates of oil and gas reserves on our properties are unknown to us. We do not make such estimates, and our lessees do not make information concerning reserves available to us.

We have approximately 2,000 acres under lease to National Cement Company of California, Inc., or National, for the purpose of manufacturing Portland cement from limestone deposits found on the leased acreage. National owns and operates a cement manufacturing plant on our property with a capacity of approximately 1,000,000 tons of cement per year. The amount of payment that we receive under the lease is based upon shipments from the cement plant, which increased during 2016 compared to 2015. The improvement in shipments is due to an increase in road construction activity as compared to the prior years. The term of this lease expires in 2026, but National has options to extend the term for successive periods of 20 and 19 years. Proceedings under environmental laws relating to the cement plant are in process. The Company is indemnified by the current and former tenants and at this time we have no cost related to the issues at the cement plant. See Item 3, "Legal Proceedings," for a further discussion.

We also lease 521 acres to Granite Construction and Griffith Construction for the mining of rock and aggregate product that is used in construction of roads and bridges. The royalty revenues we receive under these leases are based upon the amount of product produced at these sites.

Our royalty interests are contractually defined and based on a percentage of production and are received in cash. Our royalty revenues fluctuate based on changes in the market prices for oil, natural gas, and rock and aggregate product, the inevitable decline in production of existing wells and quarries, and other factors affecting the third-party oil and natural gas exploration and production companies that operate on our lands including the cost of development and production.

In August 2015, we entered into an agreement with PEF our current lessee under a power plant lease. Beginning in 2016, PEF may purchase from us up to 2,000 acre feet of water and from January 2017 through July 2030, PEF may purchase from us up to 3,500 acre feet of water per year, with an option to extend the term. PEF is under no obligation to purchase water from us in any year, but is required to pay us an annual option payment equal to 30% of the maximum annual payment. The price of the water under the agreement is \$1,056 per acre foot of annual water in 2017, subject to 3% annual increases for the duration of the lease agreement. The Company's commitments to sell water can be met through current water assets.

### Farming Operations

In the San Joaquin Valley, we farm permanent crops including the following acreage: wine grapes—1,649; almonds—1,683; and pistachios—1,053. We manage the farming of alfalfa and forage mix on 775 acres in the Antelope Valley and we periodically lease 1,000 acres of land that is used for the growing of vegetables.

We sell our farm commodities to several commercial buyers. As a producer of these commodities, we are in direct competition with other producers within the United States, or U.S., and throughout the world. Prices we receive for our commodities are determined by total industry production and demand levels. We attempt to improve price margins by producing high quality crops through proven cultural practices and by obtaining better prices through marketing arrangements with handlers.

Sales of our grape crop typically occur in the third and fourth quarters of the calendar year, while sales of our pistachio and almond crops also typically occur in the third and fourth quarter of the calendar year, but can occur up to a year or more after each crop is harvested.

In 2016, we sold 47% of our grape crop to one winery, 23% to a second winery and the remainder to three other customers. These sales are under long-term contracts ranging from one to 12 years. In 2016, our almonds were sold to various commercial buyers, with the largest buyer accounting for 41% of our almond revenues. We sold pistachios to two customers with the largest accounting for 79% of our pistachio revenues. We do not believe that we would be adversely affected by the loss of any or all of these large buyers because of the markets for these commodities, the large number of buyers that would be available to us, and the fact that the prices for these commodities do not vary based on the identity of the buyer or the size of the contract.

Our almond, pistachio, and wine grape crop sales are highly seasonal with a majority of our sales occurring during the third and fourth quarters. Nut and grape crop markets are particularly sensitive to the size of each year's world crop and the demand for those crops. Large crops in California and abroad can rapidly depress prices. Crop prices, especially almonds, are also adversely affected by a strong U.S. dollar which makes U.S. exports more expensive and decreases demand for the products we produce. The value of the U.S. dollar in prior years has helped to maintain strong almond prices in overseas markets, but we are now seeing this change as the U.S. dollar has strengthened against the Euro. The full potential impact of an increasing U.S. dollar to our pricing and revenue is not known at this time but we have seen a decline in almond prices.

Weather conditions, such as warmer than normal winter temperatures, could impact the number of tree and vine dormant hours, which are integral to tree and vine growth. We will not know if there has been a negative impact on 2017 production until late spring or early summer of 2017. We have also seen heavy rains and strong winds during the bloom period for almonds, which could negatively impact 2017 production.

Our water entitlement for 2017, available from the California State Water Project, or SWP, when combined with supplemental water, is adequate for our farming needs. The State Department of Water Resources, or DWR, has announced its estimated water supply delivery at 60% of full entitlement. We expect 2017 rainfalls to provide some relief from the drought California has been experiencing. However, we are cognizant that rainfall in 2017 may not be sufficient to compensate for the drought we have experienced in California over the last several years. The current 60% allocation of state SWP water is not enough for us to farm our crops, but our additional water resources, such as groundwater and surface sources, and those of the water districts we are in, should allow us to have sufficient water for our farming needs. It is too early in the year to determine the impact of improved 2017 water supplies and the effects of 2016 drought on 2017 California crop production for almonds, pistachios, and wine grapes. See discussion of water contract entitlement and long-term outlook for water supply under Item 2, "Properties." Also see Note 6, (Long-Term Water Assets) of the Notes to Consolidated Financial Statements for additional information regarding our water assets.

### Ranch Operations

During the fourth quarter of 2015, the Company reclassified certain revenues and expenses previously classified as commercial/industrial into a new segment called Ranch Operations.

Ranch operations consist of game management revenues and ancillary land uses such as grazing leases and filming. Within game management we operate our High Desert Hunt Club, a premier upland bird hunting club. The High Desert Hunt Club offers over 6,400 acres and 35 hunting fields, each field providing different terrain and challenges. The hunting season runs from mid-October through March. We sell individual hunting packages as well as memberships.

Ranch operations also includes Hunt at Tejon, which offers a wide variety of guided big game hunts including trophy Rocky Mountain elk, deer, turkey and wild pig. We offer guided hunts and memberships for both the Spring and Fall hunting seasons. At December 31, 2016, game management accounts for 39% of the total revenue from ranch operations.

In addition, the ranch operations segment is in charge of upkeep, maintenance, and security of all 270,000 acres of land.

Approximately 256,000 acres are used for two grazing leases, which account for 36% of total revenues from ranch operations at December 31, 2016.

### General Environmental Regulation

Our operations are subject to federal, state and local environmental laws and regulations including laws relating to water, air, solid waste and hazardous substances. Although we believe that we are in material compliance with these requirements, there can be no assurance that we will not incur costs, penalties, and liabilities, including those relating to claims for damages to property or natural resources, resulting from our operations. Environmental liabilities may also arise from claims asserted by adjacent landowners or other third parties. We also expect continued legislation and regulatory development in the area of climate change and greenhouse gases. It is unclear as of this date how any such developments will affect our business. Enactment of new environmental laws or regulations, or changes in existing laws or regulations or the interpretation of these laws or regulations, might require expenditures in the future. We historically have not had material environmental liabilities.

### Customers

We had no customers account for 10% or more of our revenues from continuing operations in 2016 and 2015. In 2016, 2015, and 2014 the PEF power plant lease generated approximately 8%, 7%, and 7% of our total revenues. No other client tenant represents 5% or more of our revenues in 2016 and 2015.

### Organization

Tejon Ranch Co. is a Delaware corporation incorporated in 1987 to succeed the business operated as a California corporation since 1936.



## Employees

At December 31, 2016, we had 152 full-time employees. We believe that we have good relations with our employees. We have adopted a Compliance with State and Federal Statutes, Rules and Regulations Reporting Policy that applies to all of our employees. Its receipt and review by each employee is documented and verified quarterly. None of our employees are covered by a collective bargaining agreement.

## Reports

We make available free of charge through our Internet website, [www.tejonranch.com](http://www.tejonranch.com), our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports filed or to be furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after we electronically file such material with or furnish it to the SEC. We also make available on our website our corporate governance guidelines, charters of our key Board of Directors' Committees (audit, compensation, nominating and corporate governance, and real estate), and our Code of Business Conduct and Ethics for Directors, Officers, and Employees. These items are also available in printed copy upon request. We intend to disclose in the future any amendments to our Code of Business Conduct and Ethics for Directors, Officers, and Employees, or waivers of such provisions granted to executive officers and directors, on the web site within four business days following the date of such amendment or waiver. Any document we file with the Securities and Exchange Commission, or SEC, may be inspected, without charge, at the SEC's public reference room at 100 F Street, N.E. Washington, D.C. 20549 or at the SEC's internet site address at <http://www.sec.gov>. Information related to the operation of the SEC's public reference room may be obtained by calling the SEC at 1-800-SEC-0330.

## Executive Officers of the Registrant

The following table shows each of our executive officers and the offices held as of March 1, 2017, the period the offices have been held, and the age of the executive officer.

Name	Office	Held since	Age
Gregory S. Bielli	President and Chief Executive Officer, Director	2013	56
Dennis J. Atkinson	Senior Vice President, Agriculture and Water	1998	66
Allen E. Lyda	Executive Vice President, Chief Financial Officer	1990	59
Hugh McMahon	Executive Vice President, Commercial/Industrial Development	2014	50
Joseph N. Rentfro	Executive Vice President, Real Estate	2015	48
Robert D. Velasquez	Vice President of Finance and Chief Accounting Officer	2015	50
Michael R.W. Houston	Senior Vice President, General Counsel	2016	42

A description of present and prior positions with us, and business experience for the past five years is given below.

Mr. Bielli has been employed by the Company since September 2013. Mr. Bielli joined the Company as President and Chief Operating Officer and became President and Chief Executive Officer on December 17, 2013. Prior to joining the Company Mr. Bielli was President of Newland Communities' Western Region and was responsible for overseeing management of all operational aspects of Newland's real estate projects in the region. Mr. Bielli worked with Newland Communities from 2006 through August 2013.

Mr. Atkinson has been employed by us since July 1998, serving as Vice President, Agriculture, until 2008 when he was promoted to Senior Vice President, Agriculture. Mr. Atkinson's title was subsequently changed to Senior Vice President, Agriculture and Water to more accurately describe the responsibilities of his office.

Mr. Lyda has been employed by us since 1990, serving as Vice President, Finance and Treasurer. He was elected Assistant Secretary in 1995 and Chief Financial Officer in 1999. Mr. Lyda was promoted to Senior Vice President in 2008, and Executive Vice President in 2012. Mr. Lyda's title was subsequently changed to Executive Vice President and Chief Financial Officer to more accurately describe the responsibilities of his office.

Mr. McMahon joined the Company in November 2001 as Director of Financial Analysis. In 2008, Mr. McMahon became Vice President of Commercial/Industrial Development and in December of 2014, was promoted to Senior Vice President of Commercial/Industrial Development and elected as an officer of the Company. In 2015, he was promoted to Executive Vice President.

Mr. Rentfro joined the Company on February 27, 2015 and was elected Executive Vice President of Real Estate on March 9, 2015. For the last five years, Mr. Rentfro directed development efforts for a number of major projects within the Emirate of Abu Dhabi in the United Arab Emirates. Notable developments include the Westin Abu Dhabi Golf Resort & Spa, Monte Carlo Beach Club-Saadiyat, Eastern Mangroves Resort and Residences, St. Regis Saadiyat Island Residences, and the Al Yamm and Al Sahel Villas at the Desert Islands Resort & Spa by Anantara. Prior to his work in the Middle East, Mr. Rentfro held executive positions at The St. Joe Company (NYSE: JOE), ascending ultimately to Regional Vice President and General Manager. There he led all efforts related to planning, design, entitlement, development, construction, asset management, marketing and sales for real estate operations within a 330,000-acre region along the Gulf Coast of Northwest Florida.

Mr. Velasquez joined the Company as Vice President of Finance of Tejon Ranchcorp, or TRC, a subsidiary of the Company, in November 2014. Mr. Velasquez's title was subsequently changed to Vice President of Finance and Chief Accounting Officer to more accurately describe the responsibilities of his office. Prior to joining TRC, Mr. Velasquez served as an Executive Director at Ernst & Young in their audit and assurance practice section. Mr. Velasquez worked with Ernst & Young from 1999 through 2014. Mr. Velasquez holds a B.S. in Business Administration with an option in Accounting from California State University, Los Angeles. Mr. Velasquez is a Certified Public Accountant in the state of California.

Mr. Houston joined the Company in May 2016 as the Senior Vice President, General Counsel. He previously worked for the City of Anaheim, where he served as City Attorney from 2013 – 2016. His background involves extensive experience in corporate governance, municipal law, real estate, land use and environmental issues. Prior to working for the City of Anaheim, he served as a partner for a Newport Beach, CA-based law firm of Cummins & White from 2011 to 2013, and prior to that, was a partner at Rutan & Tucker, LLP, Costa Mesa, CA.

#### **ITEM 1A. RISK FACTORS**

The risks and uncertainties described below are not the only ones facing the Company. If any of the following risks occur, our business, financial condition, results of operations or future prospects could be materially adversely affected. Our strategy, focused on more aggressive development of our land, involves significant risk and could result in operating losses. The risks that we describe in our public filings are not the only risks that we face. Additional risks and uncertainties not presently known to us, or that we currently consider immaterial, also may materially adversely affect our business, financial condition, and results of operations.

**We are involved in a cyclical industry and are affected by changes in general and local economic conditions.** The real estate development industry is cyclical and is significantly affected by changes in general and local economic conditions, including:

- Employment levels
- Availability of financing
- Interest rates
- Consumer confidence
- Demand for the developed product, whether residential or industrial
- Supply of similar product, whether residential or industrial

The process of development of a project begins and financial and other resources are committed long before a real estate project comes to market, which could occur at a time when the real estate market is depressed. It is also possible in a rural area like ours that no market for the project will develop as projected.

**Adverse changes in economic conditions in markets where we conduct our operations and where prospective purchasers of our future homes and commercial products live could reduce the demand for our products and, as a result, could adversely affect our business, results of operations, and financial condition.** Adverse changes in economic conditions in markets where we conduct our operations and where prospective purchasers of our real estate products live have had and may in the future have a negative impact on our business. Adverse changes in employment levels, job growth, consumer confidence, interest rates, and population growth, or an oversupply of product for sale or lease may reduce demand and depress prices and cause buyers to cancel their purchase agreements. This, in turn, could adversely affect our results of operations and financial condition.

**Higher interest rates and lack of available financing can have significant impacts on the real estate industry.** Higher interest rates generally impact the real estate industry by making it harder for buyers to qualify for financing, which can lead to a decrease in the demand for residential, commercial or industrial sites. Any decrease in demand will negatively impact our proposed developments. Lack of available credit to finance real estate purchases can also negatively impact demand. Any downturn in the economy or consumer confidence can also be expected to result in reduced housing demand and slower industrial development, which would negatively impact the demand for land we are developing.

**The inability of a client tenant to pay us rent could adversely affect our business.** Our commercial revenues are derived primarily from rental payments and reimbursement of operating expenses under our leases. If our client tenants fail to make rental payments under their leases, our financial condition and cash flows could be adversely affected.

**Our inability to renew leases or re-lease space on favorable terms as leases expire may significantly affect our business.** Some of our revenues are derived from rental payments and reimbursement of operating expenses under our leases. If a client tenant experiences a downturn in its business or other types of financial distress, it may be unable to make timely payments under its lease. Also, if our client tenants terminate early or decide not to renew their leases, we may not be able to re-lease the space. Even if client tenants decide to renew or lease space, the terms of renewals or new leases, including the cost of any tenant improvements, concessions, and lease commissions, may be less favorable to us than current lease terms. Consequently, we could generate less cash flow from the affected properties than expected, which could negatively impact our business. We may have to divert cash flow generated by other properties to meet our debt service payments, if any, or to pay other expenses related to owning the affected properties.

**We may experience increased operating costs, which may reduce profitability to the extent that we are unable to pass those costs on to client tenants.** Our properties are subject to increases in operating expenses including insurance, property taxes, utilities, administrative costs, and other costs associated with security, landscaping, and repairs and maintenance of our properties. Our leases allow us to pass along real estate taxes, insurance, utilities, common area, and other operating expenses (including increases thereto) in addition to base rent. However, we cannot be certain that our client tenants will be able to bear the full burden of these higher costs, or that such increased costs will not lead them, or other prospective client tenants, to seek space elsewhere. If operating expenses increase, the availability of other comparable space in the markets we operate in may hinder or limit our ability to increase our rents; if operating expenses increase without a corresponding increase in revenues, our profitability could diminish.

**We are subject to various land use regulations and require governmental approvals and permits for our developments that could be denied.** In planning and developing our land, we are subject to various local, state, and federal statutes, ordinances, rules and regulations concerning zoning, infrastructure design, subdivision of land, and construction. All of our new developments require amending existing general plan and zoning designations, so it is possible that our entitlement applications could be denied. In addition, the zoning that ultimately is approved could include density provisions that would limit the number of homes and other structures that could be built within the boundaries of a particular area, which could adversely impact the financial returns from a given project. Many states, cities and counties (including neighboring Ventura County) have in the past approved various “slow growth” or “urban limit line” measures. If that were to occur in the jurisdictions governing the Company’s land use, our future real estate development activities could be significantly adversely affected.

**Third-party litigation could increase the time and cost of our development efforts.** The land use approval processes we must follow to ultimately develop our projects have become increasingly complex. Moreover, the statutes, regulations and ordinances governing the approval processes provide third parties the opportunity to challenge the proposed plans and approvals. As a result, the prospect of third-party challenges to planned real estate developments provides additional uncertainties in real estate development planning and entitlements. Third-party challenges in the form of litigation could result in denial of the right to develop, or would, by their nature, adversely affect the length of time and the cost required to obtain the necessary approvals. In addition, adverse decisions arising from any litigation would increase the costs and length of time to obtain ultimate approval of a project and could adversely affect the design, scope, plans and profitability of a project.

**We are subject to environmental regulations and opposition from environmental groups that could cause delays and increase the costs of our development efforts or preclude such development entirely.** Environmental laws that apply to a given site can vary greatly according to the site's location and condition, present and former uses of the site, and the presence or absence of sensitive elements like wetlands and endangered species. Federal and state environmental laws also govern the construction and operation of our projects and require compliance with various environmental regulations, including analysis of the environmental impact of our projects and evaluation of our reduction in the projects' carbon footprint and greenhouse gas emissions. Environmental laws and conditions may result in delays, cause us to incur additional costs for compliance, mitigation and processing land use applications, or preclude development in specific areas. In addition, in California, third parties have the ability to file litigation challenging the approval of a project which they usually do by alleging inadequate disclosure and mitigation of the environmental impacts of the project. Certain groups opposed to development have made clear they intend to oppose our projects vigorously, so litigation challenging their approval is expected. Currently, the Grapevine entitlement approval has been opposed and litigation has been filed against Kern County as the approving governmental entity. The issues most commonly cited in opponents' public comments include the poor air quality of the San Joaquin Valley air basin, potential impacts of projects on the California condor and other species of concern, the potential for our lands to function as wildlife movement corridors, potential impacts of our projects on traffic and air quality in Los Angeles County, emissions of greenhouse gases, water availability and criticism of proposed development in rural areas as being "sprawl". In addition, California has a specific statutory and regulatory scheme intended to reduce greenhouse gas emissions in the state and efforts to enact federal legislation to address climate change concerns could require further reductions in our projects' carbon footprint in the future.

**Constriction of the credit markets or other adverse changes in capital market conditions could limit our ability to access capital and increase our cost of capital.** During past economic downturns, we relied principally on positive operating cash flow, cash and investments, and equity offerings to meet current working capital needs, entitlement investment, and investment within our developments. While the current economy has seen improvement, any slowdown in the economy could negatively impact our access to credit markets and may limit our sources of liquidity in the future and potentially increase our costs of capital.

We regularly assess our projected capital requirements to fund future growth in our business, repay our debt obligations, and support our other general corporate and operational needs, and we regularly evaluate our opportunities to raise additional capital. As market conditions permit, we may issue new equity securities through the public capital markets or obtain additional bank financing to fund our projected capital requirements or provide additional liquidity. Adverse changes in economic, or capital market conditions could negatively affect our business, liquidity and financial results.

**Until governmental entitlements are received, we will have a limited inventory of real estate.** Each of our four current and planned real estate projects, TRCC, Centennial, MV, and Grapevine involve obtaining various governmental permits and/or entitlements. A delay in obtaining governmental approvals could lead to additional costs related to these developments and potentially lost opportunities for the sale of lots to developers and land users.

**We are in competition with several other developments for customers and residents.** Within our real estate activities, we are in direct competition for customers with other industrial sites in Northern, Central, and Southern California. We are also in competition with other highway interchange locations using Interstate 5 and State Route 99 for commercial leasing opportunities. Once they receive all necessary permits, approvals and entitlements, Centennial and Grapevine will ultimately compete with other residential housing options in the region, such as developments in the Santa Clarita Valley, Lancaster, Palmdale, and Bakersfield. MV will compete generally for discretionary dollars that consumers will allocate to recreation and second homes, so its competition will include a greater area and range of projects. Intense competition may decrease our sales and harm our results of operations.

**Our developable land is concentrated entirely in California.** All of our developable land is in California and our business is especially sensitive to the economic conditions within California. Any adverse change in the economic climate of California, or our regions of that state, and any adverse change in the political or regulatory climate of California, or the counties where our land is located could adversely affect our real estate development activities. Ultimately, our ability to sell or lease lots may decline as a result of weak economic conditions or restrictive regulations.

**Increases in taxes or government fees could increase our cost, and adverse changes in tax laws could reduce demand for homes in our future residential communities.** Increases in real estate taxes and other local government fees, such as fees imposed on developers to fund schools, open space, and road improvements, could increase our costs and have an adverse effect on our operations. In addition, any changes to income tax laws that would reduce or eliminate tax deductions or incentives to homeowners, such as a change limiting the deductibility of real estate taxes or interest on home mortgages, could make housing less affordable or otherwise reduce the demand for housing, which in turn could reduce future sales.

**Within our real estate projects we incur significant costs before we can begin development or construction of our projects, sell and deliver units to our customers or begin the collection of rent and recover our costs.** We may be subject to delays in the entitlement process and construction, which could lead to higher costs, which could adversely affect our operating results. Changing market conditions during the entitlement and construction periods could negatively impact selling prices and rents, which could adversely affect our operating results. Before any of our real estate projects can generate revenues we make material expenditures to obtain entitlements, permits, and development approvals. It generally takes several years to complete this process and completion times vary based on complexity of the project and the community and regulatory issues involved. As a result of the time and complexity involved in getting approvals for our projects we face the risk that demand for housing, retail and industrial product may decline and we may be forced to sell or lease product at a loss or for prices that generate lower profit margins than we anticipated. If values decline, we may be required to make material write-downs of the book value of real estate projects in accordance with general accepted accounting principles.

**If we experience shortages or increased costs of labor and supplies or other circumstances beyond our control, there could be delays or increased costs within our industrial development, which could adversely affect our operating results.** Our ability to develop our current industrial development may be adversely affected by circumstances beyond our control including: work stoppages, labor disputes and shortages of qualified trades people; changes in laws relating to union organizing activity; and shortages, delays in availability, or fluctuations in prices of building materials. Any of these circumstances could give rise to delays in the start or completion of, or could increase the cost of, developing infrastructure and buildings within our industrial development. If any of the above happens, our operating results could be harmed.

**We are dependent on key personnel and the loss of one or more of those key personnel may materially and adversely affect our prospects.** Our future success depends, to a significant degree, on the efforts of our senior management. The loss of key personnel could materially and adversely affect our results of operations, financial condition, or our ability to pursue land development. Our success will also depend in part on our ability to attract and retain additional qualified management personnel.

**Our business model is very dependent on transactions with strategic partners. We may not be able to successfully (1) attract desirable strategic partners; (2) complete agreements with strategic partners; and/or (3) manage relationships with strategic partners going forward, any of which could adversely affect our business.** A key to our development and value creation strategies has been the use of joint ventures and strategic relationships. These joint venture partners bring development experience, industry expertise, financial resources, financing capabilities, brand recognition and credibility or other competitive assets.

A complicating factor in any joint venture is that strategic partners may have economic or business interests or goals that are inconsistent with ours or that are influenced by factors related to our business. These competing interests lead to the difficult challenges of successfully managing the relationship and communication between strategic partners and monitoring the execution of the partnership plan. We may also be subject to adverse business consequences if the market reputation or financial position of the strategic partner deteriorates. If we cannot successfully execute transactions with strategic partners, our business could be adversely affected.

**Only a limited market exists for our Common Stock, which could lead to price volatility.** The limited trading market for our Common Stock may cause fluctuations in the market value of our Common Stock to be exaggerated, leading to price volatility in excess of that which would occur in a more active trading market of our Common Stock.

**Concentrated ownership of our Common Stock creates a risk of sudden change in our share price.** As of February 28, 2016, directors and members of our executive management team beneficially owned or controlled approximately 30% of our Common Stock. Investors who purchase our Common Stock may be subject to certain risks due to the concentrated ownership of our Common Stock. The sale by any of our large shareholders of a significant portion of that shareholder's holdings could have a material adverse effect on the market price of our Common Stock. In addition, the registration and sale of any significant amount of additional shares of our Common Stock will have the immediate effect of increasing the public float of our Common Stock and any such increase may cause the market price of our Common Stock to decline or fluctuate significantly.

**Decreases in the market value of our investments in marketable securities could have an adverse impact on our results of operations.** We have a significant amount of funds invested in marketable securities, the market value of which is subject to changes from period to period. Decreases in the market value of our marketable securities could have an adverse impact on our results of operations.

**Inflation can have a significant adverse effect on our operations.** Inflation can have a major impact on our farming operations. The farming operations are most affected by escalating costs, unpredictable revenues and very high irrigation water costs. High fixed water costs related to our farm lands will continue to adversely affect earnings. Prices received for many of

our products are dependent upon prevailing market conditions and commodity prices. Therefore, it is difficult for us to accurately predict revenue, just as we cannot pass on cost increases caused by general inflation, except to the extent reflected in market conditions and commodity prices.

Inflation can adversely impact our real estate operations, by increasing costs of material and labor as well as the cost of capital, which can impact operating margins. In an inflationary environment, we may not be able to increase prices at the same pace as the increase in inflation, which would further erode operating margins.

**A prolonged downturn in the real estate market or instability in the mortgage and commercial real estate financing industry, could have an adverse effect on our real estate business.** Our residential housing projects, Centennial, MV, and Grapevine, are currently in the entitlement phase, permitting phase, or are fully entitled and waiting for development to begin. If a downturn in the real estate market or an instability in the mortgage and commercial real estate financing industry exists at the time these projects move into their development and marketing phases, our resort/residential business could be adversely affected. An excess supply of homes available due to foreclosures or the expectation of deflation in housing prices could also have a negative impact on our ability to sell our inventory when it becomes available. The inability of potential commercial/industrial clients to get adequate financing for the expansion of their businesses could lead to reduced lease revenues and sales of land within our industrial development.

**We have increased our long-term debt significantly from past years and any future inability to comply with related covenants, restrictions or limitations could adversely affect our financial condition.** Our ability to meet our debt service and other obligations and the financial covenants under our credit facility will depend, in part, upon our future financial performance. Our future results are subject to the risks and uncertainties described in this report. Our revenues and earnings vary with the level of general economic activity in the markets we serve and the level of commodity prices related to our farming and mineral resource activities. The factors that affect our ability to generate cash can also affect our ability to raise additional funds for these purposes through the addition of debt, the sale of equity, refinancing existing debt, or the sale of assets.

Our credit facility contains financial covenants requiring the maintenance of a maximum total liabilities to tangible net worth not greater than .75 to 1 at each quarter end, a debt service coverage ratio not less than 1.25 to 1.00, and a minimum level of liquidity of \$20,000,000, including any unused portion of our revolving credit facility. A failure to comply with these requirements could allow the lending bank to terminate the availability of funds under our revolving credit facility and/or cause any outstanding borrowings to become due and payable prior to maturity.

**Volatile oil and natural gas prices could adversely affect our cash flows and results of operations.** Our cash flows and results of operations are dependent in part on oil and natural gas prices, which are volatile. Oil and natural gas prices also impact the amount we receive for selling and renewing our mineral leases. Moreover, oil and natural gas prices depend on factors we cannot control, such as: changes in foreign and domestic supply and demand for oil and natural gas; actions by the Organization of Petroleum Exporting Countries; weather; political conditions in other oil-producing countries, including the possibilities of insurgency or war in such areas; prices of foreign exports; domestic and international drilling activity; price and availability of alternate fuel sources; the value of the U.S. dollar relative to other major currencies; the level and effect of trading in commodity markets; and the effect of worldwide energy conservation measures and governmental regulations. Any substantial or extended decline in the price of oil and gas could have a negative impact on our business, liquidity, financial condition and results of operations. Substantial or extended declines in future natural gas or crude oil prices would have a material adverse effect on our future business, financial condition, results of operations, cash flows, liquidity or ability to finance planned capital expenditures and commitments. Furthermore, substantial, extended decreases in natural gas and crude oil prices may cause us to delay development projects and could negatively impact our ability to borrow, our cost of capital and our ability to access capital markets, increase our costs under our revolving credit facility, and limit our ability to execute aspects of our business plans.

**Our reserves and production will decline from their current levels.** The rate of production from oil and natural gas properties generally decline as reserves are produced. Any decline in production or reserves could materially and adversely affect our future cash flow, liquidity and results of operations.

**Water delivery and water availability continues to be a long-term concern within California.** Any limitation of delivery of SWP water, limitations on our ability to move our water resources, and the absence of available reliable alternatives during drought periods could potentially cause permanent damage to orchards and vineyards and possibly impact future development opportunities.

Our future revenue and profitability related to our water resources will primarily be dependent on our ability to acquire and sell water assets. In light of the fact that our water resources represent a portion of our overall business at present, our long-term profitability will be affected by various factors, including the availability and timing of water resource acquisitions, regulatory approvals and permits associated with such acquisitions, transportation arrangements, and changing technology. We may also encounter unforeseen technical or other difficulties which could result in cost increases with respect to our water resources. Moreover, our profitability is significantly affected by changes in the market price of water. Future sales and prices of water may fluctuate widely as demand is affected by climatic, economic, demographic and technological factors as well as the relative strength of the residential, commercial, financial, and industrial real estate markets. The factors described above are not within our control.

**Terrorist attacks may have an adverse impact on our business and operating results and could decrease the value of our assets.** Terrorist attacks such as those that have taken place in recent years, could have a material adverse impact on our business, our operating results, and the market price of our common stock. Future terrorist attacks may result in declining economic activity, which could reduce the demand for and the value of our properties. To the extent that future terrorist attacks impact our client tenants, their businesses similarly could be adversely affected, including their ability to continue to honor their lease obligations.

**We may encounter other risks that could impact our ability to develop our land.** We may also encounter other difficulties in developing our land, including:

- Difficulty in securing adequate water resources for future developments;
- Natural risks, such as geological and soil problems, earthquakes, fire, heavy rains and flooding, and heavy winds;
- Shortages of qualified trades people;
- Reliance on local contractors, who may be inadequately capitalized;
- Shortages of materials; and
- Increases in the cost of materials.

**Information technology failures and data security breaches could harm our business.** We use information technology and other computer resources to carry out important operational and marketing activities and to maintain our business records. These information technology systems are dependent upon global communications providers, web browsers, telephone systems and other aspects of the Internet infrastructure that have experienced security breaches, cyber-attacks, significant systems failures and electrical outages in the past. A material network breach in the security of our information technology systems could include the theft of customer, employee or company data. The release of confidential information as a result of a security breach may also lead to litigation or other proceedings against us by affected individuals or business partners, or by regulators, and the outcome of such proceedings, which could include penalties or fines, could have a significant negative impact on our business. We may also be required to incur significant costs to protect against damages caused by these information technology failures or security breaches in the future. However, we cannot provide assurance that a security breach, cyber-attack, data theft or other significant systems failure will not occur in the future, and such occurrences could have a material and adverse effect on our consolidated results of operations or financial position.

**Failure to maintain effective internal control over financial reporting could have a material adverse effect on our business, results of operations, financial condition, and stock price.** Pursuant to the Sarbanes-Oxley Act of 2002, we are required to provide a report by management on internal control over financial reporting, including management's assessment of the effectiveness of internal control. Changes to our business will necessitate ongoing changes to our internal control systems and processes. Internal control over financial reporting may not prevent or detect misstatement because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business, results of operations, and financial condition could be materially harmed, and we could fail to meet our reporting obligations and there could be a material adverse effect on our stock price.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

## **ITEM 2. PROPERTIES**

### **Land**

Our approximate 270,000 acres include portions of the San Joaquin Valley, portions of the Tehachapi Mountains and portions of the western end of the Antelope Valley. Each of our five major segments use various portions of this land. A number of key transportation and utility facilities cross our land, including Interstate 5, California Highways 58, 138 and 223, the California Aqueduct (which brings water from Northern California), and various transmission lines for electricity, oil, natural gas and communication systems. Our corporate offices are located on our property.

Approximately 247,000 acres of our land are located in Kern County, California. The Kern County general plan, or the “General Plan”, for this land contemplates continued commercial, resource utilization, farming, grazing and other agricultural uses, as well as certain new developments and uses, including residential and recreational facilities. While the General Plan is intended to provide guidelines for land use and development, it is subject to amendment to accommodate changing circumstances and needs. We have three major master planned real estate projects in Kern County that have received entitlement approvals from Kern County: Mountain Village, TRCC and Grapevine.

The remainder of our land, approximately 23,000 acres, is in Los Angeles County. This area is accessible from Interstate 5 via Highway 138. Los Angeles County has adopted general plan policies that contemplate future residential development of portions of this land, subject to further assessments of environmental and infrastructure constraints. We are currently pursuing specific plan entitlement for phase one entitlement for Centennial on approximately 12,323 acres of this land. See Item 1, “Business—Real Estate Development Overview.”

Portions of our land consist of mountainous terrain, much of which is not presently served by paved roads or by utility or water lines. Much of this property is included within the Conservation Agreement we entered into with five of the major environmental organizations in June 2008. As we receive entitlement approvals over the life span of our developments we will dedicate conservation easements on 145,000 acres of this land, which will preclude future development of the land. This acreage includes many of the most environmentally sensitive areas of our property and is home to many plant and wildlife species whose environments will remain undisturbed.

Any significant development on our currently undeveloped land would involve the construction of roads, utilities and other expensive infrastructure and would have to be done in a manner that accommodates a number of environmental concerns, including endangered species, wetlands issues, and greenhouse gas emissions. Accommodating these environmental concerns, could possibly limit development of portions of the land or result in substantial delays or certain changes to the scope of development in order to obtain governmental approval.

### **Water Operations**

Our existing long-term water contracts with the Wheeler Ridge-Maricopa Water Storage District, or WRMWSO, provide for water entitlements and deliveries from the SWP, to our agricultural and municipal/industrial operations in the San Joaquin Valley. The terms of these contracts extend to 2035. Under the contracts, we are entitled to annual water for 5,496 acres of land, or 15,547 acre-feet of water subject to SWP allocations, which is adequate for our present farming operations. It is assumed, that at the end of the current contract period all water contracts will be extended for approximately the same amount of annual water.

In addition to the WRMWSO contract water entitlements, we have an additional water entitlement from the SWP sufficient to service a substantial amount of future residential and/or commercial development in Kern County. The Tejon-Castac Water District, or TCWD, a local water district serving our land in the district and land we have sold in TRCC, has 5,749 acre-feet of SWP entitlement (also called Table A amount), subject to SWP allocations. In addition, TCWD has approximately 33,390 acre-feet of water stored in Kern County water banks. Both the entitlement and the banked water are the subject of a long-term water supply contract extending to 2035 between TCWD and our Company. TCWD is the water supplier to TRCC, and will be the principal water supplier for any significant residential and recreational development in MV. TCWD will also be the water district that provides services to Grapevine.

We have a 150-acre water bank consisting of nine ponds on our land in southern Kern County. Water is pumped into these ponds and then percolates into underground aquifers. Since 2006, we have banked 17,287 acre feet of water from the Antelope Valley-East Kern Water Agency, or AVEK, which has been pumped from the California aqueduct and is currently retained in this water bank. In 2007 and 2008 we contracted for 2,362 additional acre-feet of water from AVEK, but have deferred delivery of the water to a future year. We anticipate adding additional water to the water bank in the future, as water is available. In 2010 we began participating with AVEK in a water-banking program and we have approximately 13,033 acre-feet of water to our credit in this program.



Over time we have also purchased water for our future use or sale. In 2008 we purchased 8,393 acre-feet of transferable water and in 2009 we purchased an additional 6,393 acre-feet of transferable water, all of which is currently held on our behalf by AVEK or has been placed in our water bank. We also have secured SWP entitlement under long-term SWP water contracts within the Tulare Lake Basin Water Storage District and the Dudley-Ridge Water District, totaling 3,444 acre-feet of SWP entitlement annually, subject to SWP allocations. These contracts extend through 2035. On November 6, 2013, the Company completed the acquisition of a water purchase agreement that will allow and require the Company to purchase 6,693 acre feet of water each year from the Nickel Family, LLC, or Nickel, through the Kern County Water Agency. The aggregate purchase price was approximately \$18,700,000 and was paid one-half in cash and one-half in shares of Company Common Stock. The number of shares of Common Stock delivered was determined based on the volume weighted average price of Common Stock for the ten trading days that ended two days prior to closing, which calculated to be 251,876 shares of Common Stock.

The initial term of the water purchase agreement with Nickel runs through 2044 and includes a Company option to extend the contract for an additional 35 years. This contract allows us to purchase water each year. The purchase cost of water in 2016 was \$695 per acre-foot. Purchase costs in 2016 and beyond are subject to annual cost increases based on the greater of the consumer price index and 3%, resulting in a 2017 purchase cost of \$717 per acre-foot.

The water purchased will ultimately be used in the development of the Company's land for commercial/industrial development, residential development, and farming. Interim uses may include the sale of portions of this water to third party users on an annual basis until the water is fully used for the Company's internal uses.

During 2016, SWP allocations were approximately 60% of contract levels, and WRMWSO was able to supply us with water from various sources that when combined with our water sources provided sufficient water to meet our farming and real estate demands. In some years, there is also sufficient runoff from local mountain streams to allow us to capture some of this water in reservoirs and utilize it to offset some of the SWP water. In years where the supply of water is sufficient, both WRMWSO and TCWD are able to bank (percolate into underground aquifers) some of their excess supplies for future use. At this time, Wheeler Ridge expects to be able to deliver our entire contract water entitlement in any year that the SWP allocations exceed 30% by drawing on its ground water wells and water banking assets. Based on historical records of water availability, we do not believe we have material problems with our water supply. However, if SWP allocations are less than 30% of our entitlement in any year, or if shortages continue for a sustained period of several years, then WRMWSO may not be able to deliver 100% of our entitlement and we will have to rely on our own ground water sources, mountain stream runoff, water transfer from others, and water banking assets to supply the needs of our farming and development activities. Water from these sources may be more expensive than SWP water because of pumping costs and/or transfer costs. A 60% preliminary SWP water allocation has been made by the DWR for 2017. The current 60% allocation of SWP water is not enough for us to farm our crops, but our additional water resources, such as groundwater and surface sources, and those of the water districts we are in, should allow us to have sufficient water for our farming needs.

All SWP water contracts require annual payments related to the fixed and variable costs of the SWP and each water district, whether or not water is used or available. WRMWSO and TCWD contracts also establish a lien on benefited land.

Portions of our property also have available groundwater, which we believe would be sufficient to supply commercial development in the Interstate 5 corridor and support current agricultural operations. Ground water in the Antelope Valley Basin is the subject of litigation. See Item 3, "Legal Proceedings" for additional information about this litigation. Please refer to "Note 14. Commitments and Contingencies" for further discussion.

A new development with respect to groundwater is the Sustainable Groundwater Management Act, or SGMA, which became effective January 1, 2015. For the water districts in which the Company participates in the San Joaquin Valley, Groundwater Sustainability Plans are to be developed by 2020. Through those plans it will have to be demonstrated to the satisfaction of the Department of Water Resources, that the basins are "sustainable" and in balance by 2040, which could ultimately lead to restrictions on the use of groundwater. The Company's lands are located in the White Wolf Basin, which is a basin that is currently not over-drafted, so there is no anticipation at this time of any restriction related to manageable uses of ground water. However, the Company's lands are in relatively good condition because of the diverse inventory of surface water supplies and banked water that the Company has access to as mentioned above.

There have been many environmental challenges regarding the movement of SWP water through the Sacramento Delta. Operation of the Delta pumps are of primary importance to the California water system because these pumps are part of the system that moves water from Northern California to Southern California. Biological Opinions, or BOs, issued by the U.S. Fish and Wildlife Service and National Marine Fisheries Service in 2008 and 2009 contain restrictions on pumping from the Delta. These BOs are being challenged in the courts by both water agencies and environmental groups, which challenges were for the most part unsuccessful. There are many groups, governmental and private, working together to develop a solution in the future to mitigate the curtailment of water from the Delta.

Historic SWP restrictions on the right to use agricultural water entitlement for municipal purposes were removed in 1995. For this purpose, “municipal” use includes residential and industrial use. Therefore, although only 2,000 of TCWD’s 5,749 acre feet of entitlement are labeled for municipal use, there is no practical restriction on TCWD’s ability to deliver the remaining water to residential or commercial/industrial developments.

#### **Other Activities**

The Tejon Ranch Public Facilities Financing Authority, or TRPFFA, is a joint powers authority formed by Kern County and TCWD to finance public infrastructure within the Company’s Kern County developments. TRPFFA has created two Community Facilities Districts, or CFDs, the West CFD and the East CFD. The West CFD has placed liens on 420 acres of the Company’s land to secure payment of special taxes related to \$28,620,000 of bond debt sold by TRPFFA for TRCC-West. The East CFD has placed liens on 1,931 acres of the Company’s land to secure payments of special taxes related to \$55,000,000 of bond debt sold by TRPFFA for TRCC-East. At TRCC-West, the West CFD has no additional bond debt approved for issuance. At TRCC-East, the East CFD has approximately \$65,000,000 of additional bond debt authorized by TRPFFA. Proceeds from the sales of these bonds are to reimburse the Company for public infrastructure related to TRCC-East. During 2016, we received \$6,155,000 in reimbursement from the East CFD bonds.

In 2016 and 2015, we paid approximately \$2,585,000 and \$1,926,000 in special taxes related to the CFDs. As development continues to occur at TRCC, new owners of land and new lease tenants, through triple net leases, will bear an increasing portion of the assessed special tax. It is expected that we will have special tax payments in 2017 of approximately \$2,585,000, but this could change in the future based on the amount of bonds outstanding within each CFD and the amount of taxes paid by other owners and tenants. The assessment of each individual property sold or leased is not determinable at this time because it is based on the current tax rate and the assessed value of the property at the time of sale or on its assessed value at the time it is leased to a third-party. Accordingly, the Company is not required to recognize an obligation at December 31, 2016.

#### **ITEM 3. LEGAL PROCEEDINGS**

The Company is involved in various legal matters arising out of its operations in the normal course of business. None of these matters are expected, individually or in the aggregate, to have a material adverse effect on the Company.

For a discussion of legal proceedings, see Note 14 Commitments and Contingencies of the Notes to the Consolidated Financial Statements.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable.

**PART II**

**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

The following table shows the high and low sale prices for our Common Stock, which trades under the symbol TRC on the New York Stock Exchange, for each calendar quarter during the last two years:

Quarter	2016		2015	
	High	Low	High	Low
First	\$ 21.58	\$ 16.85	\$ 29.74	\$ 23.57
Second	\$ 24.90	\$ 19.50	\$ 27.10	\$ 23.84
Third	\$ 26.99	\$ 22.00	\$ 28.00	\$ 21.50
Fourth	\$ 27.99	\$ 21.13	\$ 24.28	\$ 18.12

As of February 28, 2017, there were 303 registered owners of record of our Common Stock.

No cash dividends were paid in 2016 or 2015 and at this time there is no intention of paying cash dividends in the future. During 2013, the Company did provide a dividend consisting of warrants to our shareholders. Please see Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations, Liquidity and Capital Resources, Capital Structure and Financial Condition" for information concerning the warrant dividend program.

On October 13, 2014, the Tejon Ranchcorp, a subsidiary of the Company, entered into an Amended and Restated Credit Agreement, a Term Note and a Revolving Line of Credit Note. This new credit facility contains customary negative covenants that limit the ability of the Company to, among other things, pay dividends or repurchase stock to the extent that immediately following any such dividend or repurchase of stock, total liabilities divided by tangible net worth (Stockholders Equity) is not greater than 0.75 to 1.0.

For information regarding equity compensation plans pursuant to Item 201(d) of Regulation S-K, please see Item 11, "Executive Compensation" and Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" of this Form 10-K, below.

The annual stockholder performance graph will be provided separately in our annual report to stockholders.

**ITEM 6. SELECTED FINANCIAL DATA**

	2016	2015	2014	2013	2012
Total revenues from operations, including interest and other income	\$ 47,236	\$ 52,056	\$ 52,291	\$ 46,345	\$ 48,444
Income (loss) from operations before equity in earnings of unconsolidated joint ventures	\$ (6,247)	\$ (2,287)	\$ 3,165	\$ 2,183	\$ 4,471
Equity in earnings of unconsolidated joint ventures	\$ 7,098	\$ 6,324	\$ 5,294	\$ 4,006	\$ 2,535
Net income	\$ 515	\$ 2,912	\$ 5,762	\$ 4,103	\$ 4,283
Net (loss) income attributable to noncontrolling interests	\$ (43)	\$ (38)	\$ 107	\$ (62)	\$ (158)
Net income attributable to common stockholders	\$ 558	\$ 2,950	\$ 5,655	\$ 4,165	\$ 4,441
Total assets	\$ 439,701	\$ 431,919	\$ 431,923	\$ 342,879	\$ 327,856
Long-term debt, less current portion	\$ 69,853	\$ 73,223	\$ 74,023	\$ 4,459	\$ 212
Equity	\$ 334,467	\$ 331,308	\$ 324,333	\$ 320,187	\$ 308,259
Net income attributable to common stockholders per share, diluted	\$ 0.03	\$ 0.14	\$ 0.27	\$ 0.20	\$ 0.22

**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

See Part I, "Forward-Looking Statements" for our cautionary statement regarding forward-looking information.

This discussion and analysis is based on, should be read together with, and is qualified in its entirety by, the consolidated financial statements and notes thereto included in Item 15(a)1 of this Form 10-K, beginning at page F-1. It also should be read in conjunction with the disclosure under “Forward-Looking Statements” in Part 1 of this Form 10-K. When this report uses the words “we,” “us,” “our,” “Tejon,” “TRC,” and the “Company,” they refer to Tejon Ranch Co. and its subsidiaries, unless the context otherwise requires. References herein to fiscal year refer to our fiscal years ended or ending December 31.

## OVERVIEW

### *Our Business*

We are a diversified real estate development and agribusiness company committed to responsibly using our land and resources to meet the housing, employment, and lifestyle needs of Californians and to create value for our shareholders. In support of these objectives, we have been investing in land planning and entitlement activities for new industrial and residential land developments and in infrastructure improvements within our active industrial development. Our prime asset is approximately 270,000 acres of contiguous, largely undeveloped land that, at its most southerly border, is 60 miles north of Los Angeles and, at its most northerly border, is 15 miles east of Bakersfield.

Our business model is designed to create value through the entitlement and development of land for commercial/industrial and resort/residential uses while at the same time protecting significant portions of our land for conservation purposes. We operate our business near one of the country’s largest population centers, which is expected to continue to grow well into the future.

We currently operate in five operating segments: commercial/industrial real estate development; resort/residential real estate development; mineral resources; farming; and ranch operations.

Our commercial/industrial real estate development segment generates revenues from building, land lease activities, and land and building sales. The primary commercial/industrial development is TRCC. The resort/residential real estate development segment is actively involved in the land entitlement and development process internally and through joint venture entities. Within our resort/residential segment, the three active developments are MV, Centennial, and Grapevine. During the last quarter of 2016, the Kern County Board of Supervisors granted entitlement approval for our land planning activities for Grapevine, which is an approximately 8,010 acre development area located on the San Joaquin Valley floor area of our lands, adjacent to TRCC. These approvals included certification of our final environmental impact report and related findings, approval of associated general plan amendments, and adoption of associated zoning maps. Our mineral resources segment generates revenues from oil and gas royalty leases, rock and aggregate mining leases, a lease with National Cement and sales of water. The farming segment produces revenues from the sale of wine grapes, almonds, and pistachios. Lastly, the ranch operation segment consists of game management revenues and ancillary land uses such as grazing leases and filming.

### *Financial Highlights*

For 2016, net income attributable to common stockholders was \$558,000 compared to \$2,950,000 in 2015. Factors driving the change include: a decline in farming revenues of \$5,188,000 resulting from declines in commodity prices and a decline of mineral resource revenues of \$963,000 resulting from falling oil prices in 2016. Offsetting the decline in net income were the following factors: an increase in commercial real estate revenues of \$1,166,000 resulting from a land sale, and increased rents, a gain on sale of building and land located in Rancho Santa Fe, California of \$1,044,000, an overall reduction in total expenses of \$860,000, and an increase in income from unconsolidated joint ventures of \$774,000.

For 2015, net income attributable to common stockholders was \$2,950,000 compared to \$5,655,000 in 2014. The change was driven by a decline in mineral resource revenues of \$1,139,000 resulting from deteriorating oil prices in 2015, a \$2,162,000 increase in corporate expenses of which a majority relates to pension and staffing costs, and a decline in pistachio revenues of \$1,160,000 resulting from the poor yields caused by the mild winter of 2015. Income from our joint ventures increased by \$1,030,000, partially offsetting the declines in net income noted above. Our joint venture with TA/Petro largely contributed to this increase which is further discussed in the Results of Operations.

For the year ended December 31, 2016 we had no material lease renewals.

During 2017, we will continue to invest funds toward the achievement of entitlements, permits, and maps for our land and for master project infrastructure and vertical development within our active commercial and industrial development. Securing entitlements for our land is a long, arduous process that can take several years and often involves litigation. During the next few years, our net income will fluctuate from year-to-year based upon commodity prices, production within our farming segment, and the timing of sales of land and the leasing of land within our industrial developments.

During the fourth quarter of 2015, the Company reclassified revenues and expenses previously classified as commercial/industrial into a new segment called Ranch Operations. Ranch Operations is comprised of grazing leases, game management, and other ancillary services supporting the ranch.

This Management's Discussion and Analysis of Financial Condition and Results of Operations provides a narrative discussion of our results of operations. It contains the results of operations for each operating segment of the business and is followed by a discussion of our financial position. It is useful to read the business segment information in conjunction with Note 16 (Operating Segments and Related Information) of the Notes to Consolidated Financial Statements.

### Critical Accounting Policies

The preparation of our consolidated financial statements in accordance with generally accepted accounting principles, or GAAP, requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. We consider an accounting estimate to be critical if: (1) the accounting estimate requires us to make assumptions about matters that were highly uncertain at the time the accounting estimate was made, and (2) changes in the estimates that are likely to occur from period to period, or use of different estimates that we reasonably could have used in the current period, would have a material impact on our financial condition or results of operations. On an on-going basis, we evaluate our estimates, including those related to revenue recognition, impairment of long-lived assets, capitalization of costs, profit recognition related to land sales, stock compensation, our future ability to utilize deferred tax assets, and defined benefit retirement plans. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Management has discussed the development and selection of these critical accounting estimates with the Audit Committee of our Board of Directors and the Audit Committee has reviewed the foregoing disclosure. In addition, there are other items within our financial statements that require estimation, but are not deemed critical as defined above. Changes in estimates used in these and other items could have a material impact on our financial statements. See also Note 1 (Summary of Significant Accounting Policies) of the Notes to Consolidated Financial Statements, which discusses accounting policies that we have selected from acceptable alternatives.

We believe the following critical accounting policies reflect our more significant judgments and estimates used in the preparation of the consolidated financial statements:

*Revenue Recognition* – The Company's revenue is primarily derived from lease revenue from our rental portfolio, royalty revenue from mineral leases, sales of farm crops, sales of water, and land sales. Revenue from leases with rent concessions or fixed escalations is recognized on a straight-line basis over the initial term of the related lease unless there is a considerable risk as to collectability. The financial terms of leases are contractually defined. Lease revenue is not accrued when a tenant vacates the premises and ceases to make rent payments or files for bankruptcy. Royalty revenues are contractually defined as to the percentage of royalty and are tied to production and market prices. Our royalty arrangements generally require payment on a monthly basis with the payment based on the previous month's activity. We accrue monthly royalty revenues based upon estimates and adjust to actual as we receive payments.

From time to time the Company sells easements over its land. The easements are either in the form of rights of access granted for such things as utility corridors or are in the form of conservation easements that generally require the Company to divest its rights to commercially develop a portion of its land, but do not result in a change in ownership of the land or restrict the Company from continuing other revenue generating activities on the land. Sales of conservation easements are accounted for in accordance with Staff Accounting Bulletin Topic 13 - Revenue Recognition, or SAB Topic 13.

Since conservation easements generally do not impose any significant continuing performance obligations on the Company, revenue from conservation easement sales have been recognized when the four criteria outlined in SAB Topic 13 have been met, which generally occurs in the period the sale has closed and consideration has been received.

In recognizing revenue from land sales, the Company follows the provisions in Accounting Standards Codification 976, or ASC 976, "Real Estate – Retail Land" to record these sales. ASC 976 provides specific sales recognition criteria to determine when land sales revenue can be recorded. For example, ASC 976 requires a land sale to be consummated with a sufficient down payment of at least 20% to 25% of the sales price depending upon the type and timeframe for development of the property sold, and that any receivable from the sale cannot be subject to future subordination. In addition, the seller cannot retain any material continuing involvement in the property sold or be required to develop the property in the future.

At the time farm crops are harvested, contracted, and delivered to buyers and revenues can be estimated, revenues are recognized and any related inventoried costs are expensed, which traditionally occurs during the third and fourth quarters of each year. It is not unusual for portions of our almond or pistachio crop to be sold in the year following the harvest. Orchard (almond and pistachio) revenues are based upon the contract settlement price or estimated selling price, whereas vineyard revenues are typically recognized at the contracted selling price. Estimated prices for orchard crops are based upon the quoted estimate of what the final market price will be by marketers and handlers of the orchard crops. These market price estimates are updated through the crop payment cycle as new information is received as to the final settlement price for the crop sold. These estimates are adjusted to actual upon receipt of final payment for the crop. This method of recognizing revenues on the sale of orchard crops is a standard practice within the agribusiness community.

Actual final crop selling prices are not determined for several months following the close of our fiscal year due to supply and demand fluctuations within the orchard crop markets. Adjustments for differences between original estimates and actual revenues received are recorded during the period in which such amounts become known.

*Capitalization of Costs* - The Company capitalizes direct construction and development costs, including predevelopment costs, interest, property taxes, insurance, and indirect project costs that are clearly associated with the acquisition, development, or construction of a project. Costs currently capitalized that in the future would be related to any abandoned development opportunities will be written off if we determine such costs do not provide any future benefits. Should development activity decrease, a portion of interest, property taxes, and insurance costs would no longer be eligible for capitalization, and would be expensed as incurred.

*Allocation of Costs Related to Land Sales and Leases* – When we sell or lease land within one of our real estate developments, currently TRCC, and we have not completed all infrastructure development related to the total project, we follow ASC 976 to determine the appropriate costs of sales for the sold land and the timing of recognition of the sale. In the calculation of cost of sales or allocations to leased land, we use estimates and forecasts to determine total costs at completion of the development project. These estimates of final development costs can change as conditions in the market and costs of construction change.

In preparing these estimates, we use internal budgets, forecasts, and engineering reports to help us estimate future costs related to infrastructure that has not been completed. These estimates become more accurate as the development proceeds forward, due to historical cost numbers and to the continued refinement of the development plan. These estimates are updated periodically throughout the year so that, at the ultimate completion of development, all costs have been allocated. Any increases to our estimates in future years will negatively impact net profits and liquidity due to an increased need for funds to complete development. If, however, this estimate decreases, net profits as well as liquidity will improve.

We believe that the estimates used related to cost of sales and allocations to leased land are critical accounting estimates and will become even more significant as we continue to move forward as a real estate development company. The estimates used are very susceptible to change from period to period, due to the fact that they require management to make assumptions about costs of construction, absorption of product, and timing of project completion, and changes to these estimates could have a material impact on the recognition of profits from the sale of land within our developments.

*Impairment of Long-Lived Assets* – We evaluate our property and equipment and development projects for impairment when events or changes in circumstances indicate that the carrying value of assets contained in our financial statements may not be recoverable. The impairment calculation compares the carrying value of the asset to the asset's estimated future cash flows (undiscounted). If the estimated future cash flows are less than the carrying value of the asset, we calculate an impairment loss. The impairment loss calculation compares the carrying value of the asset to the asset's estimated fair value, which may be based on estimated future cash flows (discounted). We recognize an impairment loss equal to the amount by which the asset's carrying value exceeds the asset's estimated fair value. If we recognize an impairment loss, the adjusted carrying amount of the asset will be its new cost basis. For a depreciable long-lived asset, the new cost basis will be depreciated (amortized) over the remaining useful life of that asset. Restoration of a previously recognized impairment loss is prohibited.

We currently operate in five segments, commercial/industrial real estate development, resort/residential real estate development, mineral resources, farming, and ranch operations. At this time, there are no assets within any of our segments that we believe are in danger of being impaired due to market conditions.

We believe that the accounting estimate related to asset impairment is a critical accounting estimate because it is very susceptible to change from period to period; it requires management to make assumptions about future prices, production, and costs, and the potential impact of a loss from impairment could be material to our earnings. Management's assumptions regarding future cash flows from real estate developments and farming operations have fluctuated in the past due to changes in prices, absorption, production and costs and are expected to continue to do so in the future as market conditions change.

In estimating future prices, absorption, production, and costs, we use our internal forecasts and business plans. We develop our forecasts based on recent sales data, historical absorption and production data, input from marketing consultants, as well as discussions with commercial real estate brokers and potential purchasers of our farming products.

If actual results are not consistent with our assumptions and judgments used in estimating future cash flows and asset fair values, we may be exposed to impairment losses that could be material to our results of operations.

*Defined Benefit Retirement Plans* – The plan obligations and related assets of our defined benefit retirement plan are presented in Note 15 (Retirement Plans) of the Notes to Consolidated Financial Statements. Plan assets, which consist primarily of marketable equity and debt instruments, are valued using level one and level two indicators, which are quoted prices in active markets and quoted prices for similar types of assets in active markets for the investments. Pension benefit obligations and the related effects on operations are calculated using actuarial models. The estimation of our pension obligations, costs and liabilities requires that we make use of estimates of present value of the projected future payments to all participants, taking into consideration the likelihood of potential future events such as salary increases and demographic experience. These assumptions may have an effect on the amount and timing of future contributions.

The assumptions used in developing the required estimates include the following key factors:

- Discount rates;
- Salary growth;
- Retirement rates;
- Expected contributions;
- Inflation;
- Expected return on plan assets; and
- Mortality rates

The discount rate enables us to state expected future cash flows at a present value on the measurement date. In determining the discount rate, the Company utilizes the yield on high-quality, fixed-income investments currently available with maturities corresponding to the anticipated timing of the benefit payments. Salary increase assumptions are based upon historical experience and anticipated future management actions. To determine the expected long-term rate of return on pension plan assets, we consider the current and expected asset allocations, as well as historical and expected returns on various categories of plan assets. At December 31, 2016, the weighted-average actuarial assumption of the Company's defined benefit plan consisted of a discount rate of 4.3%, a long-term rate of return on plan assets of 7.5%, and assumed salary increases of 3.5%. The effects of actual results differing from our assumptions and the effects of changing assumptions are recognized as a component of other comprehensive income, net of tax. Amounts recognized in accumulated other comprehensive income are adjusted as they are subsequently recognized as components of net periodic benefit cost. If we were to assume a 50 basis point change in the discount rate used, our projected benefit obligation would change approximately \$900,000.

*Stock-Based Compensation* - We apply the recognition and measurement principles of ASC 718, "Compensation – Stock Compensation" in accounting for long-term stock-based incentive plans. Our stock-based compensation plans include both restricted stock units and restricted stock grants. We have not issued any stock options to employees or directors since January 2003, and our 2016 financial statements do not reflect any compensation expenses for stock options. All stock options issued in the past have been exercised or forfeited.

We make stock awards to employees based upon time-based criteria and through the achievement of performance-related objectives. Performance-related objectives are either stratified into threshold, target, and maximum goals or based on the achievement of a milestone event. These stock awards are currently being expensed over the expected vesting period based on each performance criterion. We make estimates as to the number of shares that will actually be granted based upon estimated ranges of success in meeting the defined performance measures. If our estimates of performance shares vesting were to change by 25%, stock compensation expense would increase or decrease by approximately \$400,000 depending on whether the change in estimate increased or decreased shares vesting.

See Note 11, Stock Compensation - Restricted Stock and Performance Share Grants, of the Notes to Consolidated Financial Statement for total 2016 stock compensation expense related to stock grants.

*Fair Value Measurements* – The Financial Accounting Standards Board's, or FASB, authoritative guidance for fair value measurements of certain financial instruments defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. Fair value is defined as the exchange (exit) price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. This guidance establishes a three-level hierarchy for fair value measurements based upon the inputs to the valuation of an asset or liability. Observable inputs are those which can be easily seen by market participants while unobservable inputs are generally developed internally, utilizing management's estimates and assumptions:

- Level 1 – Valuation is based on quoted prices in active markets for identical assets and liabilities.
- Level 2 – Valuation is determined from quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar instruments in markets that are not active, or by model-based techniques in which all significant inputs are observable in the market.
- Level 3 – Valuation is derived from model-based techniques in which at least one significant input is unobservable and based on our own estimates about the assumptions that market participants would use to value the asset or liability.

When available, we use quoted market prices in active markets to determine fair value. We consider the principal market and nonperformance risk associated with our counterparties when determining the fair value measurement. Fair value measurements are used for marketable securities, investments within the pension plan and hedging instruments.

### **Recent Accounting Pronouncements**

For discussion of recent accounting pronouncements, see Note 1 (Summary of Significant Accounting Policies) of the Notes to Consolidated Financial Statements.

### **Results of Operations by Segment**

We evaluate the performance of our operating segments separately to monitor the different factors affecting financial results. Each segment is subject to review and evaluation as we monitor current market conditions, market opportunities, and available resources. The performance of each segment is discussed below:

#### **Real Estate – Commercial/Industrial**

During 2016, commercial/industrial segment revenues increased \$1,166,000, or 14% when compared to 2015. In October 2016, we sold unimproved real property located at TRCC-East for \$1,193,000. We recognized \$710,000 of the revenues in 2016 and will recognize the remainder upon the completion of certain on-site land improvements, which are expected to be completed during the first half of 2017. Also in 2016, we placed into service a multi-tenant building leased to Baja Fresh and Habit Burger increasing lease revenue by \$266,000. Lastly, we recognized additional leasing revenues of \$48,000 from Starbucks and Pieology given that they were not placed into service until the latter part of the second quarter of 2015.

Commercial/industrial real estate segment expenses were \$7,100,000 during 2016, an increase of \$406,000, or 6%, compared to the same period in 2015. During 2016, there were increases in professional services and repairs and maintenance of \$126,000 and \$108,000, respectively. Additionally, the basis in the land sold was \$95,000.

During 2015, commercial/industrial segment revenues increased \$427,000, or 5% when compared to 2014. This improvement is primarily attributable to an increase of \$249,000 relating to percentage and base rent from the power plant lease, specifically related to the expiration in January 2015 of credits issued in 2014 in conjunction with the power plant lease amendment. The amendment related to percentage rent collected on greenhouse gas assessment taxes. The percentage rent calculation was modified to exclude the greenhouse gas assessment taxes that are collected by the tenant and passed on to the State of California and in connection therewith the Company issued the tenant a one-time credit of \$467,000 in 2014. In addition, we recognized an additional \$215,000 and \$412,000 in property management fees and common area maintenance fee reimbursements, respectively, from our joint venture properties, most noticeably the Outlets at Tejon, which opened in August 2014. Lastly, in 2015 we placed into service a land lease with Carl's Jr and operating leases with Pieology and Starbucks at TRCC East, contributing an additional \$428,000 in lease revenues. In 2015, we recognized \$225,000 in additional landscaping revenues on services rendered to new and existing tenants. The 2015 improvements were partially offset by two non-recurring revenue streams occurring in 2014. In 2014, we sold land to our TA/Petro unconsolidated joint venture partner of which \$458,000 was recognized during 2014 with the remaining \$687,000 deferred until the time we exit the joint venture or the joint venture is terminated. Additionally, in 2014, we recognized \$587,000 in additional development fees from the development of the Outlets at Tejon.



Commercial/industrial real estate segment expenses were \$6,694,000 during 2015, a decrease of \$512,000, or 7%, compared to the same period in 2014, primarily due to a \$591,000 decrease in Tejon-Castac Water District, or TCWD, fixed water assessments during 2015. TCWD decreased water assessment taxes as a result of an increase in TCWD water sales to parties outside of the district, which provided additional funds to TCWD. The decrease in commercial/industrial expenses was partially offset by a \$173,000 increase in landscape maintenance costs resulting from a full year of operations from the Outlets at Tejon along with our three new tenants discussed above.

The logistics operators currently located within our Commerce Center have demonstrated success in serving all of California and the western region of the United States, and we are building from their success in our marketing efforts. We will continue to focus our marketing strategy for TRCC-East and TRCC-West on the significant labor and logistical benefits of our site, the pro-business approach of Kern County, and the demonstrated success of the current tenants and owners within our development. Our strategy fits within the logistics model that many companies are using, which favors large, centralized distribution facilities which have been strategically located to maximize the balance of inbound and outbound efficiencies, rather than a number of decentralized smaller distribution centers. The world class logistics operators located within TRCC have demonstrated success through utilization of this model. With access to markets of over 40 million people for next-day delivery service, they are also demonstrating success with e-commerce fulfillment. We believe that our ability to provide fully-entitled, shovel-ready land parcels to support buildings of any size, especially buildings 1.0 million feet or larger, can provide us with a potential marketing advantage in the future. We are also expanding our marketing efforts to include industrial users in the Santa Clarita Valley of northern Los Angeles County, and the northern part of the San Fernando Valley due to the limited availability of new product and high real estate costs in these locations. Tenants in these geographic areas are typically users of relatively smaller facilities. In pursuit of such opportunities, the Company has partnered with Majestic Realty Co. in the speculative development of a 480,000 square foot, state-of-the-art distribution facility. Construction of the facility is underway, and is scheduled to be complete in the late third quarter of 2017.

A potential disadvantage to our development strategy is our distance from the ports of Los Angeles and Long Beach in comparison to the warehouse/distribution centers located in the Inland Empire, a large industrial area located east of Los Angeles, which continues its expansion eastward beyond Riverside and San Bernardino, to include Perris, Moreno Valley, and Beaumont. As development in the Inland Empire continues to move east and farther away from the ports, our potential disadvantage of our distance from the ports is being mitigated. Strong demand for large distribution facilities is driving development farther east in a search for large entitled parcels. At year-end 2016, vacancy rates in the Inland Empire approximated 4.1%; primarily due to demand keeping pace with the development of new buildings for lease. Without the increase in new development, the vacancy rate would have declined. As lease rates increase in the Inland Empire and northern Los Angeles County, we may begin to have a greater pricing advantage due to our low land basis.

We expect the commercial/industrial segment to continue to experience costs, net of amounts capitalized, primarily related to professional service fees, marketing costs, commissions, planning costs, and staffing costs as we continue to pursue development opportunities. These costs are expected to remain consistent with current levels of expense with any variability in the future tied to specific absorption transactions in any given year.

The actual timing and completion of development is difficult to predict due to the uncertainties of the market. Infrastructure development and marketing activities and costs could continue over several years as we develop our land holdings. We will also continue to evaluate land resources to determine the highest and best uses for our land holdings. Future sales of land are dependent on market circumstances and specific opportunities. Our goal in the future is to increase land value and create future revenue growth through planning and development of commercial and industrial properties.

#### **Real Estate – Resort/Residential**

Resort/residential segment expenses declined \$719,000 primarily due to additional capitalization of payroll and overhead costs of \$475,000 that were identified to be incremental to our master plan development projects. In addition, there were decreases in professional service and fees of \$261,000.

In 2015, resort/residential segment expenses declined \$259,000 primarily due to additional capitalization of payroll and benefits more than offsetting the increase in compensation costs. In 2014, we brought in-house full management responsibility for both the MV and Grapevine developments and the full impact of that decision resulted in an increase in compensation costs of \$764,000 in 2015. An offsetting benefit to the compensation cost increase from internalizing management was a decrease in professional service fees of \$206,000.

Our resort/residential segment activities include land entitlement, land planning and pre-construction engineering and conservation activities. We have three major resort/residential communities within this segment: Centennial, Grapevine, and MV. We are in the process of achieving entitlements and expect to file the EIR and specific plan for Los Angeles County during 2017 for Centennial, we do not have a fully approved project and therefore we do not have inventory for sale. As it relates to Grapevine, we are working with Kern County to defend the approved EIR. The entire litigation and permitting process will take several years and the investment of several million dollars to successfully complete. For MV, we have a fully permitted and entitled project and, we are in the process of getting approval for tentative tract maps, which we believe will be complete in late 2017. We are also completing land plans and engineering studies in preparation for development in the future as the economy improves and the second home market improves.

The resort/residential segment will continue to incur costs in the future related to professional service fees, public relations costs, and staffing costs as we continue forward with entitlement and permitting activities for the above communities and continue to meet our obligations under the Conservation Agreement. We expect these expenses to remain consistent with current years cost in the near term and only begin to increase as we move forward with development. The actual timing and completion of entitlement-related activities and the beginning of development is difficult to predict due to the uncertainties of the approval process, the possibility of litigation upon approval of our entitlements in the future, and the status of the economy. We will also continue to evaluate land resources to determine the highest and best use for our land holdings. Our long-term goal through this process is to increase the value of our land and create future revenue opportunities through resort and residential development.

We are continuously monitoring the markets in order to identify the appropriate time in the future to begin infrastructure improvements and lot sales. Our long-term business plan of developing the communities of MV, Centennial, and Grapevine remains unchanged. As the California economy continues to improve we believe the perception of land values will also begin to improve and the long-term fundamentals that support housing demand in our region, primarily California population growth and household formation will also improve. California also has a significant housing shortage, which we believe our communities will help ease as the population base within California continues to grow.

See Item 1, "Business – Real Estate Development Overview" for a further discussion of real estate development activities.

### **Mineral Resources**

Revenues from our mineral resources segment decreased \$963,000, or 6%, to \$14,153,000 in 2016 compared to \$15,116,000 in 2015. The decrease is primarily due to a \$1,112,000 decrease in oil royalty revenues driven by lower average prices for a barrel of oil, which then led to declines in production. Please refer to below table for current and historical production volume and pricing. Also in 2016, we sold 7,285 acre feet of water compared to 7,922 acre feet in 2015 reducing water revenues by \$570,000. Offsetting those amounts were improvements in cement, sand, and rock royalties of \$330,000 and reimbursable costs and other of \$364,000. We now expect that water sales for 2017 could be significantly lower than 2016, due to the winter rains and snow that are at historical levels.

Mineral resources expenses during 2016 increased \$400,000 compared to 2015, primarily due to increases in payroll and salaries of \$125,000 and fuel costs of \$94,000 related to transferring and banking water. The remainder of the increase can be attributed to increases in other expenses including property taxes, professional services, and fees.

Revenues from our mineral resources segment decreased \$1,139,000, or 7%, to \$15,116,000 during 2015 compared to 2014. The \$1,139,000 decrease is primarily due to a decrease in oil royalty revenues driven by lower average prices for a barrel of oil. The average price per barrel of oil decreased by 50% to approximately \$45 per barrel during 2015 from approximately \$90 per barrel during 2014. The price decline also led to a decrease in production as compared to the same period in 2014. The overall impact was a \$3,348,000 decrease in oil royalty revenue. The decrease was partially offset by a \$2,323,000 increase in water sales revenue from the sale of 7,922 acre feet of water. During the first quarter of 2015, we determined we had excess water supply for our 2015 needs, thus we sold the entire allotment of the 2015 Nickel water we purchased plus carry forward inventory from 2014.

Mineral resources expenses during 2015 increased \$978,000 compared to 2014, primarily due to the sale of an additional 1,672 acre feet of water in 2015 increasing water cost of sales by \$960,000.

Oil and gas production numbers and average pricing were as follows for the years ended December 31:

	2016		2015		2014
Oil production (barrels)	301,000		445,000		499,000
Average price per barrel for each year	\$ 37.00	\$	45.00	\$	90.00
Natural gas production (millions of cubic feet)	238,000		315,000		230,000
Average price per thousand cubic feet	\$ 0.56	\$	1.58	\$	2.40

Please refer to Item 1, "Business - Mineral Resources" for additional information regarding oil barrels per day production.

Although oil prices improved during the fourth quarter of 2016, we expect our largest tenant, California Resources Corporation, or CRC, to continue its 2016 program of producing from current active wells at lower levels with no near term intent to begin new drilling programs until oil prices increase and stabilize at higher levels. CRC has approved permits and drill sites on our land and has delayed the start of drilling as it evaluates the market. A positive aspect of our lease with CRC is that the approved drill sites are in an area of the ranch where the development and production costs are moderate due to the depths being drilled. With the overall improvement in prices, we could see an improvement in royalty revenue. Thus far in 2017, oil prices have improved and are approximately 7% to 10% below West Texas Intermediate pricing.

Since we only receive royalties based on tenant production and market prices and do not produce oil, we do not have information as to the potential size of oil reserves.

Our royalty revenues are contractually defined and based on a percentage of production and are received in cash. Royalty revenues fluctuate based on changes in market price for oil, gas, rock and aggregate, and Portland cement. In addition, royalty revenue is impacted by new production, the inevitable decline in production in existing wells and rock and limestone quarries, and the cost of development and production.

## Farming

During 2016, farming revenues decreased by \$5,188,000 from \$23,836,000 in 2015 to \$18,648,000 in 2016. The below table reflects crop revenues in thousands for the previous two years by variety of product and crop year.

Key highlights include:

- An overall reduction in market price for current year almonds along with management's decision to sell more crops in 2015, taking advantage of higher prices, reduced almond revenues by \$4,865,000. In 2016, the California almond industry had strong yields, driving prices downward.
- We recovered from the mild winter of 2015 that adversely affected our 2015 pistachio crop yields. Total 2016 crop yield was at a recent historical high of 3,200,000 pounds. Despite the robust 2016 yields, a decline in market prices lowered pistachio revenues by \$226,000 when compared to 2015 revenues, which were primarily generated through insurance proceeds and market price adjustments. In 2016, the California pistachio industry had strong yields, driving prices downward.
- Improvement in other revenues is driven by a new farm land lease and recoverable costs.

(\$ in thousands)	December 31, 2016			December 31, 2015			Change		
	Revenue	Quantity Sold <sup>2</sup>	Average Price	Revenue	Quantity Sold <sup>2</sup>	Average Price	Revenue	Quantity Sold	Average Price
<b>ALMONDS (lbs.)</b>									
Current year crop	\$ 5,282	2,106	\$ 2.51	\$ 7,377	2,210	\$ 3.34	\$ (2,095)	(104)	\$ (0.83)
Prior year crops	1,363	454	\$ 3.00	3,601	916	3.93	(2,238)	(462)	(0.93)
Prior crop price adjustment	653			1,260			(607)		
Signing bonus	75			—			75		
Subtotal Almonds <sup>1</sup>	\$ 7,373	2,560	\$ 2.60	\$ 12,238	3,126	\$ 3.51	\$ (4,865)	(566)	\$ (0.91)
<b>PISTACHIOS (lbs.)</b>									
Current year crop	\$ 5,844	2,883	\$ 2.03	\$ 183	64	\$ 2.86	\$ 5,661	2,819	\$ (0.83)
Prior year crops	274	47	5.83	1,271	214	5.94	(997)	(167)	(0.11)
Prior crop price adjustment	81			2,271			(2,190)		
Crop Insurance	—			2,700			(2,700)		
Subtotal Pistachios <sup>1</sup>	\$ 6,199	2,930	\$ 2.09	\$ 6,425	278	\$ 5.23	\$ (226)	2,652	\$ (3.14)
<b>WINE GRAPES (tons)</b>									
Current year crop	\$ 3,725	14.0	\$ 266.07	\$ 4,338	16.0	\$ 271.13	\$ (613)	(2.0)	\$ (5.06)
Crop Insurance	19						19		
Subtotal Wine Grapes	\$ 3,744	14.0	\$ 266.07	\$ 4,338	16.0	\$ 271.13	\$ (594)	(2.0)	\$ (5.06)
<b>Other</b>									
Hay	\$ 520			\$ 749			\$ (229)		
Other farming revenues	812			86			726		
Total farming revenues	\$ 18,648			\$ 23,836			\$ (5,188)		

<sup>1</sup> Average price calculation reflects sale of almond and pistachio crops during the calendar reported year exclusive of any price adjustments.

<sup>2</sup> Almond and pistachio units are presented in thousands of pounds while wine grapes are presented in tons.

Farming expenses decreased \$311,000, or 2% during 2016 compared to 2015. In 2016, almond costs decreased \$1,019,000 or 15% as we spent less time pruning trees, applying pesticides, and removing mummies, all of which are time and labor intensive. The decrease in almond costs were offset by an increase in wine grape costs of \$260,000 as a result of a 10% increase in the number of acres farmed and an increase in fixed water costs of \$256,000 paid to WRMWSD.

During 2015, farming revenues increased by \$401,000 from \$23,435,000 in 2014 to \$23,836,000 in 2015. The below table reflects crop revenues in thousands for the previous two years by variety of product and crop year.

(\$ in thousands)	December 31, 2015			December 31, 2014			Change		
	Revenue	Quantity Sold <sup>2</sup>	Average Price	Revenue	Quantity Sold <sup>2</sup>	Average Price	Revenue	Quantity Sold	Average Price
<b>ALMONDS (lbs.)</b>									
Current year crop	\$ 7,377	2,210	\$ 3.34	\$ 6,013	1,835	\$ 3.28	\$ 1,364	375	\$ 0.06
Prior year crops	3,601	916	3.93	2,523	754	3.35	1,078	162	0.58
Prior crop price adjustment	1,260			1,458			(198)		
Signing bonus	—			42			(42)		
Subtotal Almonds <sup>1</sup>	\$ 12,238	3,126	\$ 3.51	\$ 10,036	2,589	\$ 3.30	\$ 2,202	537	\$ 0.21
<b>PISTACHIOS (lbs.)</b>									
Current year crop	\$ 183	64	\$ 2.86	\$ 3,809	1,531	\$ 2.49	\$ (3,626)	(1,467)	\$ 0.37
Prior year crops	1,271	214	5.94	1,102	252	4.37	169	(38)	1.57
Prior crop price adjustment	2,271			2,674			(403)		
Insurance	2,700			—			2,700		
Subtotal Pistachios <sup>1</sup>	\$ 6,425	278	\$ 5.23	\$ 7,585	1,783	\$ 2.75	\$ (1,160)	(1,505)	\$ 2.48
<b>WINE GRAPES (tons)</b>									
Current year crop	\$ 4,338	16.0	\$ 271.13	\$ 3,978	14.2	\$ 280.14	\$ 360	1.8	\$ (9.01)
Subtotal Wine Grapes	\$ 4,338	16.0	\$ 271.13	\$ 3,978	14.2	\$ 280.14	\$ 360	1.8	\$ (9.01)
<b>Other</b>									
Hay	\$ 749			\$ 1,361			\$ (612)		
Other farming revenues	86			475			(389)		
Total farming revenues	\$ 23,836			\$ 23,435			\$ 401		

<sup>1</sup> Average price calculation reflects sale of almond and pistachio crops during the calendar reported year exclusive of any price adjustments.

<sup>2</sup> Almond and pistachio units are presented in thousands of pounds while wine grapes are presented in tons.

The revenue increase resulted from a \$2,202,000 improvement in almond revenues resulting from an increase in sales price and units sold. Also contributing to the revenue increase was the sale of an additional 1.8 tons of wine grapes, which resulted from improved crop yields. Offsetting the revenue increases was a \$1,160,000 decrease in pistachio revenues. Pistachio revenues decreased because our pistachio crop yield was severely impacted by the mild 2015 winter. A mild winter decreases the number of hours the pistachio trees are dormant, adversely impacting the pollination of the pistachio tree. We typically expect 5% - 10% of our crops to produce blanks or hollow shells. However, we experienced blanks in 90% of our pistachio crop, which is unprecedented compared to historical trends. The impact to pistachio production as a result of the mild winter is not a phenomenon specific to Tejon Ranch but has impacted a large majority of the pistachio production in California. We purchased crop insurance to mitigate weather-related catastrophic crop losses which ultimately paid \$2,700,000 for losses and partially offset lost revenues.

Farming expenses increased \$2,734,000, or 17% during 2015 compared to 2014. The drivers of this increase are as follow:

- Wine grape cost of sales increased \$906,000 which resulted from 1.8 tons in additional wine grape sales.
- Almond cost of sales increased \$816,000, of which approximately \$638,000 relates to a 375,000 pound improvement in current crop year sales. The remainder of the increase, resulted from a 162,000 pound increase in carryover almond sales.
- Pistachio cost of sales increased \$477,000 which we attribute to the 2015 crop write-off caused by the mild winter discussed above. As a result, there was no carryover crop since all crop costs were recognized during the current fiscal year.
- In 2015, fixed water costs paid to WRMWSD increased by \$521,000 resulting from increases in state water costs resulting from the drought.

Thus far in 2017, the prices for our crops, especially almonds and pistachios, have seen some stabilization at the lower levels seen at the end of 2016. The decline in prices was driven by higher almond production and larger pistachio inventories. All of our crops are sensitive to the size of each year's world crop. Large crops in California and abroad can depress prices. Our long-term projection is that crop production, especially of almonds and pistachios will continue to increase on a statewide basis over time because of new plantings, which could negatively impact future prices if the growth in demand does not keep pace with production.

An unknown factor related to future statewide production and the continuation of new plantings will be how new state ground water management laws impact the amount of farming land in production over the next five to ten years, which could eventually reduce production. The rains and snow of 2017 are not expected to significantly impact the ground water basins within the Central Valley of California, and therefore could still lead to a reduction in crop production. We are less impacted due to our water sources and the ground water basin we are in. We have had a relatively mild winter thus far, which could possibly impact our almond and pistachio production due to a low level of dormant hours. Dormant hours allow the trees to rest, which enhances the growth of the tree and production. It is too early to project 2017 crop yields and what impact that may have on prices later in 2017.

Water delivery and water availability continues to be a long-term concern within California. Any limitation of delivery of SWP water and the absence of available alternatives during drought periods could potentially cause permanent damage to orchards and vineyards throughout California. While this could impact us, we believe we have sufficient water resources available to meet our requirements in 2017. Please see our discussion on water in Item 2, "Properties - Water Operations."

The DWR announced its 2017 estimated water supply delivery at 60% of full entitlement. We expect this number to increase by late spring due to continued rains during February 2017. The current 60% allocation of SWP water is not enough for us to farm our crops, but our additional water resources, such as groundwater and surface sources, and those of the water districts we are in should allow us to have sufficient water for our farming needs. See Note 6 (Long-Term Water Assets) of the Notes to Consolidated Financial Statements for additional information regarding our water assets.

For further discussion of the farming operations, refer to Item I "Business—Farming Operations."

### **Ranch Operations**

Revenues from ranch operations decreased \$585,000 from \$3,923,000 in 2015 to \$3,338,000 in 2016. The decline is attributed to a \$362,000 decrease in game management revenues. The on-going California drought has had an adverse effect on the quality and availability of harvestable game due to shortages in food supplies. Also contributing to the decrease is a drought clause within our grazing leases taking effect amidst the California drought, which reduced revenues by \$297,000. Improvements from other revenue sources, such as filming location fees offset the declines noted by \$67,000.

Ranch operations expenses decreased \$378,000 to \$5,734,000 in 2016 from \$6,112,000 in 2015. The drought as discussed above, has reduced hunt volume in 2016, thus reducing related costs such as payroll, supplies, fuel, and other services.

Revenues from ranch operations increased \$389,000 from \$3,534,000 in 2014 to \$3,923,000 in 2015. The increase is attributed to an increase in grazing lease revenues of \$330,000. The increase is driven by an overall increase in the price per head of cattle. All other business lines including game management and High Desert Hunt Club remained flat. Ranch operation expenses increased by \$114,000 from \$5,998,000 in 2014 to \$6,112,000 in 2015. The expense increase is comprised of the ongoing costs necessary to maintain the ranch and include items such as payroll, supplies, and other necessary costs.

### **Other Income**

Total other income increased \$750,000 to \$1,659,000, or 83%, during 2016 from \$909,000 in 2015. In November 2016, we sold building and land located in Rancho Santa Fe California for \$4,700,000, recognizing a gain of \$1,044,000. Offsetting the gain from Rancho Santa Fe California is a reduction of interest and other income of \$294,000.

Total other income declined \$313,000, or 26%, during 2015 when compared to 2014. Investment income also declined \$245,000, or 26% during 2014. The decline in both periods is primarily attributable to lower average investment balances and a decline in overall yield on the portfolio as higher yielding securities matured through the year. The above interest income relates to our marketable securities portfolio as further disclosed in Note 3, Marketable Securities of the Notes to Consolidated Financial Statements.

## Corporate Expenses

Corporate general and administrative costs decreased \$258,000, or 2%, during 2016 when compared to 2015. In 2016, we did not recognize a one-time-non-cash pension settlement charge of \$536,000 as we did in 2015, which is discussed below. In addition, personnel levels decreased resulting in decreased payroll and salaries of \$415,000. Offsetting the decreases include an increase in stock compensation of \$532,000 resulting from meeting performance milestones and issuing new performance grants.

Corporate general and administrative costs increased \$2,162,000, or 20%, during 2015 when compared to 2014. We attribute \$2,077,000 of the increase to payroll, severance and benefit costs. In 2015, the Company experienced an increase of \$527,000 in workers compensation and health insurance costs. Workers compensation typically increases as total payroll increases while health insurance increased as a result of the Affordable Care Act. Also, during 2015 we recognized a one-time charge related to employee severance of \$633,000. Lastly, we experienced an increase in pension and retirement charges of \$917,000. Included in this amount is a one-time non-cash pension settlement charge of \$536,000.

## Equity in Earnings of Unconsolidated Joint Ventures

Equity in earnings of unconsolidated joint ventures is an important and growing component of our commercial/industrial activities and in the future, equity in earnings of unconsolidated joint ventures will become a significant part of our operational activity within the resort/residential segment. As we expand our current ventures and add new joint ventures, these investments will become a growing revenue source for the Company.

During 2016, equity in earnings from unconsolidated joint ventures grew to \$7,098,000, or an increase of \$774,000, compared to \$6,324,000 in 2015. TA/Petro, when compared to 2015, contributed an additional \$868,000 in earnings from unconsolidated joint ventures. The improvement in operations within the TA/Petro joint venture was driven by an increase in diesel volumes of 1.5 million gallons and gas volumes of 1.0 million gallons.

During 2015, equity in earnings from unconsolidated joint ventures grew to \$6,324,000, or an increase of \$1,030,000, compared to 2014. TA/Petro, when compared to 2014, contributed an additional \$1,440,000 in earnings from unconsolidated joint ventures. The improvement in operations within the TA/Petro joint venture was driven by an increase in diesel volumes of 2.4 million gallons and gas volumes of 1.2 million gallons. Due to the addition of a new restaurant at the end of 2014 and the increase in the volume of activity the TA/Petro joint venture also saw an increase in non-fuel revenue margins during 2015.

The improvement in the volumes of fuel sales for 2016 and 2015 continued to be driven by the growing amount of traffic along Interstate 5 and the expansion of offerings at TRCC such as the Outlets at Tejon and new restaurants. We expect the trend of increased volumes of fuel sales to continue into 2017.

## Income Taxes

For the twelve months ended December 31, 2016, the Company incurred a net income tax expense of \$336,000 compared to a net income tax expense of \$1,125,000 for the twelve months ended December 31, 2015. These represent effective income tax rates of approximately 39% and 28% for the twelve months ended December 31, 2016 and, 2015, respectively. The effective tax rate is impacted by the noncontrolling interest held in the Centennial joint venture and the impact of depletion allowances. During 2016, permanent tax differences declined due to lower depletion allowances. Depletion allowances declined due to a reduction in oil and gas revenues. As of December 31, 2016 and 2015 we had an income tax receivable and payable of \$468,000 and \$1,237,000, respectively.

As of December 31, 2016, we had net deferred tax assets of \$2,282,000. Our largest deferred tax assets were made up of temporary differences related to the capitalization of costs, pension adjustments, and stock grant expense. Deferred tax liabilities consist of depreciation, deferred gains, cost of sale allocations, and straight-line rent. Due to the nature of most of our deferred tax assets, we believe they will be used in future years and an allowance is not necessary.

The Company classifies interest and penalties incurred on tax payments as income tax expenses. The Company made total income tax payments of \$1,750,000 in 2016 and \$2,100,000 during 2015. The Company received refunds of \$615,000 in 2016 and \$283,000 in 2015.

## Liquidity and Capital Resources

### Cash Flow and Liquidity

Our financial position allows us to pursue our strategies of land entitlement, development, and conservation. Accordingly, we have established well-defined priorities for our available cash, including investing in core operating segments to achieve profitable future growth. We have historically funded our operations with cash flows from operating activities, investment proceeds, and short-term borrowings from our bank credit facilities. In the past, we have also issued common stock and used the proceeds for capital investment activities. In 2014, our use of long-term debt to finance capital needs increased significantly.

To enhance shareholder value, we will continue to make investments in our real estate segments to secure land entitlement approvals, build infrastructure for our developments, ensure adequate future water supplies, and provide funds for general land development activities. Within our farming segment, we will make investments as needed to improve efficiency and add capacity to its operations when it is profitable to do so.

Our cash and cash equivalents and marketable securities totaled approximately \$27,933,000 at December 31, 2016, a decrease of \$6,812,000, or 20%, from the corresponding amount at the end of 2015. Cash and cash equivalents and marketable securities decreased during 2016 due to the sale and maturity of \$11,750,000 in marketable securities of which we reinvested \$5,983,000. We used cash from operations, net proceeds from marketable securities as well as the use of our line-of-credit to finance our real estate development projects at Grapevine, MV, Centennial, and TRCC.

The following table summarizes the cash flow activities for the following years ended December 31:

<i>(\$ in thousands)</i>	2016	2015	2014
Operating activities	\$ 5,585	\$ 16,968	\$ 13,218
Investing activities	\$ (10,242)	\$ (12,661)	\$ (92,592)
Financing activities	\$ 3,985	\$ (8,015)	\$ 75,981

During 2016, our operations provided \$5,585,000 of cash primarily attributable to operating results from mineral resources, and commercial real estate activities. We also received a \$4,500,000 distribution from our TA/Petro joint venture. Please refer to "Results of Operations by Segment" for further discussion on our operating results.

During 2015, our operations provided \$16,968,000 of cash primarily attributable to operating results mainly from farming, mineral resource, and leasing revenues. We also received a distribution of \$7,200,000 from the TA/Petro joint venture.

During 2016, investing activities used \$10,242,000 of cash primarily as a result of \$26,380,000 in real estate and equipment expenditures. Of the \$26,380,000 we spent \$5,253,000, \$5,244,000, \$5,516,000 on pre-development and entitlement costs on our Centennial, MV, and Grapevine projects, respectively. At TRCC we used \$5,196,000 for supporting infrastructure projects. Our farming segment cash outlay was \$2,006,000 for developing new almond crops and acquiring farm equipment. We invested \$2,161,000 into our mineral resources division primarily to develop two new water wells. The remainder of the capital investments primarily relate to capital equipment used as part of our ranch operations and corporate segments. Outside of capital projects, we acquired \$5,983,000 in marketable securities and contributed \$2,000,000 to joint ventures with Majestic. Offsetting our cash outlays are maturities and sales of marketable securities of \$11,750,000, distributions from our joint venture partners of \$1,600,000, and reimbursements from TRPFFA for qualifying infrastructure projects of \$6,155,000,

During 2015, investing activities used \$12,661,000 of cash primarily as a result of \$28,048,000 in real estate and equipment expenditures. Of the \$28,048,000 we spent \$5,317,000, \$5,585,000, \$5,667,000 on pre-development and entitlement costs on our Centennial, MV, and Grapevine projects, respectively. We used \$7,023,000 for the development of two multi-tenant buildings along with supporting infrastructure projects over at TRCC. We invested \$2,583,000 into our farming segment for the development of new almond and wine grape crops along with acquiring new farming equipment. We invested \$1,199,000 into water related projects including water turnouts and wells that will ultimately support our real estate and farming operations. The remainder of the capital investments primarily relate to capital equipment used as part of our ranch operations and corporate segments. Outside of capital projects, we acquired \$15,574,000 in marketable securities. Offsetting our cash outlays are maturities and sales of marketable securities of \$24,157,000, distributions from our joint venture partners of \$1,100,000, and reimbursements from TRPFFA for qualifying infrastructure projects of \$4,971,000,



Our estimated capital investment for 2017 is primarily related to our real estate projects as it was in 2016. These estimated investments include approximately \$8,430,000 of infrastructure development at TRCC-East and West to support continued commercial retail and industrial development and to expand water facilities to support future anticipated absorption. It is assumed we will invest up to \$1,600,000 into the Majestic joint venture as equity for completion of a new building. We are also investing approximately \$1,420,000 to begin development of a new almond orchard and the acquisition of new farming equipment. The farm investments are part of a long-term farm management program to redevelop declining orchards and vineyards to maintain and improve future farm revenues. We expect to possibly invest up to \$19,950,000 for land planning, entitlement activities, and development activities at MV, Centennial, and Grapevine during 2017. The timing of these investments is dependent on our coordination efforts with Los Angeles County regarding entitlement efforts for Centennial, litigation and permitting activities for Grapevine, and tentative tract maps for MV. Our plans also call for the potential investment of up to \$1,300,000 in water infrastructure and as opportunities arise to help secure additional water assets for real estate, farming, and as an investment. We are also planning to potentially invest up to \$900,000 in the normal replacement of operating equipment, such as ranch equipment, and updates to our information technology systems.

During 2016, financing activities provided \$3,985,000 through \$20,700,000 in drawdowns from our line of credit offset by paydowns of \$13,815,000 on our line of credit and long-term borrowings.

During 2015, financing activities used \$8,015,000 resulting from borrowing \$17,540,000 on our line of credit offset by payments of \$24,390,000 on our line of credit and long-term borrowings.

It is difficult to accurately predict cash flows due to the nature of our businesses and fluctuating economic conditions. Our earnings and cash flows will be affected from period to period by the commodity nature of our farming and mineral operations, the timing of sales and leases of property within our development projects, and the beginning of development within our residential projects. The timing of sales and leases within our development projects is difficult to predict due to the time necessary to complete the development process and negotiate sales or lease contracts. Often, the timing aspect of land development can lead to particular years or periods having more or less earnings than comparable periods. Based on our experience, we believe we will have adequate cash flows, cash balances, and availability on our line of credit over the next twelve months to fund internal operations. As we move forward with the completion of the entitlement process for our master planned communities and prepare to move into the development stage, we will need to secure additional funding through the issuance of equity and secure other forms of financing such as joint ventures and possibly debt financing.

### Capital Structure and Financial Condition

At December 31, 2016, total capitalization at book value was \$415,873,000 consisting of \$81,406,000 of debt, net of deferred financing costs, and \$334,467,000 of equity, resulting in a debt-to-total-capitalization ratio of approximately 19.6%, which is an increase when compared to the debt-to-total-capitalization ratio of 18.2% at December 31, 2015.

On October 13, 2014, the Company as borrower, entered into an Amended and Restated Credit Agreement, a Term Note and a Revolving Line of Credit Note, with Wells Fargo, or collectively the Credit Facility. The Credit Facility adds a \$70,000,000 term loan, or Term Loan, to the existing \$30,000,000 revolving line of credit, or RLC. Funds from the Term Loan were used to finance the Company's purchase of DMB TMV LLC's interest in MV as disclosed in the Current Report on Form 8-K filed on July 16, 2014. The Term Loan had a \$69,439,000 balance as of December 31, 2016. Any future borrowings under the RLC will be used for ongoing working capital requirements and other general corporate purposes. To maintain availability of funds under the RLC, undrawn amounts under the RLC will accrue a commitment fee of 10 basis points per annum. The Company's ability to borrow additional funds in the future under the RLC is subject to compliance with certain financial covenants and making certain representations and warranties. At the Company's option, the interest rate on the RLC can float at 1.50% over a selected LIBOR rate or can be fixed at 1.50% above LIBOR for a fixed rate term. During the term of this credit facility (which matures in September 2019), we can borrow at any time and partially or wholly repay any outstanding borrowings and then re-borrow, as necessary. The outstanding balance on the RLC was \$7,700,000 and \$0 as of December 31, 2016 and 2015, respectively.

The interest rate per annum applicable to the Term Loan is LIBOR (as defined in the Term Note) plus a margin of 170 basis points. The interest rate for the term of the note has been fixed through the use of an interest rate swap at a rate of 4.11%. We utilize an interest rate swap agreement to hedge our exposure to variable interest rates associated with our term loan. The Term Loan requires interest only payments for the first two years of the term and thereafter requires monthly amortization payments pursuant to a schedule set forth in the Term Note, with the final outstanding principal amount due October 5, 2024. TRC may make voluntary prepayments on the Term Loan at any time without penalty (excluding any applicable LIBOR or interest rate swap breakage costs). Each optional prepayment will be applied to reduce the most remote principal payment then unpaid. The Credit Facility is secured by TRC's farmland and farm assets, which include equipment, crops and crop receivables and the power plant lease and lease site, and related accounts and other rights to payment and inventory.

The Credit Facility requires compliance with three financial covenants: (a) total liabilities divided by tangible net worth not greater than 0.75 to 1.0 at each quarter end; (b) a debt service coverage ratio not less than 1.25 to 1.00 as of each quarter end on a rolling four quarter basis; and (c) maintain liquid assets equal to or greater than \$20,000,000. At December 31, 2016, we were in compliance with the financial covenants.

The Credit Facility also contains customary negative covenants that limit the ability of TRC to, among other things, make capital expenditures, incur indebtedness and issue guaranties, consummate certain assets sales, acquisitions or mergers, make investments, pay dividends or repurchase stock, or incur liens on any assets.

The Credit Facility contains customary events of default, including: failure to make required payments; failure to comply with terms of the Credit Facility; bankruptcy and insolvency; and a change in control without consent of bank (which consent will not be unreasonably withheld). The Credit Facility contains other customary terms and conditions, including representations and warranties, which are typical for credit facilities of this type.

We also have a \$4,750,000 promissory note agreement with principal and interest due monthly starting on October 1, 2013. The interest rate on this promissory note is 4.25% per annum, with principal and interest payments ending on September 1, 2028. The balance as of December 31, 2016 is \$3,961,000. The proceeds from this promissory note were used to eliminate debt that had been previously used to provide long-term financing for a building being leased to Starbucks and provide additional working capital for future investment.

Our current and future capital resource requirements will be provided primarily from current cash and marketable securities, cash flow from on-going operations, proceeds from the sale of developed and undeveloped parcels, potential sales of assets, additional use of debt, proceeds from the reimbursement of public infrastructure costs through CFD bond debt (described below under "Off-Balance Sheet Arrangements"), and the issuance of common stock. In April 2016, we filed an updated shelf registration statement on Form S-3 that went effective in May 2016. Under the shelf registration statement, we may offer and sell in the future one or more offerings, common stock, preferred stock, debt securities, warrants or any combination of the foregoing. The shelf registration allows for efficient and timely access to capital markets and when combined with our other potential funding sources just noted, provides us with a variety of capital funding options that can then be used and appropriately matched to the funding need.

On August 7, 2013, the Company announced that its Board of Directors declared a dividend of 3,000,000 warrants to purchase shares of Company common stock, par value \$0.50 per share, or Warrants, to holders of record of Common Stock as of August 21, 2013, the Record Date. The Warrants were distributed to shareholders on August 28, 2013. Each Warrant entitled the holder to purchase one share of Common Stock at an initial exercise price of \$40.00 per share and expired unexercised on August 31, 2016.

As noted above, at December 31, 2016, we had \$27,933,000 in cash and securities and as of the filing date of this Form 10-K, we have \$22,300,000 available on credit lines to meet any short-term liquidity needs.

We continue to expect that substantial investments will be required in order to develop our land assets. In order to meet these capital requirements, we may need to secure additional debt financing and continue to renew our existing credit facilities. In addition to debt financing, we will use other capital alternatives such as joint ventures with financial partners, sales of assets, and the issuance of common stock. We will use a combination of the above funding sources to properly match funding requirements with the assets or development project being funded. There is no assurance that we can obtain financing or that we can obtain financing at favorable terms. We believe we have adequate capital resources to fund our cash needs and our capital investment requirements in the near-term as described earlier in the cash flow and liquidity discussions.

## Contractual Cash Obligations

The following table summarizes our contractual cash obligations and commercial commitments as of December 31, 2016, to be paid over the next five years:

(\$ in thousands)	Payments Due by Period				
	Total	Less than a year	1-3 years	3-5 years	More than 5 years
Contractual Obligations:					
Estimated water payments	\$ 271,135	\$ 8,240	\$ 16,917	\$ 17,527	\$ 228,451
Long-term debt	73,867	3,854	8,116	8,549	53,348
Interest on long-term debt	18,767	2,954	5,439	4,764	5,610
Cash contract commitments	4,650	2,441	1,138	—	1,071
Defined Benefit Plan	3,252	181	424	526	2,121
SERP	5,023	503	991	970	2,559
Tejon Ranch Conservancy	4,000	800	1,600	1,600	—
Financing fees	163	163	—	—	—
<b>Total contractual obligations</b>	<b>\$ 380,857</b>	<b>\$ 19,136</b>	<b>\$ 34,625</b>	<b>\$ 33,936</b>	<b>\$ 293,160</b>

The categories above include purchase obligations and other long-term liabilities reflected on our balance sheet under GAAP. A “purchase obligation” is defined in Item 303(a)(5)(ii)(D) of Regulation S-K as “an agreement to purchase goods or services that is enforceable and legally binding the registrant that specifies all significant terms, including: fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction.” Based on this definition, the table above includes only those contracts that include fixed or minimum obligations. It does not include normal purchases, which are made in the ordinary course of business.

Our financial obligations to the Tejon Ranch Conservancy are prescribed in the Conservation Agreement. Our advances to the Tejon Ranch Conservancy are dependent on the occurrence of certain events and their timing, and are therefore subject to change in amount and period. The amounts included above are the minimum amounts we anticipate contributing through the year 2021, at which time our current contractual obligation terminates.

As discussed in Note 15 (Retirement Plans) of the Notes to Consolidated Financial Statements, we have long-term liabilities for deferred employee compensation, including pension and supplemental retirement plans. Payments in the above table reflect estimates of future defined benefit plan contributions from the Company to the plan trust, estimates of payments to employees from the plan trust, and estimates of future payments to employees from the Company that are in the SERP program. During 2016, we did not make any pension contributions and it is projected that there will be no required contributions in 2017.

Our cash contract commitments consist of contracts in various stages of completion related to infrastructure development within our industrial developments and entitlement costs related to our industrial and residential development projects. Also, included in the cash contract commitments are estimated fees earned during the second quarter of 2014 by a consultant, related to the entitlement of the Grapevine Development Area. The Company exited a consulting contract during the second quarter of 2014 related to the Grapevine Development and is obligated to pay an earned incentive fee at the time of successful receipt of litigated project entitlements and at a value measurement date five-years after entitlements have been achieved for Grapevine. The final amount of the incentive fees will not be finalized until the future payment dates. The Company believes that net savings from exiting the contract over this future time period will more than offset the incentive payment costs.

Estimated water payments include SWP contracts with Wheeler Ridge Maricopa Water Storage District, Tejon-Castac Water District, Tulare Lake Basin Water Storage District, and Dudley-Ridge Water Storage District. These contracts for the supply of future water run through 2035. In addition, in late 2013 we purchased the assignment of a contract to purchase water. The assigned water contract is with Nickel Family, LLC and obligates us to purchase 6,693 acre-feet of water starting in 2014 and running through 2044. Please refer to Note 6 (Long-Term Water Assets) of the Notes to Consolidated Financial Statements for additional information regarding water assets.

Our operating lease obligations are for office equipment, several vehicles, and a temporary trailer providing office space and average approximately \$25,000 per month. At the present time, we do not have any capital lease obligations or purchase obligations outstanding.

## Off-Balance Sheet Arrangements

The following table shows contingent obligations we have with respect to the CFDs.

(\$ in thousands)	Amount of Commitment Expiration Per Period				
	Total	< 1 year	2 -3 Years	4 -5 Years	After 5 Years
<b>Other Commercial Commitments:</b>					
Standby letter of credit	\$ 4,921	\$ 4,921	\$ —	\$ —	\$ —
<b>Total other commercial commitments</b>	<b>\$ 4,921</b>	<b>\$ 4,921</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

TRPFFA is a joint powers authority formed by Kern County and TCWD to finance public infrastructure within the Company's Kern County developments. TRPFFA created two CFDs, the West CFD and the East CFD. The West CFD has placed liens on 420 acres of the Company's land to secure payment of special taxes related to \$28,620,000 of bond debt sold by TRPFFA for TRCC-West. The East CFD has placed liens on 1,931 acres of the Company's land to secure payments of special taxes related to \$55,000,000 of bond debt sold by TRPFFA for TRCC-East. At TRCC-West, the West CFD has no additional bond debt approved for issuance. At TRCC-East, the East CFD has approximately \$65,000,000 of additional bond debt authorized by TRPFFA.

In connection with the sale of bonds there is a standby letter of credit for \$4,921,000 related to the issuance of East CFD bonds. The standby letter of credit is in place to provide additional credit enhancement and cover approximately two year's worth of interest on the outstanding bonds. This letter of credit will not be drawn upon unless the Company, as the largest landowner in the CFD, fails to make its property tax payments. As development occurs within TRCC-East there is a mechanism in the bond documents to reduce the amount of the letter of credit. The Company believes that the letter of credit will never be drawn upon. This letter of credit is for a two-year period of time and will be renewed in two-year intervals as necessary. The annual cost related to the letter of credit is approximately \$83,000. The assessment of each individual property sold or leased within each CFD is not determinable at this time because it is based on the current tax rate and the assessed value of the property at the time of sale or on its assessed value at the time it is leased to a third-party. Accordingly, the Company is not required to recognize an obligation at December 31, 2015.

At December 31, 2016, aggregate outstanding debt of unconsolidated joint ventures was \$97,318,000. We guarantee \$82,043,000 of this debt, relating to our joint ventures with Rockefeller and Majestic. Because of positive cash flow generation within the Rockefeller and Majestic joint ventures, we do not expect the guarantee to ever be called upon. We do not provide a guarantee on the \$15,275,000 of debt related to our joint venture with TA/Petro.

## Non-GAAP Financial Measures

EBITDA represents earnings before interest, taxes, depreciation, and amortization, a non-GAAP financial measure, and is used by us and others as a supplemental measure of performance. We use Adjusted EBITDA to assess the performance of our core operations, for financial and operational decision making, and as a supplemental or additional means of evaluating period-to-period comparisons on a consistent basis. Adjusted EBITDA is calculated as EBITDA, excluding stock compensation expense. We believe Adjusted EBITDA provides investors relevant and useful information because it permits investors to view income from our operations on an unleveraged basis before the effects of taxes, depreciation and amortization, and stock compensation expense. By excluding interest expense and income, EBITDA and Adjusted EBITDA allow investors to measure our performance independent of our capital structure and indebtedness and, therefore, allow for a more meaningful comparison of our performance to that of other companies, both in the real estate industry and in other industries. We believe that excluding charges related to share-based compensation facilitates a comparison of our operations across periods and among other companies without the variances caused by different valuation methodologies, the volatility of the expense (which depends on market forces outside our control), and the assumptions and the variety of award types that a company can use. EBITDA and Adjusted EBITDA have limitations as measures of our performance. EBITDA and Adjusted EBITDA do not reflect our historical cash expenditures or future cash requirements for capital expenditures or contractual commitments. While EBITDA and Adjusted EBITDA are relevant and widely used measures of performance, they do not represent net income or cash flows from operations as defined by GAAP, and they should not be considered as alternatives to those indicators in evaluating performance or liquidity. Further, our computation of EBITDA and Adjusted EBITDA may not be comparable to similar measures reported by other companies.

(\$ in thousands)	Year-Ended December 31,		
	2016	2015	2014
Net income	\$ 515	\$ 2,912	\$ 5,762
Net income (loss) attributed to non-controlling interest	(43)	(38)	107
Interest, net			
Consolidated	(457)	(528)	(696)
Our share of interest expense from unconsolidated joint ventures	1,449	1,113	662
Total interest, net	992	585	(34)
Income taxes	336	1,125	2,697
Depreciation and amortization:			
Consolidated	4,549	5,090	4,871
Our share of depreciation and amortization from unconsolidated joint ventures	3,630	2,878	2,390
Total depreciation and amortization	8,179	7,968	7,261
EBITDA	10,065	12,628	15,579
Stock compensation expense	4,585	3,757	3,534
Adjusted EBITDA	\$ 14,650	\$ 16,385	\$ 19,113

The Company utilizes net operating income (NOI) for its unconsolidated joint ventures as a measure of financial or operating performance that is not specifically defined by GAAP in the United States. We believe NOI of unconsolidated joint ventures provides investors with additional information concerning operating performance of our unconsolidated joint ventures. We also use this measure internally to monitor the operating performance of our unconsolidated joint ventures. Our computation of this non-GAAP measure may not be the same as similar measures reported by other companies. This non-GAAP financial measure should not be considered as an alternative to net income as a measure of the operating performance of our unconsolidated joint ventures or to cash flows computed in accordance with GAAP as a measure of liquidity nor are they indicative of cash flows from operating and financial activities of our unconsolidated joint ventures.

The following schedule reconciles net income from unconsolidated joint ventures to NOI.

(\$ in thousands)	Year-Ended December 31,		
	2016	2015	2014
Net income of unconsolidated joint ventures	\$ 11,782	\$ 10,523	\$ 8,944
Interest expense of unconsolidated joint ventures	2,757	2,135	1,227
Operating income of unconsolidated joint ventures	14,539	12,658	10,171
Depreciation and amortization of unconsolidated joint ventures	6,832	5,425	4,891
Net operating income of unconsolidated joint ventures	\$ 21,371	\$ 18,083	\$ 15,062

#### ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may impact the financial position, results of operations, or cash flows of the Company due to adverse changes in financial or commodity market prices or rates. We are exposed to market risk in the areas of interest rates and commodity prices.

##### Financial Market Risks

Our exposure to financial market risks includes changes to interest rates and credit risks related to marketable securities, interest rates related to our outstanding indebtedness and trade receivables.

The primary objective of our investment activities is to preserve principal while at the same time maximizing yields and prudently managing risk. To achieve this objective and limit interest rate exposure, we limit our investments to securities with a maturity of less than five years and an investment grade rating from Moody's or Standard and Poor's. See Note 3 (Marketable Securities) of the Notes to Consolidated Financial Statements.

Our current RLC has an outstanding balance of \$7,700,000. The interest rate on the RLC can either float at 1.50% over a selected LIBOR rate or can be fixed at 1.50% above LIBOR for a fixed term for a limited period of time and change only at maturity of the fixed rate portion. The floating rate and fixed rate options within our RLC help us manage our interest rate exposure on any outstanding balances.

We are exposed to interest rate risk on our long-term debt. Long-term debt consists of two term loans, one for \$69,439,000 that is tied to LIBOR plus a margin of 1.70%. The interest rate for the term of this loan has been fixed through the use of an interest rate swap that fixed the rate at 4.11%. The outstanding balance on the second term loan is \$3,961,000 and has a fixed rate of 4.25%. We believe it is prudent at times to limit the variability of floating-rate interest payments and have from time-to-time entered into interest rate swap arrangements to manage those fluctuations, as we did with the new loan.

Market risk related to our farming inventories ultimately depends on the value of almonds, grapes, and pistachios at the time of payment or sale. Credit risk related to our receivables depends upon the financial condition of our customers. Based on historical experience with our current customers and periodic credit evaluations of our customers' financial conditions, we believe our credit risk is minimal. Market risk related to our farming inventories is discussed below in the section pertaining to commodity price exposure.

The following tables provide information about our financial instruments that are sensitive to changes in interest rates. The tables present our debt obligations and marketable securities and their related weighted-average interest rates by expected maturity dates.

Interest Rate Sensitivity Financial Market Risks  
Principal Amount by Expected Maturity  
At December 31, 2016  
(In thousands except percentage data)

	2017	2018	2019	2020	2021	Thereafter	Total	Fair Value
<b>Assets:</b>								
Marketable securities	\$ 6,979	\$ 13,787	\$ 6,006	\$ —	\$ —	\$ —	\$ 26,772	\$ 26,675
Weighted average interest rate	1.32%	1.59%	1.73%	—%	—%	—%	1.55%	
<b>Liabilities:</b>								
Revolving line of credit	\$ 7,700	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 7,700	\$ 7,700
Weighted average interest rate	2.26%	—%	—%	—%	—%	—%	—%	
Long-term debt (\$4.75M note)	\$ 266	\$ 277	\$ 289	\$ 302	\$ 315	\$ 2,512	\$ 3,961	\$ 3,961
Weighted average interest rate	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	
Long-term debt (\$70.0M note)	\$ 3,393	\$ 3,563	\$ 3,715	\$ 3,881	\$ 4,051	\$ 50,836	\$ 69,439	\$ 69,439
Weighted average interest rate	4.11%	4.11%	4.11%	4.11%	4.11%	4.11%	4.11%	
Long-term debt (other)	\$ 195	\$ 218	\$ 54	\$ —	\$ —	\$ —	\$ 467	\$ 467
Weighted average interest rate	3.35%	3.35%	3.35%	—%	—%	—%	3.35%	

Interest Rate Sensitivity Financial Market Risks  
Principal Amount by Expected Maturity  
At December 31, 2015  
(In thousands except percentage data)

	2016	2017	2018	2019	2020	Thereafter	Total	Fair Value
<b>Assets:</b>								
Marketable securities	\$ 8,257	\$ 9,068	\$ 13,315	\$ 2,335	\$ —	\$ —	\$ 32,975	\$ 32,815
Weighted average interest rate	1.14%	1.54%	1.89%	2.16%	—%	—%	1.40%	
<b>Liabilities:</b>								
Long-term debt (\$4.75M note)	\$ 255	\$ 266	\$ 277	\$ 289	\$ 302	\$ 2,826	\$ 4,215	\$ 4,215
Weighted average interest rate	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	
Long-term debt (\$70.0M note)	\$ 561	\$ 3,393	\$ 3,563	\$ 3,715	\$ 3,881	\$ 54,887	\$ 70,000	\$ 70,000
Weighted average interest rate	4.11%	4.11%	4.11%	4.11%	4.11%	4.11%	4.11%	

Our risk with regard to fluctuations in interest rates has decreased slightly related to marketable securities since these balances have decreased compared to the prior year.

Commodity Price Exposure

As of December 31, 2016, we have exposure to adverse price fluctuations associated with certain inventories and accounts receivable. Farming inventories consist of farming cultural and processing costs related to 2016 and 2015 crop production. The farming costs inventoried are recorded at actual costs incurred. Historically, these costs have been recovered each year when that year's crop harvest has been sold.

With respect to accounts receivable, the amount at risk relates primarily to farm crops. These receivables are recorded as estimates of the prices that ultimately will be received for the crops. The final price is generally not known for several months following the close of our fiscal year. Of the \$8,740,000 of accounts receivable outstanding at December 31, 2016, \$6,000,000 or 69%, is at risk to changing prices. Of the amount at risk to changing prices, \$4,136,000 is attributable to pistachios, and \$1,864,000 is attributable to almonds.

The price estimated for recording accounts receivable for pistachios recorded at December 31, 2016 was \$2.03 per pound, as compared to \$2.88 per pound at December 31, 2015. For each \$0.01 change in the price of pistachios, our receivable for pistachios increases or decreases by \$20,406. Although the final price of pistachios (and therefore the extent of the risk) is not presently known, over the last three years prices have ranged from \$2.88 to \$4.25. With respect to almonds, the price estimated for recording the receivable was \$2.51 per pound, as compared to \$3.34 per pound at December 31, 2015. For each \$0.01 change in the price of almonds, our receivable for almonds increases or decreases by \$6,469. The range of final prices over the last three years for almonds has ranged from \$2.51 to \$3.97 per pound.

#### **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The response to this Item is submitted in a separate section of this Form 10-K.

#### **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

#### **ITEM 9A. CONTROLS AND PROCEDURES**

##### **(a) Evaluation of Disclosure Controls and Procedures**

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer and Controller, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in ensuring that all information required in the reports we file or submit under the Exchange Act was accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure and was recorded, processed, summarized and reported within the time period required by the rules and regulations of the SEC.

##### **(b) Changes in Internal Control Over Financial Reporting**

There have been no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Rule 13a-15 or Rule 15d-15 under the Exchange Act that occurred during our last fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

See Management's Report on Internal Control Over Financial Reporting and the Report of Independent Registered Public Accounting Firm On Internal Control over Financial Reporting following ITEM 15(a)(2) - FINANCIAL STATEMENT SCHEDULES of this Form 10-K.

#### **ITEM 9B. OTHER INFORMATION**

None.

### **PART III**

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Information as to our Executive Officers is set forth in Part I, Item 1 of this Form 10-K under "Executive Officers of the Registrant." The other information required by this Item is incorporated by reference from the definitive proxy statement to be filed by us with the SEC with respect to our 2017 Annual Meeting of Stockholders and will be found under the captions "The Election of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance," "Code of Business Conduct and Ethics and Corporate Governance Guidelines," and "Corporate Governance Matters."

#### **ITEM 11. EXECUTIVE COMPENSATION**

Information required by this Item is incorporated by reference from the definitive proxy statement to be filed by us with the SEC with respect to our 2017 Annual Meeting of Stockholders.



## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

### (a) Security Ownership of Certain Beneficial Owners and Management.

Information required by this Item with respect to security ownership of certain beneficial owners and management is incorporated by reference from the definitive proxy statement to be filed by us with the SEC with respect to our 2017 Annual Meeting of Stockholders and will be found under the caption "Stock Ownership of Certain Beneficial Owners and Management."

### (b) Securities Authorized for Issuance under Equity Compensation Plans.

The following table shows aggregated information as of December 31, 2016 with respect to all of our compensation plans under which our equity securities were authorized for issuance. At December 31, 2016, we had, and we presently have, no other compensation contracts or arrangements for the issuance of any such equity securities and there were then, and continue to be, no compensation plans, contracts or arrangements which were not approved by our stockholders. More detailed information with respect to our compensation plans is included in Note 11 (Stock Compensation - Restricted Stock and Performance Share Grants) of the Notes to Consolidated Financial Statements.

#### Equity Compensation Plans Approved by Security Holders

Equity compensation plans approved by security holders *	Number of securities to be issued upon exercise of outstanding grants	Weighted-average exercise price of outstanding grants	Number of securities remaining available for future issuance under equity compensation plans (excluding securities) reflected in column (a)
	(a)	(b)	(c)
Restricted stock grants and restricted stock units at target goal achievement	429,064	Final price determined at time of vesting	826,886

\* The Company does not use equity compensation plans that have not been approved by the security holders.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by this Item is incorporated by reference from the definitive proxy statement to be filed by us with the SEC with respect to our 2017 Annual Meeting of Stockholders and will be found under the captions "Related Person Transactions" and "Corporate Governance Matters."

## ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by this Item is incorporated by reference from the definitive proxy statement to be filed by us with the SEC with respect to our 2017 Annual Meeting of Stockholders and will be found under the caption "Independent Registered Public Accounting Firm".

**PART IV**

**ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES**

		<u>Page Number</u>
(a) Documents filed as part of this report:		
1	<u>Consolidated Financial Statements:</u>	
1.1	<a href="#">Management's Report on Internal Control Over Financial Reporting</a>	58
	<a href="#">Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting</a>	59
	<a href="#">Report of Independent Registered Public Accounting Firm</a>	60
1.2	<a href="#">Consolidated Balance Sheets – Years Ended December 31, 2016 and 2015</a>	61
1.3	<a href="#">Consolidated Statements of Income - Years Ended December 31, 2016, 2015 and 2014</a>	62
1.4	<a href="#">Consolidated Statement of Comprehensive Income - Years Ended December 31, 2016, 2015 and 2014</a>	63
1.5	<a href="#">Consolidated Statements of Equity - Years Ended December 31, 2016, 2015 and 2014</a>	64
1.6	<a href="#">Consolidated Statements of Cash Flows - Years Ended December 31, 2016, 2015 and 2014</a>	65
1.7	<a href="#">Notes to Consolidated Financial Statements</a>	66
2	<u>Supplemental Financial Statement Schedules:</u>	
	None.	
3	<u>Exhibits:</u>	
3.1	Restated Certificate of Incorporation	FN 1
3.2	By-Laws	FN 1
4.1	Form of First Additional Investment Right	FN 2
4.2	Form of Second Additional Investment Right	FN 3
4.3	Registration and Reimbursement Agreement	FN 10
10.1	Water Service Contract with Wheeler Ridge-Maricopa Water Storage District (without exhibits), amendments originally filed under Item 11 to Registrant's Annual Report on Form 10-K	FN 4
10.5	Petro Travel Plaza Operating Agreement	FN 5
10.7	*Severance Agreement	FN 5
10.8	*Director Compensation Plan	FN 5
10.9	*Amended and Restated Non-Employee Director Stock Incentive Plan	FN 13
10.9(1)	*Stock Option Agreement Pursuant to the Non-Employee Director Stock Incentive Plan	FN 5
10.10	*Amended and Restated 1998 Stock Incentive Plan	FN 14
10.10(1)	*Stock Option Agreement Pursuant to the 1998 Stock Incentive Plan	FN 5
10.12	Lease Agreement and First and Second Amendments with Pastoria Energy Facility L.L.C	FN 6
10.15	Form of Securities Purchase Agreement	FN 7
10.16	Form of Registration Rights Agreement	FN 8
10.17	*2004 Stock Incentive Program	FN 9
10.18	*Form of Restricted Stock Agreement for Directors	FN 9
10.19	*Form of Restricted Stock Unit Agreement	FN 9

10.23	Tejon Mountain Village LLC Operating Agreement	FN 11
10.24	Tejon Ranch Conservation and Land Use Agreement	FN 12
10.25	Second Amended and Restated Limited Liability Agreement of Centennial Founders, LLC	FN 15
10.26	*Executive Employment Agreement - Allen E. Lyda	FN 16
10.27	Limited Liability Company Agreement of TRCC/Rock Outlet Center LLC	FN 17
10.28	Warrant Agreement	FN 18
10.29	Amendments to Limited Liability Company Agreement of Tejon Mountain Village LLC	FN 19
10.30	Membership Interest Purchase Agreement - TMV LLC	FN 20
10.31	Amended and Restated Credit Agreement	FN 21
10.32	Term Note	FN 21
10.33	Revolving Line of Credit	FN 21
10.34	Amendments to Lease Agreement with Pastoria Energy Facility L.L.C.	FN 22
10.35	Water Supply Agreement with Pastoria Energy Facility L.L.C.	FN 23
10.36	*Separation Agreement - Gregory J. Tobias	FN 24
10.37	Limited Liability Agreement of TRC-MRC, 2 LLC	FN 25
10.38	Limited Liability Agreement of TRC-MRC, 1 LLC	FN 26
10.39	Centennial Redemption and Withdrawal Agreement	Filed herewith
10.40	First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC	Filed herewith
10.41	Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC	Filed herewith
21	List of Subsidiaries of Registrant	Filed herewith
23.1	Consent of Emst & Young LLP, independent registered public accounting firm (Los Angeles, CA)	Filed herewith
23.2	Consent of RSM US LLP, independent registered public accounting firm	Filed herewith

31.1	Certification as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Certification as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.3	Certification as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
99.1	Financial Statements of Petro Travel Plaza Holdings LLC	Filed herewith
101.INS	XBRL Instance Document.	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema Document.	Filed herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	Filed herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith
*	Management contract, compensatory plan or arrangement.	

- FN 1 This document, filed with the Securities and Exchange Commission in Washington D.C. (file number 1-7183) under Item 14 to our Annual Report on Form 10-K for year ended December 31, 1987, is incorporated herein by reference.
- FN 2 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 4.3 to our Current Report on Form 8-K filed on May 7, 2004, is incorporated herein by reference.
- FN 3 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 4.4 to our Current Report on Form 8-K filed on May 7, 2004, is incorporated herein by reference.
- FN 4 This document, filed with the Securities and Exchange Commission in Washington D.C. (file number 1-7183) under Item 14 to our Annual Report on Form 10-K for year ended December 31, 1994, is incorporated herein by reference.
- FN 5 This document, filed with the Securities and Exchange Commission in Washington D.C. (file number 1-7183) under Item 14 to our Annual Report on Form 10-K, for the period ending December 31, 1997, is incorporated herein by reference.
- FN 6 This document filed with the Securities and Exchange Commission in Washington D.C. (file number 1-7183) under Item 14 to our Annual Report on Form 10-K for the year ended December 31, 2001, is incorporated herein by reference.
- FN 7 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 4.1 to our Current Report on Form 8-K filed on May 7, 2004, is incorporated herein by reference.
- FN 8 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 4.2 to our Current Report on Form 8-K filed on May 7, 2004, is incorporated herein by reference.
- FN 9 This document, filed with the Securities and Exchange Commission in Washington D.C. (file number 1-7183) under Item 15 to our Annual Report on Form 10-K for the year ended December 31, 2004, is incorporated herein by reference.
- FN 10 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 4.1 to our Current Report on Form 8-K filed on December 20, 2005, is incorporated herein by reference.
- FN 11 This document, filed with the Securities and Exchange Commission in Washington D.C. (file number 1-7183) as Exhibit 10.24 to our Current Report on Form 8-K filed on May 24, 2006, is incorporated herein by reference.
- FN 12 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.28 to our Current Report on Form 8-K filed on June 23, 2008, is incorporated herein by reference.
- FN 13 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.9 to our Annual Report on form 10-K for the year ended December 31, 2008, is incorporated herein by reference.
- FN 14 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.10 to our Annual Report on form 10-K for the year ended December 31, 2008, is incorporated herein by reference.
- FN 15 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Item 6 to our Quarterly Report on Form 10-Q for the period ending June 30, 2009, is incorporated herein by reference.
- FN 16 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Item 6 to our Quarterly Report on Form 10-Q for the period ending March 31, 2013, is incorporated herein by reference.
- FN 17 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Exhibit 10.27 to our Current Report on Form 8-K filed on June 4, 2013, is incorporated herein by reference.
- FN 18 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Exhibit 10.1 to our Current Report on Form 8-K filed on August 8, 2013, is incorporated herein by reference.
- FN 19 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Item 10.29 to our Amended Annual Report on Form 10-K/A for the year ended December 31, 2013, is incorporated herein by reference.

- FN 20 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Item 10.30 to our Current Report on Form 8-K filed on July 16, 2014, is incorporated herein by reference.
- FN 21 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Items 10.31-10.33 to our Current Report on Form 8-K filed on October 17, 2014, is incorporated herein by reference.
- FN 22 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) under Item 10.34 to our Annual Report on Form 10-K for the year ended December 31, 2014, is incorporated herein by reference.
- FN 23 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.35 to our Quarterly Report on Form 10-Q for the period ending June 30, 2015, is incorporated herein by reference.
- FN 24 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.36 to our Quarterly Report on Form 10-Q for the period ending September 30, 2015, is incorporated herein by reference.
- FN 25 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.37 to our Quarterly Report on Form 10-Q for the period ending June 30, 2016, is incorporated herein by reference.
- FN 26 This document, filed with the Securities and Exchange Commission in Washington, D.C. (file number 1-7183) as Exhibit 10.38 to our Quarterly Report on Form 10-Q for the period ending September 30, 2016, is incorporated herein by reference.

- (b) Exhibits. The exhibits being filed with this report are attached at the end of this report.
- (c) Financial Statement Schedules - The response to this portion of Item 15 is submitted as a separate section of this report.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**TEJON RANCH CO.**

March 10, 2017

BY: /s/ Gregory S. Bielli  
Gregory S. Bielli  
President and Chief Executive Officer  
(Principal Executive Officer)

March 10, 2017

BY: /s/ Allen E. Lyda  
Allen E. Lyda  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

March 10, 2017

BY: /s/ Robert D. Velasquez  
Robert D. Velasquez  
Vice President of Finance and Chief Accounting Officer  
(Principal Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Name	Capacity	Date
<u>/s/ Robert A. Alter</u> Robert A. Alter	Director	March 10, 2017
<u>/s/ Steven A. Betts</u> Steven A. Betts	Director	March 10, 2017
<u>/s/ Gregory S. Bielli</u> Gregory S. Bielli	Director	March 10, 2017
<u>/s/ John L. Goolsby</u> John L. Goolsby	Director	March 10, 2017
<u>/s/ Anthony L. Leggio</u> Anthony L. Leggio	Director	March 10, 2017
<u>/s/ Norman Metcalfe</u> Norman Metcalfe	Director	March 10, 2017
<u>/s/ Geoffrey Stack</u> Geoffrey Stack	Director	March 10, 2017
<u>/s/ Daniel R. Tisch</u> Daniel R. Tisch	Director	March 10, 2017
<u>/s/ Frederick C. Tuomi</u> Frederick C. Tuomi	Director	March 10, 2017
<u>/s/ Michael H. Winer</u> Michael H. Winer	Director	March 10, 2017



**Annual Report on Form 10-K**  
**Item 8, Item 15(a) (1) and (2), (b) and (c)**  
**List of Financial Statements and Financial Statement Schedules**  
**Financial Statements**  
**Certain Exhibits**  
**Year Ended December 31, 2016**  
**Tejon Ranch Co.**  
**Lebec, California**

**Form 10-K - Item 15(a)(1) and (2)**  
**Tejon Ranch Co. and Subsidiaries**  
**Index to Financial Statements and Financial Statement Schedules**

**ITEM 15(a)(1) - FINANCIAL STATEMENTS**

The following consolidated financial statements of Tejon Ranch Co. and subsidiaries are included in Item 8:

	<u>Page</u>
<a href="#"><u>Management's Report on Internal Control Over Financial Reporting</u></a>	<u>58</u>
<a href="#"><u>Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting</u></a>	<u>59</u>
<a href="#"><u>Report of Independent Registered Public Accounting Firm</u></a>	<u>60</u>
<a href="#"><u>Consolidated Balance Sheets - Years Ended December 31, 2016 and 2015</u></a>	<u>61</u>
<a href="#"><u>Consolidated Statements of Income - Years Ended December 31, 2016, 2015, and 2014</u></a>	<u>62</u>
<a href="#"><u>Consolidated Statements of Comprehensive Income (Loss) - Years Ended December 31, 2016, 2015 and 2014</u></a>	<u>63</u>
<a href="#"><u>Consolidated Statements of Equity - Years Ended December 31, 2016, 2015 and 2014</u></a>	<u>64</u>
<a href="#"><u>Consolidated Statements of Cash Flows - Years Ended December 31, 2016, 2015 and 2014</u></a>	<u>65</u>
<a href="#"><u>Notes to Consolidated Financial Statements</u></a>	<u>66</u>

**ITEM 15(a)(2) - FINANCIAL STATEMENT SCHEDULES**

All schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable, and therefore have been omitted.

### **Management's Report on Internal Control Over Financial Reporting**

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. As defined in Rule 13a-15(f) of the Exchange Act, internal control over financial reporting is a process designed by, or supervised by, the Company's principal executive and principal financial officers and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

The Company's internal control over financial reporting is supported by written policies and procedures, that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of the Company's management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In connection with the preparation of the Company's annual financial statements, under the supervision and with the participation of the Company's management, including its Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, management of the Company has undertaken an assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2016 based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework), or COSO. Management's assessment included an evaluation of the design of the Company's internal control over financial reporting and testing of the operational effectiveness of the Company's internal control over financial reporting.

Based on this assessment, management did not identify any material weakness in the Company's internal control, and management has concluded that the Company's internal control over financial reporting was effective as of December 31, 2016.

Ernst & Young LLP, the independent registered public accounting firm that audited the Company's financial statements included in this report, has issued a report on the effectiveness of internal control over financial reporting, a copy of which follows.

**Report of Independent Registered Public Accounting Firm  
On Internal Control over Financial Reporting**

The Board of Directors and Stockholders of  
Tejon Ranch Co. and Subsidiaries

We have audited Tejon Ranch Co. and Subsidiaries' internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). Tejon Ranch Co. and Subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Tejon Ranch Co. and Subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Tejon Ranch Co. and Subsidiaries as of December 31, 2016 and 2015 and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2016 of Tejon Ranch Co. and Subsidiaries and our report dated March 10, 2017 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Los Angeles, California  
March 10, 2017

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders of  
Tejon Ranch Co. and Subsidiaries

We have audited the accompanying consolidated balance sheets of Tejon Ranch Co. and Subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tejon Ranch Co. and Subsidiaries at December 31, 2016 and 2015, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Tejon Ranch Co. and Subsidiaries' internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated March 10, 2017 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Los Angeles, California  
March 10, 2017

**Tejon Ranch Co. and Subsidiaries**  
**Consolidated Balance Sheets**  
(\$ in thousands)

	December 31	
	2016	2015
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 1,258	\$ 1,930
Marketable securities - available-for-sale	26,675	32,815
Accounts receivable	8,740	6,511
Inventories	3,084	3,517
Prepaid expenses and other current assets	4,458	4,120
Total current assets	44,215	48,893
Real estate and improvements - held for lease, net	20,026	21,942
Real estate development (includes \$89,381 at December 31, 2016 and \$84,194 at December 31, 2015, attributable to Centennial Founders, LLC, Note 17)	248,265	235,466
Property and equipment, net	46,034	44,469
Investments in unconsolidated joint ventures	33,803	30,680
Long-term water assets	42,413	43,806
Deferred tax assets	2,282	4,659
Other assets	2,663	2,004
<b>TOTAL ASSETS</b>	<b>\$ 439,701</b>	<b>\$ 431,919</b>
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities:		
Trade accounts payable	\$ 2,415	\$ 3,252
Accrued liabilities and other	3,188	3,492
Income taxes payable	—	1,237
Deferred income	1,529	1,525
Revolving line of credit	7,700	—
Current maturities of long-term debt	3,853	815
Total current liabilities	18,685	10,321
Long-term debt, less current portion	69,853	73,223
Long-term deferred gains	3,662	3,816
Other liabilities	13,034	13,251
Total liabilities	105,234	100,611
Commitments and contingencies		
Equity:		
Tejon Ranch Co. Stockholders' Equity		
Common stock, \$0.50 par value per share:		
Authorized shares - 30,000,000		
Issued and outstanding shares - 20,810,301 at December 31, 2016 and 20,688,154 at December 31, 2015	10,405	10,344
Additional paid-in capital	229,762	216,803
Accumulated other comprehensive loss	(6,239)	(6,902)
Retained earnings	71,947	71,389
Total Tejon Ranch Co. Stockholders' Equity	305,875	291,634
Non-controlling interest	28,592	39,674
Total equity	334,467	331,308
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 439,701</b>	<b>\$ 431,919</b>

See accompanying notes.

**Tejon Ranch Co. and Subsidiaries**  
**Consolidated Statements of Income**  
(\$ in thousands, except per share amounts)

	Year Ended December 31		
	2016	2015	2014
<b>Revenues:</b>			
Real estate - commercial/industrial	\$ 9,438	\$ 8,272	\$ 7,845
Mineral resources	14,153	15,116	16,255
Farming	18,648	23,836	23,435
Ranch operations	3,338	3,923	3,534
<b>Total revenues</b>	<b>45,577</b>	<b>51,147</b>	<b>51,069</b>
<b>Costs and Expenses:</b>			
Real estate - commercial/industrial	7,100	6,694	7,206
Real estate - resort/residential	1,630	2,349	2,608
Mineral resources	7,796	7,396	6,418
Farming	18,673	18,984	16,250
Ranch operations	5,734	6,112	5,998
Corporate expenses	12,550	12,808	10,646
<b>Total expenses</b>	<b>53,483</b>	<b>54,343</b>	<b>49,126</b>
<b>Operating (loss) income</b>	<b>(7,906)</b>	<b>(3,196)</b>	<b>1,943</b>
<b>Other Income:</b>			
Gain on sale of real estate	1,044	—	—
Investment income	457	528	696
Other income	158	381	526
<b>Total other income</b>	<b>1,659</b>	<b>909</b>	<b>1,222</b>
(Loss) income from operations before equity in earnings of unconsolidated joint ventures	(6,247)	(2,287)	3,165
Equity in earnings of unconsolidated joint ventures, net	7,098	6,324	5,294
Income before income tax expense	851	4,037	8,459
Income tax expense	336	1,125	2,697
Net income	515	2,912	5,762
Net (loss) income attributable to non-controlling interest	(43)	(38)	107
Net income attributable to common stockholders	\$ 558	\$ 2,950	\$ 5,655
Net income per share attributable to common stockholders, basic	\$ 0.03	\$ 0.14	\$ 0.27
Net income per share attributable to common stockholders, diluted	\$ 0.03	\$ 0.14	\$ 0.27

See accompanying notes.

**Tejon Ranch Co. and Subsidiaries**  
**Consolidated Statements of Comprehensive Income**  
(\$ in thousands)

	Year Ended December 31		
	2016	2015	2014
Net income	\$ 515	\$ 2,912	\$ 5,762
Other comprehensive income/(loss):			
Unrealized loss on available-for-sale securities	62	(188)	(208)
Benefit plan adjustments	(371)	(1,301)	(3,168)
Benefit plan reclassification for losses included in net income	—	536	407
SERP liability adjustments	214	234	(1,003)
Equity in other comprehensive income of unconsolidated joint venture	—	—	—
Unrealized interest rate swap gains/(losses)	1,040	678	(2,227)
Other comprehensive income (loss) before taxes	945	(41)	(6,199)
Benefit (provision) for income taxes related to other comprehensive loss items	(282)	38	2,644
Other comprehensive (loss) income	663	(3)	(3,555)
Comprehensive income	1,178	2,909	2,207
Comprehensive (loss) income attributable to non-controlling interests	(43)	(38)	107
Comprehensive income attributable to common stockholders	\$ 1,221	\$ 2,947	\$ 2,100

See accompanying notes.



**Tejon Ranch Co. and Subsidiaries**  
**Consolidated Statements of Equity**  
(\$ in thousands, except share information)

	Common Stock Shares Outstanding	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity	Noncontrolling Interest	Total Equity
<b>Balance, December 31, 2013</b>	20,563,023	\$ 10,282	\$ 210,848	\$ (3,333)	\$ 62,785	\$ 280,582	\$ 39,605	\$ 320,187
Net income	—	—	—	—	5,655	5,655	107	5,762
Other comprehensive income	—	—	—	(3,555)	—	(3,555)	—	(3,555)
Restricted stock issuance	94,014	47	(47)	—	—	—	—	—
Stock compensation	—	—	2,564	—	—	2,564	—	2,564
Shares withheld for taxes and tax benefit of vested shares	(20,559)	(11)	(603)	(11)	—	(625)	—	(625)
Warrants exercised	—	—	1	—	(1)	—	—	—
<b>Balance, December 31, 2014</b>	20,636,478	\$ 10,318	\$ 212,763	\$ (6,899)	\$ 68,439	\$ 284,621	\$ 39,712	\$ 324,333
Net income	—	—	—	—	2,950	2,950	(38)	2,912
Other comprehensive loss	—	—	—	(3)	—	(3)	—	(3)
Restricted stock issuance	85,584	43	(43)	—	—	—	—	—
Stock compensation	—	—	3,922	—	—	3,922	—	3,922
Shares withheld for taxes and tax benefit of vested shares	(33,908)	(17)	(904)	—	—	(921)	—	(921)
Modified share-based awards	—	—	1,065	—	—	1,065	—	1,065
<b>Balance, December 31, 2015</b>	20,688,154	\$ 10,344	\$ 216,803	\$ (6,902)	\$ 71,389	\$ 291,634	\$ 39,674	\$ 331,308
Net income (loss)	—	—	—	—	558	558	(43)	515
Other comprehensive income	—	—	—	663	—	663	—	663
Restricted stock issuance	200,240	100	(100)	—	—	—	—	—
Stock Compensation	—	—	4,881	—	—	4,881	—	4,881
Shares withheld for taxes and tax benefit for vested shares	(78,093)	(39)	(2,861)	—	—	(2,900)	—	(2,900)
Centennial redemption of withdrawing member interest	—	—	11,039	—	—	11,039	(11,039)	—
<b>Balance, December 31, 2016</b>	20,810,301	\$ 10,405	\$ 229,762	\$ (6,239)	\$ 71,947	\$ 305,875	\$ 28,592	\$ 334,467

See accompanying notes.

**Tejon Ranch Co. and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	Twelve Months Ended December 31,		
	2016	2015	2014
<b>Operating Activities</b>			
Net income	\$ 515	\$ 2,912	\$ 5,762
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	4,549	5,090	4,871
Amortization of premium/discount of marketable securities	434	555	769
Equity in earnings	(7,098)	(6,324)	(5,294)
Non-cash retirement plan expense	1,046	997	164
Gain on sale of real estate/assets	(1,183)	(95)	—
Deferred income taxes	1,939	(120)	112
Stock compensation expense	4,585	3,757	3,534
Distribution of earnings from unconsolidated joint ventures	4,500	7,200	—
Changes in operating assets and liabilities:			
Receivables, inventories, prepaids and other assets, net	(1,603)	2,733	2,291
Current liabilities, net	(2,099)	263	1,009
Net cash provided by operating activities	5,585	16,968	13,218
<b>Investing Activities</b>			
Maturities and sales of marketable securities	11,750	24,157	20,844
Funds invested in marketable securities	(5,983)	(15,574)	(8,525)
Real estate and equipment expenditures	(26,380)	(28,048)	(24,775)
Reimbursement proceeds from Communities Facilities District	6,155	4,971	—
Proceeds from sale of real estate/assets	4,616	796	—
Investment in unconsolidated joint ventures	(2,000)	(52)	(9,656)
Purchase of partner interest in TMV LLC	—	—	(70,000)
Distribution of equity from unconsolidated joint ventures	1,600	1,100	—
Investments in long-term water assets	—	—	(480)
Other	—	(11)	—
Net cash used in investing activities	(10,242)	(12,661)	(92,592)
<b>Financing Activities</b>			
Borrowings of line of credit	20,700	17,540	31,050
Repayments of line of credit	(13,000)	(24,390)	(24,200)
Borrowings of long-term debt	—	—	70,000
Repayments of long-term debt	(815)	(244)	(244)
Taxes on vested stock grants	(2,900)	(921)	(625)
Net cash provided by (used in) provided by financing activities	3,985	(8,015)	75,981
Decrease in cash and cash equivalents	(672)	(3,708)	(3,393)
Cash and cash equivalents at beginning of year	1,930	5,638	9,031
<b>Cash and cash equivalents at end of year</b>	<b>\$ 1,258</b>	<b>\$ 1,930</b>	<b>\$ 5,638</b>
<b>Supplemental cash flow information</b>			
Increase in CIP attributable to reclassifying equity in investment of TMV, LLC	\$ —	\$ —	\$ 44,950
Accrued capital expenditures included in current liabilities	\$ 652	\$ 329	\$ 1,096
Capital expenditure financing arrangement	\$ 467	\$ —	\$ —
Taxes paid (net of refunds)	\$ 1,135	\$ 1,817	\$ (2,384)

See accompanying notes.

**Tejon Ranch Co. and Subsidiaries**  
**Notes to Consolidated Financial Statements**  
**December 31, 2016**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**The Company**

Tejon Ranch Co. (the Company, Tejon, we, us and our) is a diversified real estate development and agribusiness company committed to responsibly using our land and resources to meet the housing, employment, and lifestyle needs of Californians. Current operations consist of land planning and entitlement, land development, commercial sales and leasing, leasing of land for mineral royalties, water asset management and sales, grazing leases, income portfolio management, and farming.

These activities are performed through our five segments:

- Real Estate - Commercial/Industrial
- Real Estate - Resort/Residential
- Mineral Resources
- Farming
- Ranch Operations

Our prime asset is approximately 270,000 acres of contiguous, largely undeveloped land that, at its most southerly border, is 60 miles north of Los Angeles and, at its most northerly border, is 15 miles east of Bakersfield. We create value by securing entitlements for our land, facilitating infrastructure development, strategic land planning, development, and conservation, in order to maximize the highest and best use for our land.

We are involved in several joint ventures, which facilitate the development of portions of our land. We are also actively engaged in land planning, land entitlement, and conservation projects.

Any references to the number of acres, number of buildings, square footage, number of leases, occupancy, and any amounts derived from these values in the notes to the consolidated financial statements are unaudited.

**Principles of Consolidation**

The consolidated financial statements include the accounts of the Company, and the accounts of all subsidiaries and investments in which a controlling interest is held by the Company. All significant intercompany transactions have been eliminated in consolidation. We have evaluated subsequent events through the date of issuance of our consolidated financial statements.

**Cash Equivalents**

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. The carrying amount for cash equivalents approximates fair value.

**Marketable Securities**

The Company considers those investments not qualifying as cash equivalents, but which are readily marketable, to be marketable securities. The Company classifies all marketable securities as available-for-sale. These are stated at fair value with the unrealized gains (losses), net of tax, reported as a component of accumulated other comprehensive income (loss) in the consolidated statements of equity.

**Investments in Unconsolidated Joint Ventures**

Investments in unconsolidated joint ventures in which the Company does not have a controlling interest, or is not the primary beneficiary if the joint venture is determined to be a variable interest entity under Accounting Standards Codification 810 – “Consolidation,” are accounted for under the equity method of accounting and, accordingly, are adjusted for capital contributions, distributions, and the Company’s equity in net earnings or loss of the respective joint venture.

## Fair Values of Financial Instruments

The Company follows the Financial Accounting Standards Board's authoritative guidance for fair value measurements of certain financial instruments. The guidance defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. Fair value is defined as the exchange (exit) price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. This guidance establishes a three-level hierarchy for fair value measurements based upon the inputs to the valuation of an asset or liability. Observable inputs are those which can be easily seen by market participants while unobservable inputs are generally developed internally, utilizing management's estimates and assumptions:

- Level 1 – Valuation is based on quoted prices in active markets for identical assets and liabilities.
- Level 2 – Valuation is determined from quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar instruments in markets that are not active, or by model-based techniques in which all significant inputs are observable in the market.
- Level 3 – Valuation is derived from model-based techniques in which at least one significant input is unobservable and based on our own estimates about the assumptions that market participants would use to value the asset or liability.

When available, we use quoted market prices in active markets to determine fair value. We consider the principal market and nonperformance risk associated with our counterparties when determining the fair value measurement. Fair value measurements are used on a recurring basis for marketable securities, investments within the pension plan and hedging instruments, if any.

## Interest Rate Swap Agreements

In October 2014, we entered into an interest rate swap agreement with Wells Fargo. See Note 8 (Line of Credit and Long-Term Debt) of the Notes to Consolidated Financial Statements for further detail regarding this interest rate swap related to the Company's Credit Facility. We believe it is prudent at times to limit the variability of floating-rate interest payments and in the past have entered into interest rate swaps to manage those fluctuations.

We recognize interest rate swap agreements as either an asset or liability on the balance sheet at fair value. The accounting for changes in fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, a Company must designate the hedging instrument, based on the hedged exposure, as a fair value hedge, a cash flow hedge, or a hedge of a net investment in a foreign operation. Our interest rate swap agreement is considered a cash flow hedge because it was designed to match the terms of the Term Loan as a hedge of the exposure to variability in expected future cash flows. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the recognition of the changes in the earnings effect of the hedged transactions in a cash flow hedge. This interest rate swap agreement will be evaluated based on whether it is deemed "highly effective" in reducing our exposure to variable interest rates. We formally document all relationships between interest rate swap agreements and hedged items, including the method for evaluating effectiveness and the risk strategy. We make an assessment at the inception of each interest rate swap agreement and on a quarterly basis to determine whether these instruments are "highly effective" in offsetting changes in cash flows associated with the hedged items. The ineffective portion of each interest rate swap agreement is immediately recognized in earnings. While we intend to continue to meet the conditions for such hedge accounting, if swaps did not qualify as "highly effective," the changes in the fair values of the derivatives used as hedges would be reflected in earnings.

The effective portion of changes in the fair value of our interest rate swap agreements that are designated and that qualify as cash flow hedges is recognized in accumulated other comprehensive income. Amounts classified in accumulated other comprehensive income will be reclassified into earnings in the period during which the hedged transactions affect earnings. The fair value of each interest rate swap agreement is determined using widely accepted valuation techniques including discounted cash flow analyses on the expected cash flows of each derivative. These analyses reflect the contractual terms of the derivatives, including the period to maturity, and use observable market-based inputs, including interest rate curves and implied volatilities (also referred to as "significant other observable inputs"). The fair values of our interest rate swap agreements are determined using the market standard methodology of netting the discounted future fixed cash payments and the discounted expected variable cash receipts. The variable cash receipts are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. The fair value calculation also includes an amount for risk of non-performance using "significant unobservable inputs" such as estimates of current credit spreads to evaluate the likelihood of default, which we have determined to be insignificant to the overall fair value of our interest rate swap agreements.

### **Variable Interest Entity**

We evaluate all of our interests in VIEs for consolidation. When our interests are determined to be variable interests, we assess whether we are deemed to be the primary beneficiary of the VIE. The primary beneficiary of a VIE is required to consolidate the VIE. ASC810, Consolidation, defines the primary beneficiary as the party that has both (i) the power to direct the activities of the VIE that most significantly impact its economic performance, and (ii) the obligation to absorb losses and the right to receive benefits from the VIE which could be potentially significant. We consider our variable interests as well as any variable interests of our related parties in making this determination. Where both of these factors are present, we are deemed to be the primary beneficiary and we consolidate the VIE. Where either one of these factors is not present, we are not the primary beneficiary and do not consolidate the VIE.

To assess whether we have the power to direct the activities of a VIE that most significantly impact the VIE's economic performance, we consider all facts and circumstances, including our role in establishing the VIE and our ongoing rights and responsibilities. This assessment includes first, identifying the activities that most significantly impact the VIE's economic performance; and second, identifying which party, if any, has power over those activities. In general, the parties that make the most significant decisions affecting the VIE or have the right to unilaterally remove those decision makers are deemed to have the power to direct the activities of a VIE.

Effective January 1, 2016, we implemented Accounting Standards Update ("ASU") 2015-02, Consolidation (Topic 810) – Amendments to the Consolidation Analysis, which specifies that the right to remove the decision maker in a VIE must be exercisable without cause for the decision maker to not be deemed the party that has the power to direct the activities of a VIE. The application of the ASU to our pre-existing entities did not change our respective conclusions as to whether or not they should be consolidated.

To assess whether we have the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE, we consider all of our economic interests, including debt and equity investments, servicing fees, and other arrangements deemed to be variable interests in the VIE. This assessment requires that we apply judgment in determining whether these interests, in the aggregate, are considered potentially significant to the VIE. Factors considered in assessing significance include: the design of the VIE, including its capitalization structure; subordination of interests; payment priority; relative share of interests held across various classes within the VIE's capital structure; and the reasons why the interests are held by us.

As of December 31, 2016 and 2015, we had one VIE consolidated in our financial statements see Note 17 (Investment in Unconsolidated and Consolidated Joint Ventures) to the Notes to Consolidated Financial Statements for further discussion.

### **Credit Risk**

The Company grants credit in the course of operations to co-ops, wineries, nut marketing companies, and lessees of the Company's facilities. The Company performs periodic credit evaluations of its customers' financial condition and generally does not require collateral.

Our commercial revenues are derived primarily from rental payments and reimbursement of operating expenses under our leases. If our client tenants fail to make rental payments under their leases, our financial condition, and cash flows could be adversely affected. Please refer to Rental Income for process of evaluating and monitoring credit quality of tenants.

As of December 31, 2016 and 2015, the PEF power plant lease generated approximately 8% and 7% of our total revenues, respectively. We had no customers account for 5% or more of our revenues from operations in 2016.

The Company maintains its cash and cash equivalents in federally insured financial institutions. The account balances at these institutions periodically exceed FDIC insurance coverage and, as a result, there is a concentration of credit risk related to amounts on deposit in excess of FDIC insurance coverage. The Company believes that the risk is not significant.

### **Farm Inventories**

Costs of bringing crops to harvest are inventoried when incurred. Such costs are expensed when the crops are sold. Expenses are computed and recognized on an average cost per pound or per ton basis, as appropriate. Costs during the current year related to the next year's crop are inventoried and carried in inventory until the matching crop is harvested and sold. Farm inventories held for sale are valued at the lower of cost (first-in, first-out method) or market.

## Property and Equipment

Property and equipment are stated on the basis of cost, except for land acquired upon organization in 1936, which is stated on the basis carried by the Company's predecessor. Depreciation is computed using the straight-line method over the estimated useful lives of the various assets. Our property and equipment and their respective estimated useful lives are as follow:

(\$ in thousands)	Useful Life	December 31, 2016		December 31, 2015	
Vineyards and orchards	20	\$	49,210	\$	48,008
Machinery, furniture fixtures and other equipment	3 - 10		19,807		18,072
Buildings and improvements	10 - 27.5		8,828		8,828
Land and land improvements	15		7,456		7,722
Development in process			8,908		7,413
			94,209		90,043
Less: accumulated depreciation			(48,175)		(45,574)
		\$	46,034	\$	44,469

## Long-Term Water Assets

Long-term purchased water contracts are in place with the Tulare Lake Basin Water Storage District and the Dudley-Ridge Water Storage District. These contracts provide the Company with the right to receive water over the term of the contracts that expire in 2035. The Company also purchased a contract that allows and requires it to purchase 6,693 acre-feet of water each year from the Nickel Family LLC. The initial term of this contract runs through 2044. The purchase price of these contracts is being amortized on the straight-line basis over their contractual life. Water contracts with the Wheeler Ridge Maricopa Water Storage District and the Tejon-Castac Water District are also in place, but were entered into with each district at inception and not purchased later from third parties, and therefore do not have a related financial value on the books of the Company. As a result, there is no amortization expense related to these contracts.

## Vineyards and Orchards

Costs of planting and developing vineyards and orchards are capitalized until the crops become commercially productive. Interest costs and depreciation of irrigation systems and trellis installations during the development stage are also capitalized. Revenues from crops earned during the development stage are netted against development costs. Depreciation commences when the crops become commercially productive.

At the time farm crops are harvested, contracted, and delivered to buyers and revenues can be estimated, revenues are recognized and any related inventoried costs are expensed, which traditionally occurs during the third and fourth quarters of each year. It is not unusual for portions of our almond or pistachio crop to be sold in the year following the harvest. Orchard (almond and pistachio) revenues are based upon the contract settlement price or estimated selling price, whereas vineyard revenues are typically recognized at the contracted selling price. Estimated prices for orchard crops are based upon the quoted estimate of what the final market price will be by marketers and handlers of the orchard crops. These market price estimates are updated through the crop payment cycle as new information is received as to the final settlement price for the crop sold. These estimates are adjusted to actual upon receipt of final payment for the crop. This method of recognizing revenues on the sale of orchard crops is a standard practice within the agribusiness community. Adjustments for differences between original estimates and actual revenues received are recorded during the period in which such amounts become known. The net effect of these adjustments increased farming revenue by \$734,000 in 2016, \$3,531,000 in 2015, and \$4,132,000 in 2014. The adjustment for 2016 includes \$653,000 for almonds and \$81,000 for pistachios. The adjustment for 2015 includes \$1,260,000 for almonds and \$2,271,000 for pistachios. The adjustment for 2014 includes \$1,458,000 for almonds and \$2,674,000 for pistachios.

The Almond Board of California has the authority to require producers of almonds to withhold a portion of their annual production from the marketplace through a marketing order approved by the Secretary of Agriculture. At December 31, 2016, 2015, and 2014, no such withholding was mandated.

## Common Stock Options and Grants

The Company follows Accounting Standards Codification ("ASC") 718, "Compensation – Stock Compensation" in accounting for stock incentive plans using the fair value method of accounting. The estimated fair value of the restricted stock grants and restricted stock units are expensed over the expected vesting period. For performance based grants the Company makes estimates of the number of shares that will actually be granted based upon estimated ranges of success in meeting defined performance measures. Periodically, the Company updates its estimates and reflects any changes to the estimate in the consolidated statements of operations.

### **Long-Lived Assets**

In accordance with ASC 360 "Property, Plant, and Equipment" the Company records impairment losses on long-lived assets held and used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than their related carrying amounts. In addition, the Company accounts for long-lived assets to be disposed of at the lower of their carrying amounts or fair value less selling and disposal costs. At 2016 and 2015, management of the Company believes that none of its assets are impaired.

### **Sales of Real Estate**

In recognizing revenue from land sales, the Company follows the provisions in ASC 976 "Real Estate – Retail Land" to record these sales. ASC 976 provides specific sales recognition criteria to determine when land sales revenue can be recorded. For example, ASC 976 requires a land sale to be consummated with a sufficient down payment of at least 20% to 25% of the sales price depending upon the type and timeframe for development of the property sold, and that any receivable from the sale cannot be subject to future subordination. In addition, the seller cannot retain any material continuing involvement in the property sold, or be required to develop the property in the future or construct facilities or off-site improvements.

### **Sales of Easements**

From time to time the Company sells easements over its land and the easements are either in the form of rights of access granted for such things as utility corridors or are in the form of conservation easements that generally require the Company to divest its rights to commercially develop a portion of its land, but do not result in a change in ownership of the land or restrict the Company from continuing other revenue generating activities on the land. Sales of conservation easements are accounted for in accordance with Staff Accounting Bulletin Topic 13 - *Revenue Recognition*, or SAB Topic 13.

Since the conservation easements generally do not impose any significant continuing performance obligations on the Company, revenue from conservation easement sales have been recognized when the four criteria of SAB Topic 13 have been met, which generally occurs in the period the sale has closed and consideration has been received.

### **Allocation of Costs Related to Land Sales and Leases**

When the Company sells land within one of its real estate developments and has not completed all infrastructure development related to the total project, the Company follows ASC 976 "Real Estate – Retail Land" to determine the appropriate costs of sales for the sold land and the timing of recognition of the sale. In the calculation of cost of sales or allocations to leased land, the Company uses estimates and forecasts to determine total costs at completion of the development project. These estimates of final development costs can change as conditions in the market change and costs of construction change.

### **Royalty Income**

Royalty revenues are contractually defined as to the percentage of royalty and are tied to production and market prices. The Company's royalty arrangements generally require payment on a monthly basis with the payment based on the previous month's activity. The Company accrues monthly royalty revenues based upon estimates and adjusts to actual as the Company receives payments.

### **Rental Income**

Rental income from leases is recognized on a straight-line basis over the respective lease terms. We classify amounts currently recognized as income, and amounts expected to be received in later years, as an asset in deferred rent in the accompanying consolidated balance sheets. Amounts received currently, but recognized as income in future years, are classified in accounts payable, accrued expenses, and tenant security deposits in the accompanying consolidated balance sheets. We commence recognition of rental income at the date the property is ready for its intended use and the client tenant takes possession of or controls the physical use of the property.

During the term of each lease, we monitor the credit quality of our tenants by (i) reviewing the credit rating of tenants that are rated by a nationally recognized credit rating agency, (ii) reviewing financial statements of the client tenants that are publicly available or that are required to be delivered to us pursuant to the applicable lease, (iii) monitoring news reports regarding our tenants and their respective businesses, and (iv) monitoring the timeliness of lease payments. We have employees who are assigned the responsibility for assessing and monitoring the credit quality of our tenants and any material changes in credit quality.

## **Environmental Expenditures**

Environmental expenditures that relate to current operations are expensed or capitalized as appropriate. Expenditures that relate to an existing condition caused by past operations and which do not contribute to current or future revenue generation are expensed. Liabilities are recorded when environmental assessments and/or remedial efforts are probable and the costs can be reasonably estimated. Generally, the timing of these accruals coincides with the completion of a feasibility study or the Company's commitment to a formal plan of action. No liabilities for environmental costs have been recorded at December 31, 2016 and 2015.

## **Use of Estimates**

The preparation of the Company's consolidated financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement dates and the reported amounts of revenue and expenses during the reporting period. Due to uncertainties inherent in the estimation process, it is reasonably possible that actual results could differ from these estimates.

## **Reclassifications**

The Company has made certain reclassifications to the prior periods to conform to the current year presentation as follows:

### *Ranch Operations*

During the fourth quarter of 2015, the Company reclassified revenues and expenses comprised of grazing leases, special services and other ancillary services supporting the ranch, from commercial/industrial into a new segment called ranch operations. As a result, the Company has reclassified prior period ranch operation revenues and expenses on the consolidated statements of income to conform to the current year presentation. Revenues reclassified for the twelve months ended December 31, 2015 and December 31, 2014 were \$3,923,000 and \$3,534,000, respectively. Expenses reclassified for the twelve months ended December 31, 2015 and December 31, 2014 were \$6,112,000 and \$5,998,000, respectively.

### *2014 Performance and Milestone Share-Based Grants*

During 2013 and 2014, the Compensation Committee of the Board of Directors, or the Board, conducted a compensation study prepared by an outside consultant that was completed during the first quarter of 2014. One of the outcomes of the compensation study was that the Board elected to modify selected outstanding and unvested performance share grants, or the existing performance milestone grants, and issue new milestone performance grants. The Company has assessed that it is probable that these new performance milestones will be met. The values for the 2014 performance grants, including the new milestone grants, are fixed at threshold, target and maximum performance values, meaning that the amount of shares at vesting will vary depending on the stock price at that time. These grants cannot be settled in cash and there are sufficient registered shares in the equity compensation plans to meet the delivery requirements.

During the second quarter of 2015, the 2014 performance milestone grants were modified to fix the number of shares to be received rather than have the number of shares to be issued at vesting float with the price of the stock, which converted the awards from liability awards to equity awards. As such, we reclassified \$1,065,000 from other liabilities to equity. In accordance with ASC 718, "Compensation - Stock Compensation," this resulted in a probable-to-probable modification resulting in no impact to earnings.

## **Recent Accounting Pronouncements**

In January 2016, the FASB issued ASU 2016-01, "Financial Statements - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities," which requires equity investments in unconsolidated entities (other than those accounted for using the equity method of accounting) to be measured at fair value with changes in fair value recognized in net income. There will no longer be an available-for-sale classification for equity securities with readily determinable fair values. The new guidance is effective for periods beginning after December 15, 2017, with early adoption permitted. The Company is currently in the process of evaluating the impact of the adoption of this ASU on the Company's consolidated financial statements.



In February 2016, the FASB issued ASU No. 2016-02, "Leases." From the lessee's perspective, the new standard establishes a right-of-use, or ROU, model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement for a lessee. From the lessor's perspective, the new standard requires a lessor to classify leases as either sales-type, finance or operating. A lease will be treated as a sale if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risks and rewards are conveyed without the transfer of control, the lease is treated as a financing lease. If the lessor doesn't convey risks and rewards or control, an operating lease results. ASU 2016-02 is effective for periods beginning after December 15, 2018. The Company is currently in the process of evaluating the impact of the adoption of this ASU on the Company's consolidated financial statements.

In March 2016, the FASB issued an ASU No. 2016-08, "Revenue from Contracts" with Customers that further clarifies an ASU issued in 2014 on recognition of revenue arising from contracts with customers. The core principle of this ASU is that entities will recognize revenue to represent the transfer of goods and services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in such exchange. Leases are specifically excluded from this ASU and will be governed by the applicable lease codification. However, this update may have implications in certain variable payment terms included in lease agreements and in sale and leaseback transactions. The ASU is effective for interim and annual reporting periods in fiscal years that begin after December 15, 2017. The Company's preliminary assessment of revenues from contracts yielded an immaterial impact to the Company's consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation—Stock Compensation (Topic 718) — Improvements to Employee Share-Based Payment Accounting." This ASU includes a requirement that the tax effect related to the settlement of share-based awards be recorded in income tax benefit or expense in the statements of earnings rather than directly to additional paid-in-capital. This change has no impact on total shareholders' equity and is required to be adopted prospectively. In addition, the ASU modifies the classification of certain share-based payment activities within the statements of cash flows and this change is generally required to be applied retrospectively. The ASU also allows for forfeitures to be recorded when they occur rather than estimated over the vesting period. The ASU is effective for interim and annual reporting periods in fiscal years that begin after December 15, 2016, with early adoption permitted. This change is required to be applied on a modified retrospective basis. The adoption of ASU 2016-09 for the most part is not expected to have a material impact on our financial condition, results of operations or cash flows. However, the update may add volatility to our income tax expense in future periods depending upon, among other things, the level of tax expense and the price of the Company's common stock at the date of vesting for share-based awards. The Company will continue to record forfeitures over the vesting period. The impact of the other aspects of ASU 2016-09 are based on the Company's future stock price at the date of vesting or exercise of share-based payments as well as the timing of exercises and, as such, the Company cannot estimate the impact of these aspects, other than to expect that the adoption of this standard will benefit future tax expense in the short term, the extent to which cannot be reasonably estimated at this time, nor can we estimate whether such benefits will continue or will result in increased tax expense in the longer term.

In June 2016, the FASB issued an ASU No. 2016-13 "Financial Instruments—Credit Losses (Topic 326)" changing the impairment model for most financial instruments by requiring companies to recognize an allowance for expected losses, rather than incurred losses as required currently by the other-than-temporary impairment model. The ASU will apply to most financial assets measured at amortized cost and certain other instruments, including trade and other receivables, loans, held-to-maturity debt securities, net investments in leases, and off-balance-sheet credit exposures (e.g., loan commitments). The ASU is effective for reporting periods beginning after December 15, 2019, with early adoption permitted, and will be applied as a cumulative adjustment to retained earnings as of the effective date. The Company is currently in the process of evaluating the impact of the adoption of this ASU on the Company's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15 "Statement of Cash Flows (Topic 230)," is intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. The new guidance addresses the classification of various transactions including distributions received from equity method investments. The new guidance allows companies to adopt the cumulative earnings or nature of distribution for classifying distributions received from equity method investments. The ASU is effective for reporting periods beginning after December 15, 2017, with early adoption permitted, and will be applied retrospectively. During the year ended December 31, 2016, we received distributions of \$4,500,000 and \$1,600,000 classified as operating and investing activities, respectively, on our consolidated statements of cash flows. Classifications were determined using the cumulative earnings approach.

## 2. EQUITY

### Earnings Per Share (EPS)

Basic net income (loss) per share attributable to common stockholders is based upon the weighted-average number of shares of common stock outstanding during the year. Diluted net income (loss) per share attributable to common stockholders is based upon the weighted-average number of shares of common stock outstanding and the weighted-average number of shares outstanding assuming the issuance of common stock upon exercise of stock options, warrants to purchase common stock, and the vesting of restricted stock grants per ASC 260, "Earnings Per Share."

	Twelve Months Ended December 31,		
	2016	2015	2014
Weighted average number of shares outstanding:			
Common stock	20,737,903	20,665,792	20,595,422
Common stock equivalents-stock options, grants	46,839	71,879	37,033
Diluted shares outstanding	20,784,742	20,737,671	20,632,455

### Warrants

On August 7, 2013, the Company announced that its Board of Directors declared a dividend of 3,000,000 warrants, or the Warrants, to purchase shares of Company common stock, par value \$0.50 per share, or Common Stock, to holders of record of Common Stock as of August 21, 2013, the Record Date. The Warrants were issued pursuant to a Warrant Agreement between the Company, Computershare, Inc. and Computershare Trust Company, N.A., as warrant agent. The Warrants were distributed to shareholders on August 28, 2013. Each Warrant entitled the holder to purchase one share of Common Stock at an initial exercise price of \$40.00 per share. The Warrants expired out of the money on August 31, 2016.

### 3. MARKETABLE SECURITIES

ASC 320 "Investments – Debt and Equity Securities" requires that an enterprise classify all debt securities as either held-to-maturity, trading or available-for-sale. The Company has elected to classify its securities as available-for-sale and therefore is required to adjust securities to fair value at each reporting date. All costs and both realized and unrealized gains and losses on securities are determined on a specific identification basis. The following is a summary of available-for-sale securities at December 31:

(\$ in thousands)	Fair Value Hierarchy	2016		2015	
		Cost	Estimated Fair Value	Cost	Estimated Fair Value
<b>Marketable Securities:</b>					
<b>Certificates of deposit</b>					
with unrecognized losses for less than 12 months		\$ 1,868	\$ 1,863	\$ 4,810	\$ 4,797
with unrecognized losses for more than 12 months		—	—	239	238
with unrecognized gains		3,320	3,329	2,800	2,805
Total Certificates of deposit	Level 1	5,188	5,192	7,849	7,840
<b>U.S. Treasury and agency notes</b>					
with unrecognized losses for less than 12 months		947	946	860	857
with unrecognized losses for more than 12 months		—	—	—	—
with unrecognized gains		857	859	736	738
Total U.S. Treasury and agency notes	Level 2	1,804	1,805	1,596	1,595
<b>Corporate notes</b>					
with unrecognized losses for less than 12 months		11,658	11,592	14,638	14,516
with unrecognized losses for more than 12 months		1,053	1,042	2,080	2,061
with unrecognized gains		3,431	3,435	3,334	3,339
Total Corporate notes	Level 2	16,142	16,069	20,052	19,916
<b>Municipal notes</b>					
with unrecognized losses for less than 12 months		2,556	2,526	1,742	1,725
with unrecognized losses for more than 12 months		271	269	301	298
with unrecognized gains		812	814	1,435	1,441
Total Municipal notes	Level 2	3,639	3,609	3,478	3,464
		\$ 26,773	\$ 26,675	\$ 32,975	\$ 32,815

We evaluate our securities for other-than-temporary impairment based on the specific facts and circumstances surrounding each security valued below its cost. Factors considered include the length of time the securities have been valued below cost, the financial condition of the issuer, industry reports related to the issuer, the severity of any decline, our intention not to sell the security, and our assessment as to whether it is more likely than not that we will be required to sell the security before a recovery of its amortized cost basis. We then segregate the loss between the amounts representing a decrease in cash flows expected to be collected, or the credit loss, which is recognized through earnings, and the balance of the loss which is recognized through other comprehensive income. At December 31, 2016, the fair market value of investment securities was \$98,000 below the cost basis of securities. The Company's gross unrealized holding gains equal \$15,000 and gross unrealized holding losses equal \$113,000. The Company has determined that any unrealized losses in the portfolio are temporary as of December 31, 2016.

As of December 31, 2016, the adjustment to accumulated other comprehensive loss in consolidated equity for the temporary change in the value of securities reflects an improvement in the market value of available-for-sale securities of \$62,000, which includes estimated taxes of \$24,000.

The following tables summarize the maturities, at par, of marketable securities by year (\$ in thousands):

December 31, 2016	2017	2018	2019	2020	Total
Certificates of deposit	\$ 531	\$ 4,306	\$ 324	\$ —	\$ 5,161
U.S. Treasury and agency notes	1,234	444	142	—	1,820
Corporate notes	4,316	7,133	4,232	—	15,681
Municipal notes	840	1,688	1,075	—	3,603
	<u>\$ 6,921</u>	<u>\$ 13,571</u>	<u>\$ 5,773</u>	<u>\$ —</u>	<u>\$ 26,265</u>

December 31, 2015	2016	2017	2018	2019	Total
Certificates of deposit	\$ 2,492	\$ 631	\$ 4,510	\$ 169	\$ 7,802
U.S. Treasury and agency notes	100	759	579	188	1,626
Corporate notes	4,572	6,525	6,462	1,881	19,440
Municipal notes	995	940	1,455	—	3,390
	<u>\$ 8,159</u>	<u>\$ 8,855</u>	<u>\$ 13,006</u>	<u>\$ 2,238</u>	<u>\$ 32,258</u>

The Company's investments in corporate notes are with companies that have an investment grade rating from Standard & Poor's.

#### 4. INVENTORIES

Inventories consist of the following at December 31:

(\$ in thousands)	2016	2015
Farming inventories	\$ 2,709	\$ 3,248
Other	375	269
	<u>\$ 3,084</u>	<u>\$ 3,517</u>

Farming inventories consist of costs incurred during the current year related to the next year's crop, as well as any current year's unsold product and farming chemicals.

#### 5. REAL ESTATE

Real estate consists of the following at December 31:

(\$ in thousands)	2016	2015
Real estate development		
Mountain Village	\$ 126,096	\$ 120,954
Centennial	89,381	84,194
Grapevine	23,917	18,285
Tejon Ranch Commerce Center	8,871	12,033
Real estate development	<u>248,265</u>	<u>235,466</u>
Real estate and improvements - held for lease, net		
Tejon Ranch Commerce Center	21,643	19,783
Rancho Santa Fe and Other	—	4,242
Real estate and improvements - held for lease	<u>21,643</u>	<u>24,025</u>
Less accumulated depreciation	<u>(1,617)</u>	<u>(2,083)</u>
Real estate and improvements - held for lease, net	<u>\$ 20,026</u>	<u>\$ 21,942</u>

In January 2016, we completed construction of a multi-tenant commercial building located at TRCC-East. The multi-tenant building has a gross leasable area of 4,645 and is leased to Baja Fresh and Habit Burger.

In October 2016, we sold unimproved real property located at TRCC-East for \$1,193,000 at a gain of \$1,026,000. The Company deferred \$411,000 because of continuing involvement related to the completion of certain land improvements.

In November 2016, we sold a building and land located in Rancho Santa Fe California for \$4,700,000, recognizing a gain of \$1,044,000.

## **6. LONG-TERM WATER ASSETS**

Long-term assets consist of water and water contracts held for future use or sale. The water is held at cost which includes the price paid for the water and the cost to pump and deliver the water from the California aqueduct into the water bank. Water is currently held in a water bank on Company land in southern Kern County. Company banked water costs also include costs related to the right to receive additional acre feet of water in the future from the Antelope Valley East Kern Water Agency, or AVEK. The Company has also banked water within an AVEK owned water bank.

We have also been purchasing water for our future use or sale. In 2008 we purchased 8,393 acre-feet of transferable water and in 2009 we purchased an additional 6,393 acre-feet of transferable water, all of which is currently held on our behalf by AVEK or has been placed in the Company's water bank. We also have secured State Water Project, or SWP, entitlement under long-term SWP water contracts within the Tulare Lake Basin Water Storage District and the Dudley-Ridge Water District, totaling 3,444 acre-feet of SWP entitlement annually, subject to SWP allocations. These contracts extend through 2035. On November 6, 2013, the Company acquired from DMB Pacific, or DMB, a contract to purchase water that obligates the Company to purchase 6,693 acre feet of water each year from the Nickel Family, LLC, or Nickel, a California limited liability company that is located in Kern County. The aggregate purchase price was approximately \$18,700,000 and was paid one-half in cash and one-half in shares of Company Common Stock. The number of shares of Common Stock delivered was determined based on the volume weighted average price of Common Stock for the ten trading days that ended two days prior to closing, which calculated to be 251,876 shares of Common Stock.

This Nickel water purchase is similar to other transactions the Company has completed over the last several years as the Company has been building its water assets for internal needs as well as for investment purposes due to the limited water supply within California.

The initial term of the water purchase agreement with Nickel runs through 2044 and includes a Company option to extend the contract for an additional 35 years. The purchase cost of water in 2016 was \$695 per acre-foot. Purchase costs in 2016 and beyond are subject to annual cost increases based on the greater of the consumer price index and 3%, resulting in a 2017 purchase cost of \$717 per acre-foot.

The water purchased under the contract with Nickel will ultimately be used in the development of the Company's land for commercial/industrial development, residential development, and farming. Interim uses may include the sale of portions of this water to third party users on an annual basis until this water is fully allocated to Company uses, as just described.

Annual amortization for these contracts is \$1,351,000 per year.

In 2016, we sold 7,285 acre feet of water totaling \$9,601,000 with a cost of \$5,925,000, which cost is recorded in the mineral resources segment on the Consolidated Statements of Operations.

Water contracts with the Wheeler Ridge Maricopa Water Storage District, or WRMWSA, and the Tejon-Castac Water District, or TCWD, are also in place, but were entered into with each district at inception of the contract and not purchased later from third parties, and do not have a related financial value on the books of the Company. Therefore there is no amortization expense related to these contracts. Water assets consist of the following:

(in acre feet, unaudited)	December 31, 2016	December 31, 2015
Banked water and water for future delivery		
AVEK water bank	13,033	13,033
Company water bank	17,287	8,700
AVEK water for future delivery	2,362	2,362
Total Company and AVEK banked water	32,682	24,095
Transferable water *	9,062	14,786
Water Contracts	10,137	10,137
Total purchased water - third parties	51,881	49,018
WRMWSA - Contracts with Company	15,547	15,547
TCWD - Contracts with Company	5,749	5,749
TCWD - Banked water contracted to Company	33,390	34,496
Total purchased and contracted water sources in acre feet	106,567	104,810

\*9,061 acre-feet of transferable water with AVEK will be returned to the Company at a 1.5 to 1 factor giving the Company use of a total of 13,594 feet.

(\$ in thousands)	December 31, 2016	December 31, 2015
Banked water and water for future delivery	\$ 4,779	\$ 4,779
Transferable water	9,075	9,117
Water Contracts	29,910	31,261
Total long-term assets	43,764	45,157
less: Current portion	(1,351)	(1,351)
	\$ 42,413	\$ 43,806

On August 6, 2015, Tejon Ranchcorp, or Ranchcorp, a wholly-owned subsidiary of Tejon Ranch Co., entered into a Water Supply Agreement with Pastoria Energy Facility, L.L.C., or PEF. PEF is the current lessee under the power plant lease. Pursuant to the Water Supply Agreement, on January 1, 2016, PEF may purchase from Ranchcorp up to 2,000 acre-feet of water and from January 1, 2017 through July 31, 2030, PEF may purchase from Ranchcorp up to 3,500 acre-feet of water per year, with an option to extend the term. PEF is under no obligation to purchase water from Ranchcorp in any year, but is required to pay Ranchcorp an annual option payment equal to 30% of the maximum annual payment. The price of the water under the Water Supply Agreement is \$1,025 per acre foot of annual water, subject to 3% annual increases commencing January 1, 2017. The Water Supply Agreement contains other customary terms and conditions, including representations and warranties, which are typical for agreements of this type. The Company's commitments to sell water can be met through current water assets.

## 7. ACCRUED LIABILITIES AND OTHER

Accrued liabilities and other consists of the following:

(\$ in thousands)	December 31, 2016	December 31, 2015
Accrued vacation	\$ 901	\$ 801
Accrued paid personal leave	590	585
Accrued bonus	1,346	1,549
Other	351	557
	\$ 3,188	\$ 3,492

## 8. LINE-OF-CREDIT AND LONG-TERM DEBT

Debt consists of the following:

(\$ in thousands)	December 31, 2016	December 31, 2015
Revolving line of credit	\$ 7,700	\$ —
Notes payable	73,400	74,215
Other borrowings	467	—
Total short-term and long-term debt	81,567	74,215
Less line-of-credit and current maturities of long-term debt	(11,553)	(815)
Less deferred loan costs	(161)	(177)
Long-term debt, less current portion	\$ 69,853	\$ 73,223

On October 13, 2014, the Company as borrower entered into an Amended and Restated Credit Agreement, a Term Note and a Revolving Line of Credit Note, with Wells Fargo, or collectively the Credit Facility. The Credit Facility adds a \$70,000,000 term loan, or Term Loan to the existing \$30,000,000 revolving line of credit, or RLC. Funds from the Term Loan were used to finance the Company's purchase of DMB TMV LLC's interest in TMV LLC as disclosed in the Current Report on Form 8-K filed on July 16, 2014. The Term Loan had a \$69,439,000 balance as of December 31, 2016. Any future borrowings under the RLC will be used for ongoing working capital requirements and other general corporate purposes. To maintain availability of funds under the RLC, undrawn amounts under the RLC will accrue a commitment fee of 10 basis points per annum. The Company's ability to borrow additional funds in the future under the RLC is subject to compliance with certain financial covenants and making certain representations and warranties.

The RLC had an outstanding balance of \$7,700,000 and no outstanding balance as of December 31, 2016 and 2015, respectively. At the Company's option, the interest rate on this line of credit can float at 1.50% over a selected LIBOR rate or can be fixed at 1.50% above LIBOR for a fixed rate term. During the term of this credit facility (which matures in September 2019), we can borrow at any time and partially or wholly repay any outstanding borrowings and then re-borrow, as necessary.

The interest rate per annum applicable to the Term Loan is LIBOR (as defined in the Term Note) plus a margin of 170 basis points. The interest rate for the term of the note has been fixed through the use of an interest rate swap at a rate of 4.11%. The Term Loan requires interest only payments for the first two years of the term and thereafter requires monthly amortization payments pursuant to a schedule set forth in the Term Note, with the final outstanding principal amount due October 5, 2024. The Company may make voluntary prepayments on the Term Loan at any time without penalty (excluding any applicable LIBOR or interest rate swap breakage costs). Each optional prepayment will be applied to reduce the most remote principal payment then unpaid. The Credit Facility is secured by the Company's farmland and farm assets, which include equipment, crops and crop receivables and the PEF power plant lease and lease site, and related accounts and other rights to payment and inventory.

The Credit Facility requires compliance with three financial covenants: (a) total liabilities divided by tangible net worth not greater than 0.75 to 1.0 at each quarter end; (b) a debt service coverage ratio not less than 1.25 to 1.00 as of each quarter end on a rolling four quarter basis; and (c) maintain liquid assets equal to or greater than \$20,000,000. At December 31, 2016 and 2015, we were in compliance with all financial covenants.

The Credit Facility also contains customary negative covenants that limit the ability of the Company to, among other things, make capital expenditures, incur indebtedness and issue guaranties, consummate certain assets sales, acquisitions or mergers, make investments, pay dividends or repurchase stock, or incur liens on any assets.

The Credit Facility contains customary events of default, including: failure to make required payments; failure to comply with terms of the Credit Facility; bankruptcy and insolvency; and a change in control without consent of the bank (which consent will not be unreasonably withheld). The Credit Facility contains other customary terms and conditions, including representations and warranties, which are typical for credit facilities of this type.

The foregoing descriptions of the Credit Facility documents are qualified in their entirety by reference to each such material contract. Copies of the Credit Facility documents are filed as Exhibits 10.31 through 10.33 in the Current Report on Form 8-K filed October 17, 2014. The balance of the long-term debt instruments listed above approximates the fair value of the instrument.

During the third quarter of 2013, we entered into a promissory note agreement with CMFG Life Insurance Company, to pay a principal amount of \$4,750,000 with principal and interest due monthly starting on October 1, 2013. The interest rate on this promissory note is 4.25% per annum, with monthly principal and interest payments of \$102,700 ending on September 1, 2028. The proceeds from this promissory note were used to eliminate debt that had been previously used to provide long-term financing for a building being leased to Starbucks and provide additional working capital for future investment. The current balance on the note is \$3,961,000. The balance of this long-term debt instrument listed above approximates the fair value of the instrument.

The following table summarizes our outstanding indebtedness and respective principal maturities as of December 31,

(\$ in thousands)	2017	2018	2019	2020	2021	Thereafter	Total
Term loan	\$ 3,393	\$ 3,563	\$ 3,715	\$ 3,881	\$ 4,051	\$ 50,836	\$ 69,439
Promissory note	266	277	289	302	315	2,512	3,961
Other borrowings	194	218	54	—	—	—	466
Total long-term debt	<u>\$ 3,853</u>	<u>\$ 4,058</u>	<u>\$ 4,058</u>	<u>\$ 4,183</u>	<u>\$ 4,366</u>	<u>\$ 53,348</u>	<u>\$ 73,866</u>

## 9. OTHER LIABILITIES

Other liabilities consist of the following:

(\$ in thousands)	December 31, 2016	December 31, 2015
Pension liability (See Note 15)	\$ 2,931	\$ 2,263
Interest rate swap liability (See Note 10)	1,865	2,905
Supplemental executive retirement plan liability (See Note 15)	8,015	7,999
Other	223	84
	<u>\$ 13,034</u>	<u>\$ 13,251</u>

For the captions presented in the table above, please refer to the respective Notes to Consolidated Financial Statements for further detail.

## 10. INTEREST RATE SWAP LIABILITY

During October 2014, the Company entered into an interest rate swap agreement to hedge cash flows tied to changes in the underlying floating interest rate tied to LIBOR for the Term Loan as discussed in Note 8 (Line of Credit and Long-Term Debt) of the Notes to Consolidated Financial Statements. The ineffective portion of the change in fair value of our interest rate swap agreement is required to be recognized directly in earnings. During the year ended December 31, 2016, our interest rate swap agreement was 100% effective; because of this, no hedge ineffectiveness was recognized in earnings. Changes in fair value, including accrued interest and adjustments for non-performance risk, on the effective portion of our interest rate swap agreements that are designated and that qualify as cash flow hedges are classified in accumulated other comprehensive loss. Amounts classified in accumulated other comprehensive loss are subsequently reclassified into earnings in the period during which the hedged transactions affect earnings. As of December 31, 2016, the fair values of our interest rate swap agreement aggregating a liability balance were classified in other liabilities based upon its respective fair value. We had the following outstanding interest rate swap agreement designated as cash flow hedges of interest rate risk as of December 31, 2016 (\$ in thousands):

Effective Date	Maturity Date	Fair Value Hierarchy	Weighted Average Interest Pay Rate	Fair Value as of 12/31/2016	Notional Amount as of 12/31/2016
October 15, 2014	October 5, 2024	Level 2	4.11%	\$(1,865)	\$69,439



## 11. STOCK COMPENSATION - RESTRICTED STOCK AND PERFORMANCE SHARE GRANTS

The Company's stock incentive plans provide for the making of awards to employees based upon a service condition or through the achievement of performance-related objectives. The Company has issued three types of stock grant awards under these plans: restricted stock with service condition vesting; performance share grants that only vest upon the achievement of specified performance conditions, such as corporate cash flow goals, or Performance Condition Grants; and performance share grants that include threshold, target, and maximum achievement levels based on the achievement of specific performance milestones, or Performance Milestone Grants. The Company has also granted performance share grants that contain both performance-based and market-based conditions. Compensation cost for these awards is recognized based on either the achievement of the performance-based conditions, if they are considered probable, or if they are not considered probable, on the achievement of the market-based condition. Failure to satisfy the threshold performance conditions will result in the forfeiture of shares. Forfeiture of share awards with service conditions or performance-based restrictions results in a reversal of previously recognized share-based compensation expense. Forfeiture of share awards with market-based restrictions does not result in a reversal of previously recognized share-based compensation expense.

The following is a summary of the Company's performance share grants with performance conditions for the year ended December 31, 2016:

Performance Share Grants with Performance Conditions	
Below threshold performance	—
Threshold performance	133,073
Target performance	293,967
Maximum performance	440,751

The following is a summary of the Company's stock grant activity, both time and performance unit grants, assuming target achievement for outstanding performance grants for the following twelve month periods ended:

	December 31, 2016	December 31, 2015	December 31, 2014
Stock Grants Outstanding Beginning of the Year at Target Achievement	272,353	237,045	265,701
New Stock Grants/Additional shares due to maximum achievement	287,091	114,221	165,996
Vested Grants	(172,749)	(52,436)	(41,694)
Expired/Forfeited Grants	(524)	(26,477)	(152,958)
Stock Grants Outstanding at Target Achievement	<u>386,171</u>	<u>272,353</u>	<u>237,045</u>

The unamortized cost associated with nonvested stock grants and the weighted-average period over which it is expected to be recognized as of December 31, 2016 was \$3,308,025 and 22 months, respectively. The fair value of restricted stock with time-based vesting features is based upon the Company's share price on the date of grant and is expensed over the service period. Fair value of performance grants that cliff vest based on the achievement of performance conditions is based on the share price of the Company's stock on the day of grant once the Company determines that it is probable that the award will vest. This fair value is expensed over the service period applicable to these grants. For performance grants that contain a range of shares from zero to maximum we determine, based on historic and projected results, the probability of (1) achieving the performance objective, and (2) the level of achievement. Based on this information, we determine the fair value of the award and measure the expense over the service period related to these grants. Because the ultimate vesting of all performance grants is tied to the achievement of a performance condition, we estimate whether the performance condition will be met and over what period of time. Ultimately, we adjust compensation cost according to the actual outcome of the performance condition. Under the Non-Employee Director Stock Incentive Plan, or NDSI Plan, each non-employee director receives his or her annual compensation in stock.

Beginning in the second half of 2013, the Compensation Committee of the Board conducted a compensation study prepared by an outside consultant that was completed during the first quarter of 2014. One of the outcomes of the compensation study was that the Board elected to modify selected outstanding and unvested performance share grants, or the existing performance milestone grants, and issue new milestone performance grants. The Company has assessed that it is probable that these new performance milestones will be met.

As discussed above, the performance share grant approved by the Board in March 2014, included the modification of existing performance milestone grants totaling 133,890 restricted stock units and the issuance of new performance share grants totaling 89,837 restricted stock units. The restricted stock units of the modified existing performance milestone grants have been accounted for as probable-to-probable modification since the Company has determined that achieving the existing performance milestones was probable. The unamortized total cost relating to these probable-to-probable modified performance share grants is being recognized ratably over the new requisite service period. The impact of modifying the existing performance stock grants is an annual expense of \$1,109,000 over the service period. The values for the 2014 performance grants, including the new milestone grants, are fixed at threshold, target and maximum performance values, meaning that the amount of shares at vesting will vary depending on the stock price at that time. The total value for these grants at maximum performance is \$5,702,000. During the second quarter of 2015, the 2014 performance milestone grants were modified to fix the number of shares to be received rather than have the number of shares to be issued at vesting float with the price of the stock, which converted the awards from liability awards to equity awards. As such, we reclassified \$1,065,000 from other liabilities to equity. In accordance with ASC 718, "Compensation - Stock Compensation," this resulted in a probable-to-probable modification and had no impact on earnings. In 2016, these milestone performance grants were met at levels above target and at target achievement levels.

The following table summarizes stock compensation costs for the Company's 1998 Stock Incentive Plan, or the Employee 1998 Plan, and NDSI Plan for the following periods:

Employee 1998 Plan:	December 31, 2016	December 31, 2015	December 31, 2014
Expensed	\$ 3,847,000	\$ 2,989,000	\$ 2,645,000
Capitalized	296,000	165,000	95,000
	4,143,000	3,154,000	2,740,000
NDSI Plan	738,000	768,000	889,000
	\$ 4,881,000	\$ 3,922,000	\$ 3,629,000

## 12. INCOME TAXES

The Company accounts for income taxes using ASC 740, "Income Taxes" which is an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized differently in the financial statements and the tax returns. The provision for income taxes consists of the following at December 31:

(\$ in thousands)	2016	2015	2014
Total provision:	\$ 336	\$ 1,125	\$ 2,697
Federal:			
Current	(758)	1,521	2,289
Deferred	1,021	(682)	(313)
	263	839	1,976
State:			
Current	(145)	585	603
Deferred	218	(299)	118
	73	286	721
	\$ 336	\$ 1,125	\$ 2,697

The reasons for the difference between total income tax expense and the amount computed by applying the statutory Federal income tax rate of 34% to income before taxes are as follows for the years ended December 31:

(\$ in thousands)	2016	2015	2014
Income tax at statutory rate	\$ 304	\$ 1,360	\$ 2,912
State income taxes, net of Federal benefit	42	213	452
Oil and mineral depletion	(161)	(213)	(385)
Permanent differences	82	(92)	(172)
Other	69	(143)	(110)
Total provision	\$ 336	\$ 1,125	\$ 2,697

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows at December 31:

(\$ in thousands)	2016	2015
Deferred income tax assets:		
Accrued expenses	\$ 561	\$ 578
Deferred revenues	654	652
Capitalization of costs	3,224	3,023
Pension adjustment	4,690	4,396
Stock grant expense	2,309	3,593
State deferred taxes	37	221
Book deferred gains	1,912	1,711
Joint venture allocations	932	860
Provision for additional capitalized costs	1,003	1,003
Interest rate swap	799	1,244
Other	41	3
Total deferred income tax assets	\$ 16,162	\$ 17,284
Deferred income tax liabilities:		
Deferred gains	\$ 51	\$ 1,390
Depreciation	5,279	5,040
Cost of sales allocations	1,252	1,252
Joint venture allocations	5,389	3,121
Straight line rent	926	929
Prepaid expenses	323	149
State deferred taxes	470	617
Other	190	127
Total deferred income tax liabilities	\$ 13,880	\$ 12,625
Net deferred income tax asset	\$ 2,282	\$ 4,659
Allowance for deferred tax assets	—	—
Net deferred taxes	\$ 2,282	\$ 4,659

Due to the nature of our deferred tax assets, the Company believes they will be used through operations in future years and a valuation allowance is not necessary.

The Company made total federal and state income tax payments of \$1,750,000 in 2016 and \$2,100,000 during 2015. The Company received refunds of \$615,000 and \$283,000 in 2016 and 2015, respectively.

The Company evaluates its tax positions for all income tax items based on their technical merits to determine whether each position satisfies the "more likely than not to be sustained upon examination" test. The tax benefits are then measured as the largest amount of benefit, determined on a cumulative basis, that is "more likely than not" to be realized upon ultimate settlement. As a result of this evaluation, the Company determined there were no uncertain tax positions that required recognition and measurement for the years ended December 31, 2016 and 2015 within the scope of ASC 740, "Income Taxes." Tax years from 2014 to 2016 and 2013 to 2016 remain available for examination by the Federal and California State taxing authorities, respectively.

### 13. LEASES

The Company is a lessor of certain property pursuant to various commercial lease agreements having terms ranging up to 60 years. The Company generates income from commercial rents. The following is a summary of income from commercial rents included in real estate revenue as of December 31:

	2016		2015		2014	
Base rent	\$	5,613,000	\$	5,208,000	\$	4,934,000
Percentage rent	\$	495,000	\$	652,000	\$	422,000

Future minimum rental income on commercial, communication and right-of-way on non-cancelable leases as of December 31, 2016:

	2017	2018	2019	2020	2021	Thereafter
\$	5,330	\$ 5,063	\$ 4,996	\$ 5,006	\$ 4,708	\$ 23,980

### 14. COMMITMENTS AND CONTINGENCIES

In 2016, the Company paid \$8,529,000 for water contracts. These estimated water contract payments consist of SWP, contracts with Wheeler Ridge Maricopa Water Storage District, Tejon-Castac Water District, or TCWD, Tulare Lake Basin Water Storage District, Dudley-Ridge Water Storage District and the Nickel water contract. These contracts for the supply of future water run through 2035 and 2044. The Tulare Lake Basin Water Storage District and Dudley-Ridge Water Storage District SWP contracts have now been transferred to AVEK, for our use in the Antelope Valley. As discussed in Note 6 (Long-Term Water Assets) of the Notes to Consolidated Financial Statement, we purchased the assignment of a contract to purchase water in late 2013. The assigned water contract is with Nickel Family, LLC, and obligates us to purchase 6,693 acre-feet of water annually starting in 2014 and running through 2044.

The Company is obligated to make payments of approximately \$800,000 per year through 2021 to the Tejon Ranch Conservancy as prescribed in the Conservation Agreement we entered into with five major environmental organizations in 2008. Our advances to the Tejon Ranch Conservancy are dependent on the occurrence of certain events and their timing, and are therefore subject to change in amount and period. These amounts are recorded in construction in progress for the Centennial, Grapevine and MV projects.

The Company exited a consulting contract during the second quarter of 2014 related to the Grapevine Development and is obligated to pay an earned incentive fee at the time of successful receipt of project entitlements and at a value measurement date five-years after entitlements have been achieved for Grapevine. The final amount of the incentive fees will not be finalized until the future payment dates. The Company believes that net savings from exiting the contract over this future time period will more than offset the incentive payment costs.

The Tejon Ranch Public Facilities Financing Authority, or TRPFFA, is a joint powers authority formed by Kern County and TCWD to finance public infrastructure within the Company's Kern County developments. TRPFFA has created two Community Facilities Districts, or CFDs, the West CFD and the East CFD. The West CFD has placed liens on 420 acres of the Company's land to secure payment of special taxes related to \$28,620,000 of bond debt sold by TRPFFA for TRCC-West. The East CFD has placed liens on 1,931 acres of the Company's land to secure payments of special taxes related to \$55,000,000 of bond debt sold by TRPFFA for TRCC-East. At TRCC-West, the West CFD has no additional bond debt approved for issuance. At TRCC-East, the East CFD has approximately \$65,000,000 of additional bond debt authorized by TRPFFA that can be sold in the future.

In connection with the sale of bonds there is a standby letter of credit for \$4,921,000 related to the issuance of East CFD bonds. The standby letter of credit is in place to provide additional credit enhancement and cover approximately two years' worth of interest on the outstanding bonds. This letter of credit will not be drawn upon unless the Company, as the largest land owner in the CFD, fails to make its property tax payments. The Company believes that the letter of credit will never be drawn upon. The letter of credit is for two years and will be renewed in two-year intervals as necessary. The annual cost related to the letter of credit is approximately \$83,000.

The Company is obligated, as a landowner in each CFD, to pay its share of the special taxes assessed each year. The secured lands include both the TRCC-West and TRCC-East developments. Proceeds from the sale of West CFD bonds went to reimburse the Company for public infrastructure related to the TRCC-West development. At December 31, 2016 there were no additional improvement funds remaining from the West CFD bonds and there are \$7,768,000 in improvement funds within the East CFD bonds for reimbursement of cost during 2017 and future years. During 2016, improvement funds totaling \$6,155,000 were distributed. During 2016, the Company paid approximately \$2,585,000 in special taxes. As development continues to occur at TRCC, new owners of land and new lease tenants, through triple net leases, will bear an increasing portion of the assessed special tax. This amount could change in the future based on the amount of bonds outstanding and the amount of taxes paid by others. The assessment of each individual property sold or leased is not determinable at this time because it is based on the current tax rate and the assessed value of the property at the time of sale or on its assessed value at the time it is leased to a third-party. Accordingly, the Company is not required to recognize an obligation at December 31, 2016.

In July 2014, the Company received a copy of a Notice of Intent to Sue, or Notice, dated July 17, 2014 indicating that the Center for Biological Diversity, the Wishtoyo Foundation and Dee Dominguez intend to initiate a lawsuit against the U.S. Fish and Wildlife Service, or USFWS, under the federal Endangered Species Act challenging USFWS's approval of Ranchcorp's Tehachapi Uplands Multiple Species Habitat Conservation Plan, or TUMSHCP, and USFWS's issuance of an Incidental Take Permit, or ITP, to Ranchcorp for the take of federally listed species. The foregoing approvals authorize, among other things, removal of California condor habitat associated with Ranchcorp's potential future development of MV. No lawsuit has been filed at this time. It is not possible to predict whether any lawsuit will actually be filed or whether the Company or Ranchcorp will incur any damages from such a lawsuit.

#### *Mountain Village*

On November 10, 2009, a suit was filed in the U.S. District Court for the Eastern District of California (Fresno division) by David Laughing Horse Robinson, an alleged representative of the federally-unrecognized "Kawaiisu Tribe" (collectively, "Robinson") alleging, inter alia, that the Company does not hold legal title to the land within the MV development that it seeks to develop. The grounds for the federal lawsuit were the subject of a United States Supreme Court decision in 1924 where the United States Supreme Court found against the Indian tribes. The suit named as defendants the Company, two affiliates (Tejon Mountain Village LLC and Tejon Ranchcorp), the County of Kern, and Ken Salazar, in his capacity as U.S. Secretary of the Interior. On March 28, 2016, the United States Supreme Court ruled in favor of the Company and as a result this matter is no longer capable of further litigation.

#### *National Cement*

The Company leases land to National Cement Company of California Inc., or National, for the purpose of manufacturing Portland cement from limestone deposits on the leased acreage. The California Regional Water Quality Control Board, or RWQCB, for the Lahontan Region issued orders in the late 1990s with respect to environmental conditions on the property currently leased to National.

The Company's former tenant Lafarge Corporation, or Lafarge, and current tenant National, continue to remediate these environmental conditions to the RWQCB orders.

The Company is not aware of any failure by Lafarge or National to comply with directives of the RWQCB. Under current and prior leases, National and Lafarge are obligated to indemnify the Company for costs and liabilities arising out of their use of the leased premises. The remediation on environmental conditions is included within the scope of the National or Lafarge indemnity obligations. If the Company were required to remediate the environmental conditions at its own cost, it is unlikely that the amount of any such expenditure by the Company would be material and there is no reasonable likelihood of continuing risk from this matter.

### *Antelope Valley Groundwater Cases*

On November 29, 2004, a conglomerate of public water suppliers filed a cross-complaint in the Los Angeles Superior Court seeking a judicial determination of the rights to groundwater within the Antelope Valley basin, including the groundwater underlying the Company's land near the Centennial project. Four phases of a multi-phase trial have been completed. Upon completion of the third phase, the court ruled that the groundwater basin is currently in overdraft and established a current total sustainable yield. The fourth phase of trial occurred in the first half of 2013 and resulted in confirmation of each party's groundwater pumping for 2011 and 2012. The fifth phase of the trial commenced in February 2014, and concerned 1) whether the United States has a federal reserved water right to basin groundwater, and 2) the rights to return flows from imported water. The court heard evidence on the federal reserved right but continued the trial on the return flow issues while most of the parties to the adjudication discussed a settlement, including rights to return flows. In February 2015, more than 140 parties representing more than 99% of the current water use within the adjudication boundary agreed to a settlement. On March 4, 2015, the settling parties, including Tejon, submitted a Stipulation for Entry of Judgment and Physical Solution to the court for approval. On December 23, 2015, the court entered Judgment approving the Stipulation for Entry of Judgment and Physical Solution. The Company's water supply plan for the Centennial project anticipated reliance on, among other sources, a certain quantity of groundwater underlying the Company's lands in the Antelope Valley. The Company's allocation in the Judgment is consistent with that amount. Prior to the Judgment becoming final, on February 19 and 22, 2016, several parties, including the Willis Class and Phelan Pinon Hills CSD, filed notices of appeal from the Judgment. Appellate briefing will likely occur during the first three quarters of 2017. Notwithstanding the appeals, the parties with assistance from the Court have begun establishment of the Watermaster and administration of the Physical Solution, consistent with the Judgment.

### *Summary and Status of Kern Water Bank Lawsuits*

On June 3, 2010, the Central Delta and South Delta Water Agencies and several environmental groups, including the Center for Biological Diversity (collectively, "Central Delta"), filed a complaint in the Sacramento County Superior Court against the California Department of Water Resources, or DWR, Kern County Water Agency and a number of "real parties in interest," including the Company and TCWD. The lawsuit challenges certain amendments to the SWP contracts that were originally approved in 1995, known as the "Monterey Amendments." Relative to the Company, petitioners in this action sought to invalidate environmental documentation prepared pursuant to the California Environmental Quality Act pertaining to the Kern Water Bank.

The original Environmental Impact Report, or EIR, for the Monterey Amendments was determined to be insufficient in an earlier lawsuit. The current lawsuit principally (i) challenges the adequacy of the remedial EIR that DWR prepared as a result of the original lawsuit and (ii) challenges the validity of the Monterey Amendments on various grounds, including the transfer of the Kern Water Bank ("KWB") lands, from DWR to the Kern County Water Agency and in turn to the Kern Water Bank Authority, or KWBA, whose members are various Kern and Kings County interests, including TCWD, which TCWD has a 2% interest in the KWBA. A parallel lawsuit was also filed by Central Delta in Kern County Superior Court on July 2, 2010, against Kern County Water Agency, also naming the Company and TCWD as real parties in interest, which has been stayed pending the outcome of the other action against DWR. The Company is named on the ground that it "controls" TCWD. This lawsuit has since been moved to the Sacramento County Superior Court. Another lawsuit was filed in Kern County Superior Court on June 3, 2010, by two districts adjacent to the KWB, namely Rosedale Rio Bravo and Buena Vista Water Storage Districts, or Rosedale, asserting that the remedial EIR did not adequately evaluate potential impacts arising from operations of the KWB, but this lawsuit did not name the Company, only TCWD. TCWD has a contract right for water stored in the KWB and rights to recharge and withdraw water. This lawsuit has since been moved to the Sacramento County Superior Court. In an initial favorable ruling on January 25, 2013, the court determined that the challenges to the validity of the Monterey Amendments, including the transfer of the KWB lands, were not timely and were barred by the statutes of limitation, the doctrine of laches, and by the annual validating statute. The substantive hearing on the challenges to the EIR was held on January 31, 2014. On March 5, 2014 the court issued a decision, rejecting all of Central Delta's California Environmental Quality Act, or CEQA, claims, except the Rosedale claim, joined by Central Delta, that the EIR did not adequately evaluate future impacts from operation of the KWB, in particular potential impacts on groundwater and water quality.

On November 24, 2014, the court issued a writ of mandate (the “2014 Writ”) that requires DWR to prepare a revised EIR regarding the Monterey Amendments evaluating the potential operational impacts of the KWB. The 2014 Writ authorizes the continued operation of the KWB pending completion of the revised EIR subject to certain conditions including those described in an interim operating plan negotiated between the KWBA and Rosedale. The writ of mandate, as revised by the court, requires DWR to certify the revised EIR and file the return to the writ of mandate by September 28, 2016. On September 20, 2016 the Director of DWR (a) certified the Revised EIR as in compliance with CEQA, (b) adopted findings, a statement of overriding considerations, and a mitigation, monitoring and reporting program as required by CEQA, (c) made a new finding pertaining to carrying out the Monterey Amendments through continued use and operation of the KWB by the KWBA, and (d) caused a notice of determination to be filed with the Office of Planning and Resources of the State of California on September 22, 2016. On September 28, 2016, DWR filed with the Superior Court its return to the 2014 Writ of mandate.

On November 24, 2014, the court entered a judgment in the Central Delta case (1) dismissing the challenges to the validity of the Monterey Amendments and the transfer of the KWB in their entirety and (2) granting in part, and denying, in part, the CEQA petition for writ of mandate. Central Delta has appealed the judgment and the KWBA and certain other parties have filed a cross-appeal with regard to certain defenses to the CEQA cause of action. The appeals are pending in the California Court of Appeal.

On December 3, 2014, the court entered judgment in the Rosedale case (i) in favor of Rosedale in the CEQA cause of action, and (ii) dismissing the declaratory relief cause of action. No appeal of the Rosedale judgment has been filed.

On October 21, 2016, the Central Delta petitioners and a new party, the Center for Food Safety (“CFS Petitioners”), filed a new lawsuit against DWR and naming a number of real parties in interest, including KWBA and TCWD (but not including the Company). The new lawsuit challenges DWR’s (i) certification of the Revised EIR, (ii) compliance with the 2014 Writ and CEQA, and (iii) finding concerning the continued use and operation of the KWB by KWBA. The Superior Court has not scheduled a hearing on DWR’s return to the 2014 Writ or on the CFS Petition. The CFS Petitioners indicate that they intend to seek to stay the Superior Court proceedings on the return to the 2014 Writ and the CFS Petition until a decision of the Court of Appeal on Central Delta’s appeal of the Judgment. To the extent that there may be an adverse outcome of the claims, the monetary value cannot be estimated at this time.

To the extent there may be an adverse outcome of the claims still pending as described above, the monetary value cannot be estimated at this time.

#### *Grapevine*

On December 6, 2016 the Kern County Board of Supervisors granted entitlement approval for the Grapevine project (described below). On January 5, 2017 the Center for Biological Diversity (CBD) and the Center for Food Safety (CFS) filed an action in Kern County Superior Court pursuant to the California Environmental Quality Act (CEQA), against Kern County and the Kern County Board of Supervisors (collectively, the “County”) concerning the County’s granting of approvals for the Grapevine project, including certification of the final environmental impact report and related findings (EIR); approval of associated general plan amendments; adoption of associated zoning maps; adoption of Specific Plan Amendment No. 155, Map No. 500; adoption of Special Plan No. 1, Map No. 202; exclusion from Agricultural Preserve No. 19; and adoption of a development agreement, among other associated approvals. The Company and its wholly-owned subsidiary, Tejon Ranchcorp, are named as real parties in interest in this action.

The action alleges that the County failed to properly follow the procedures and requirements of CEQA including failure to identify, analyze and mitigate impacts to air quality, greenhouse gas emissions, biological resources, traffic, water supply and hydrology, growth inducing impacts, failure to adequately consider project alternatives and to provide support for the County’s findings and statement of overriding considerations in adopting the EIR and failure to adequately describe the environmental setting and project description. As of the publication of this filing there have been no hearings on this matter and the County and real parties in interest have not filed their responsive pleadings. Petitioners seek to invalidate the County’s approval of the project, the environmental approvals and require the County to revise the environmental documentation.

#### *Proceedings Incidental to Business*

From time to time, we are involved in other proceedings incidental to our business, including actions relating to employee claims, environmental law issues, real estate disputes, contractor disputes and grievance hearings before labor regulatory agencies.

The outcome of these other proceedings is not predictable. However, based on current circumstances, we do not believe that the ultimate resolution of these other proceedings, after considering available defenses and any insurance coverage or indemnification rights, will have a material adverse effect on our financial position, results of operations or cash flows either individually or in the aggregate.

## 15. RETIREMENT PLANS

The Company sponsors a defined benefit retirement plan that covers eligible employees hired prior to February 1, 2007. The benefits are based on years of service and the employee's five-year final average salary. The accounting for the defined benefit plan requires the use of assumptions and estimates in order to calculate periodic benefit cost and the value of the plan's assets and benefit obligation. These assumptions include discount rates, investment returns, and project salary increases, amongst others. The discount rates used in valuing the plan's benefits obligations were determined with reference to high quality corporate and government bonds that are appropriately matched to the duration of the plan's obligation.

Contributions are intended to provide for benefits attributable to service both to date and expected to be provided in the future. The Company funds the plan in accordance with the Employee Retirement Income Security Act of 1974, or ERISA. The following table sets forth changes in the plan's net benefit obligation and accumulated benefit information as of December 31:

(\$ in thousands)	2016	2015
<b>Change in benefit obligation - Pension</b>		
Benefit obligation at beginning of year	\$ 8,970	\$ 11,051
Service cost	223	265
Interest cost	406	466
Actuarial gain/assumption changes	378	(1,239)
Benefits paid	(50)	(33)
Settlements paid	(22)	(1,540)
Benefit obligation at end of year	<u>\$ 9,905</u>	<u>\$ 8,970</u>
Accumulated benefit obligation at end of year	<u>\$ 8,475</u>	<u>\$ 7,661</u>
<b>Change in Plan Assets</b>		
Fair value of plan assets at beginning of year	\$ 6,707	\$ 7,972
Actual return on plan assets	339	(142)
Employer contribution	—	450
Benefits/expenses paid	(50)	(33)
Settlements paid	(22)	(1,540)
Fair value of plan assets at end of year	<u>\$ 6,974</u>	<u>\$ 6,707</u>
Funded status - liability	<u>\$ (2,931)</u>	<u>\$ (2,263)</u>
<b>Amounts recorded in equity</b>		
Net actuarial loss	\$ 3,465	\$ 3,123
Prior service cost	(61)	(90)
Total amount recorded	<u>\$ 3,404</u>	<u>\$ 3,033</u>
Amount recorded, net taxes	<u>\$ 2,042</u>	<u>\$ 1,820</u>

Other changes in plan assets and benefit obligations recognized in other comprehensive income include the following as of December 31:

(\$ in thousands)	2016	2015
Net loss (gain)	\$ 556	\$ (482)
Recognition of net actuarial loss	(213)	(849)
Recognized prior service cost	29	29
Total changes	<u>\$ 372</u>	<u>\$ (1,302)</u>
Changes, net of taxes	<u>\$ 188</u>	<u>\$ (781)</u>



The Company expects to recognize the following amounts as a component of net periodic pension costs during the next fiscal year:

Amortization net actuarial gain	\$	230
Amortization prior service cost	\$	(29)

At December 31, 2016 and 2015 the Company had a long-term pension liability. The Company has always valued its plan assets as of December 31 each year so there were no additional transition impacts upon implementation of a year-end measurement date for plan assets as required by ASC 715 "Compensation - Retirement Benefits." For 2017, the Company is estimating that contributions to the pension plan will be approximately \$0.

Based on actuarial estimates, it is expected that annual benefit payments from the pension trust will be as follows:

	2017		2018		2019		2020		2021		Thereafter
\$	181	\$	179	\$	245	\$	257	\$	269	\$	2,121

Plan assets consist of equity, debt and short-term money market investment funds. The plan's current investment policy targets 65% equities, 25% debt and 10% money market funds. Equity and debt investment percentages are allowed to fluctuate plus or minus 20% around the respective targets to take advantage of market conditions. As an example, equities can fluctuate from 78% to 52% of plan assets. At December 31, 2016, the investment mix was approximately 60% equity, 29% debt, and 11% money market funds. At December 31, 2015, the investment mix was approximately 61% equity, 33% debt and 6% money market funds. Equity investments consist of a combination of individual equity securities plus value funds, growth funds, large cap funds and international stock funds. Debt investments consist of U.S. Treasury securities and investment grade corporate debt. The weighted-average discount rate and rate of increase in future compensation levels used in determining the periodic pension cost is 4.3% in 2016 and 4.6% in 2015. The expected long-term rate of return on plan assets is 7.5% in 2016 and 2015. The long-term rate of return on plan assets is based on the historical returns within the plan and expectations for future returns. See the following table for fair value hierarchy by investment type at December 31:

(\$ in thousands)	Fair Value Hierarchy	2016	2015
<b>Pension Plan Assets:</b>			
Cash and Cash Equivalents	Level 1	\$ 776	\$ 459
Collective Funds	Level 2	3,423	2,726
Treasury/Corporate Notes	Level 2	1,181	1,181
Corporate Equities	Level 1	1,594	2,341
Fair value of plan assets		<u>\$ 6,974</u>	<u>\$ 6,707</u>

Total pension and retirement expense was as follows for each of the years ended December 31:

(\$ in thousands)	2016	2015	2014
<b>Cost components:</b>			
Service cost	\$ (223)	\$ (265)	\$ (248)
Interest cost	(406)	(466)	(392)
Expected return on plan assets	517	615	576
Net amortization and deferral	(184)	(284)	(45)
Settlement recognition	—	(536)	(407)
Total net periodic pension cost	<u>\$ (296)</u>	<u>\$ (936)</u>	<u>\$ (516)</u>

The Company has a Supplemental Executive Retirement Plan, or SERP, to restore to executives designated by the Compensation Committee of the Board of Directors the full benefits under the pension plan that would otherwise be restricted by certain limitations now imposed under the Internal Revenue Code. The SERP is currently unfunded. The following SERP benefit information is as of December 31:

(\$ in thousands)	2016	2015
<b>Change in benefit obligation - SERP</b>		
Benefit obligation at beginning of year	\$ 7,999	\$ 7,431
Service cost	—	—
Interest cost	323	278
Actuarial gain/assumption changes	129	726
Benefits paid	(436)	(436)
Benefit obligation at end of year	\$ 8,015	\$ 7,999
Accumulated benefit obligation at end of year	\$ 7,482	\$ 7,117
Funded status - liability	\$ (8,015)	\$ (7,999)

(\$ in thousands)	2016	2015
<b>Amounts recorded in stockholders' equity</b>		
Net actuarial loss (gain)	\$ 2,248	\$ 2,462
Prior service cost	—	—
Total amount recorded	\$ 2,248	\$ 2,462
Amount recorded, net taxes	\$ 1,349	\$ 1,477

Other changes in benefit obligations recognized in other comprehensive income for 2016 and 2015 include the following components:

(\$ in thousands)	2016	2015
Net (gain) loss	\$ 129	\$ 726
Recognition of net actuarial gain or (loss)	(343)	(337)
Total changes	\$ (214)	\$ 389
Changes, net of taxes	\$ 638	\$ 233

The Company expects to recognize the following amounts as a component of net periodic pension costs during the next fiscal year (\$ in thousands):

Amortization net actuarial gain or (loss)	\$ 372
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Based on actuarial estimates, it is expected that annual SERP benefit payments will be as follows (\$ in thousands):

2017	2018	2019	2020	2021	Thereafter
\$ 503	\$ 498	\$ 493	\$ 488	\$ 482	\$ 2,559

The weighted-average discount rate and rate of increase in future compensation levels used in determining the actuarial present value of projected benefits obligation was 3.90% and 3.5% for 2016, 4.15% and 3.5% for 2015, and 3.85% and 3.5% for 2014. Total pension and retirement expense was as follows for each of the years ended December 31:

(\$ in thousands)	2016	2015	2014
<b>Cost components:</b>			
Service cost	\$ —	\$ —	\$ 26
Interest cost	323	278	258
Net amortization and deferral	343	337	23
Total net periodic pension cost	\$ 666	\$ 615	\$ 307

## 16. REPORTING SEGMENTS AND RELATED INFORMATION

We currently operate in five reporting segments: commercial/industrial real estate development, resort/residential real estate development, mineral resources, farming, and ranch operations.

Information pertaining to operating results of the Company's reporting segments are as follows:

(\$ in thousands)	December 31, 2016	December 31, 2015	December 31, 2014
<b>Revenues</b>			
Real estate—commercial/industrial (1)	\$ 9,438	\$ 8,272	\$ 7,845
Mineral resources	14,153	15,116	16,255
Farming (2)	18,648	23,836	23,435
Ranch operations (1)	3,338	3,923	3,534
Segment revenues	<u>45,577</u>	<u>51,147</u>	<u>51,069</u>
Equity in unconsolidated joint ventures, net	7,098	6,324	5,294
Gain on sale of real estate	1,044	—	—
Investment income	457	528	696
Other income	158	381	526
Total revenues and other income	<u>54,334</u>	<u>58,380</u>	<u>57,585</u>
<b>Segment Profits (Losses)</b>			
Real estate—commercial/industrial (1)	2,338	1,578	639
Real estate—resort/residential (2)	(1,630)	(2,349)	(2,608)
Mineral resources	6,357	7,720	9,837
Farming (2)	(25)	4,852	7,185
Ranch operations (1)	(2,396)	(2,189)	(2,464)
Segment profits (3)	<u>4,644</u>	<u>9,612</u>	<u>12,589</u>
Equity in unconsolidated joint ventures, net	7,098	6,324	5,294
Gain on sale of real estate	1,044	—	—
Investment income	457	528	696
Other income	158	381	526
Corporate expenses	(12,550)	(12,808)	(10,646)
Income from operations before income taxes	<u>\$ 851</u>	<u>\$ 4,037</u>	<u>\$ 8,459</u>

(1) During the fourth quarter of 2015, the Company reclassified revenues and expenses previously classified as commercial/industrial into a new segment called Ranch Operations. Ranch operations is comprised of grazing leases, game management and other ancillary services supporting the ranch.

(2) During the fourth quarter of 2014, the Company determined hay crop sales previously recorded in the resort/residential segment revenues fit most appropriately with our farming segment revenues. The Company has reclassified prior periods to conform to the current year presentation.

(3) Segment profits are revenues less operating expenses, excluding investment income and expense, corporate expenses, equity in earnings of unconsolidated joint ventures, and income taxes.

The revenue components of the commercial/industrial real estate segment for the years ended December 31 are as follows:

(\$ in thousands)	2016	2015	2014
Pastoria Energy Facility Lease	\$ 3,612	\$ 3,694	\$ 3,445
Tejon Ranch Commerce Center	2,014	1,567	908
Commercial leases	1,587	1,368	1,021
Communication leases	806	784	782
Landscaping and other	709	859	1,181
Land Sale	710	—	508
Total commercial revenues	\$ 9,438	\$ 8,272	\$ 7,845
Equity in earnings of unconsolidated joint ventures	7,098	6,324	5,294
Commercial revenues & equity in earnings of unconsolidated joint ventures	\$ 16,536	\$ 14,596	\$ 13,139

Commercial lease revenue consists of land and building leases to tenants at our commercial retail and industrial developments, base and percentage rents from our PEF power plant lease, communication tower rents, and payments from easement leases. On November 2016, we sold building and land, that was part of our commercial segment, located in Rancho Santa Fe California for \$4,700,000, recognizing a gain of \$1,044,000, which is not included in the numbers above.

The resort/residential real estate development segment is actively involved in the land entitlement and development process internally and through joint venture entities. The segment produced losses of \$1,630,000, \$2,349,000, and \$2,608,000 during the years ended December 31, 2016, 2015, and 2014, respectively.

The mineral resources segment receives oil and mineral royalties from the exploration and development companies that extract or mine the natural resources from our land and receives revenue from water sales. The following table summarizes these activities for each of the years ended December 31:

(\$ in thousands)	2016	2015	2014
Oil and gas	\$ 1,549	\$ 2,661	\$ 6,096
Rock aggregate	1,164	870	1,216
Cement	1,299	1,263	1,043
Land lease for oil exploration	176	157	198
Water sales	9,601	10,165	7,702
Reimbursable costs	364	—	—
Total mineral resources revenues	\$ 14,153	\$ 15,116	\$ 16,255

The farming segment produces revenues from the sale of wine grapes, almonds, pistachios and hay. The revenue components of the farming segment were as follows for each of the year ended December 31:

(\$ in thousands)	2016	2015	2014
Almonds	\$ 7,373	\$ 12,238	\$ 10,036
Pistachios	6,199	6,425	7,585
Wine grapes	3,744	4,338	3,978
Hay	520	749	1,361
Total crop proceeds	17,836	23,750	22,960
Other farming revenues	812	86	475
Total farming revenues	\$ 18,648	\$ 23,836	\$ 23,435

Ranch operations consists of game management revenues and ancillary land uses such as grazing leases and filming. Within game management we operate our High Desert Hunt Club, a premier upland bird hunting club. The High Desert Hunt Club offers over 6,400 acres and 35 hunting fields, each field providing different terrain and challenges. The hunting season runs from mid-October through March. We sell individual hunting packages as well as memberships. Ranch operations also includes Hunt at Tejon, which offers a wide variety of guided big game hunts including trophy Rocky Mountain elk, deer, turkey and wild pig. We offer guided hunts and memberships for both the Spring and Fall hunting seasons.

(\$ in thousands)	2016	2015	2014
Game management	\$ 1,296	\$ 1,658	\$ 1,652
Grazing	1,187	1,484	1,155
High Desert Hunt Club	334	351	302
Filming and other	521	430	425
Total ranch operations revenues	<u>\$ 3,338</u>	<u>\$ 3,923</u>	<u>\$ 3,534</u>

Information pertaining to assets of the Company's reporting segments is as follows for each of the years ended December 31:

(\$ in thousands)		Identifiable Assets	Depreciation and Amortization	Capital Expenditures
	2016			
Real estate - commercial/industrial		\$ 65,290	\$ 551	\$ 5,196
Real estate - resort/residential		243,963	77	16,013
Mineral resources		45,066	1,357	2,161
Farming		36,895	1,150	2,006
Ranch operations		3,893	641	523
Corporate		44,594	773	481
Total		<u>\$ 439,701</u>	<u>\$ 4,549</u>	<u>\$ 26,380</u>
	2015			
Real estate - commercial/industrial		\$ 67,550	\$ 469	\$ 7,023
Real estate - resort/residential		228,064	71	16,404
Mineral resources		46,025	1,501	1,199
Farming		32,542	929	2,583
Ranch operations		4,313	460	299
Corporate		53,425	1,660	540
Total		<u>\$ 431,919</u>	<u>\$ 5,090</u>	<u>\$ 28,048</u>
	2014			
Real estate - commercial/industrial		\$ 67,640	\$ 645	\$ 8,391
Real estate - resort/residential		212,534	76	10,214
Mineral resources		47,434	1,351	—
Farming		34,464	1,633	4,701
Ranch operations		4,295	453	561
Corporate		65,556	713	908
Total		<u>\$ 431,923</u>	<u>\$ 4,871</u>	<u>\$ 24,775</u>

Segment profits (losses) are total revenues less operating expenses, excluding interest income, corporate expenses, equity in earnings of unconsolidated joint ventures, and interest expense. Identifiable assets by segment include both assets directly identified with those operations and an allocable share of jointly used assets. Corporate assets consist primarily of cash and cash equivalents, marketable securities, deferred income taxes, and land and buildings. Land is valued at cost for acquisitions since 1936. Land acquired in 1936, upon organization of the Company, is stated on the basis carried by the Company's predecessor.

## 17. INVESTMENT IN UNCONSOLIDATED AND CONSOLIDATED JOINT VENTURES

The Company maintains investments in joint ventures. The Company accounts for its investments in unconsolidated joint ventures using the equity method of accounting unless the venture is a variable interest entity, or VIE, and meets the requirements for consolidation. The Company's investment in its unconsolidated joint ventures at December 31, 2016 was \$33,803,000. The equity in the income of the unconsolidated joint ventures was \$7,098,000 for the twelve months ended December 31, 2016. The unconsolidated joint ventures have not been consolidated as of December 31, 2016, because the Company does not control the investments. The Company's current joint ventures are as follows:

- Petro Travel Plaza Holdings LLC – TA/Petro is an unconsolidated joint venture with TravelCenters of America, LLC for the development and management of travel plazas and convenience stores. The Company has 50% voting rights and shares 60% of profit and losses in this joint venture. It houses multiple commercial eating establishments as well as diesel and gasoline operations in TRCC. The Company does not control the investment due to its having only 50% voting rights, and because our partner in the joint venture is the managing partner and performs all of the day-to-day operations and has significant decision making authority regarding key business components such as fuel inventory and pricing at the facility. At December 31, 2016, the Company had an equity investment balance of \$18,372,000 in this joint venture.
- Majestic Realty Co. – Majestic Realty Co., or Majestic, is a privately-held developer and owner of master planned business parks in the United States. The Company partnered with Majestic to form two 50/50 joint ventures to acquire, develop, manage, and operate industrial real estate at TRCC. The partners have equal voting rights and equally share in the profit and loss of the joint venture. At December 31, 2016, the Company's investment in these joint ventures was \$1,655,000, which includes our outside basis.
  - In August 2016, we partnered with Majestic to form TRC-MRC 2, LLC to acquire, lease, and maintain a fully occupied warehouse at TRCC-West. The partnership acquired the 651,909 square foot building for \$24,773,000 and was largely financed through a \$21,080,000 promissory note guaranteed by both partners. The note matures in September 2020 and currently has an outstanding principal balance of \$21,080,000.
  - In September 2016, TRC-MRC 1, LLC was formed to develop and operate an approximately 480,480 square foot industrial building at TRCC-East. The joint venture is currently constructing the industrial building.
- Rockefeller Joint Ventures – The Company has three joint ventures with Rockefeller Group Development Corporation or Rockefeller. At December 31, 2016, the Company's combined equity investment balance in these three joint ventures was \$13,776,000.
  - Two joint ventures are for the development of buildings on approximately 91 acres and are part of an agreement for the potential development of up to 500 acres of land in TRCC including pursuing Foreign Trade Zone, or FTZ, designation and development of the property within the FTZ for warehouse distribution and light manufacturing. The Company owns a 50% interest in each of the joint ventures. Currently the Five West Parcel LLC joint venture owns and leases a 606,000 square foot building to Dollar General which has now been extended to April 2022, and includes an option to extend for an additional three years. For operating revenue, please see the following table. The Five West Parcel joint venture currently has an outstanding term loan with a balance of \$10,251,000 that matures on May 5, 2022. The Company and Rockefeller guarantee the performance of the debt. The second of these joint ventures, 18-19 West LLC, was formed in August 2009 through the contribution of 61.5 acres of land by the Company, which is being held for future development. Both of these joint ventures are being accounted for under the equity method due to both members having significant participating rights in the management of the ventures.

- The third joint venture is the TRCC/Rock Outlet Center LLC joint venture that was formed during the second quarter of 2013 to develop, own, and manage a net leasable 326,000 square foot outlet center on land at TRCC-East. The cost of the outlet center was approximately \$87,000,000 and was funded through a construction loan for up to 60% of the costs and the remaining 40% was through equity contributions from the two members. The Company controls 50% of the voting interests of TRCC/Rock Outlet Center LLC, thus it does not control by voting interest alone. The Company is the named managing member, as such we considered the presumption that a managing member controls the limited liability company. The managing member's responsibilities relate to the routine day-to-day activities of TRCC/Rock Outlet Center LLC. However, all operating decisions during development and operations, including the setting and monitoring of the budget, leasing, marketing, financing and selection of the contractor for any of the project's construction, are jointly made by both members of the joint venture. Therefore, the Company concluded that both members have significant participating rights that are sufficient to overcome the presumption of the Company controlling the joint venture through it being named the managing member. Therefore, the investment in TRCC/Rock Outlet Center LLC is being accounted for under the equity method. The TRCC/Rock Outlet Center LLC joint venture is separate from the aforementioned agreement to potentially develop up to 500 acres of land in TRCC. During the fourth quarter of 2013, the TRCC/Rock Outlet Center LLC joint venture entered into a construction line of credit agreement with a financial institution for \$52,000,000 that, as of December 31, 2016, had an outstanding balance of \$50,712,000. The Company and Rockefeller guarantee the performance of the debt.
- Centennial Founders, LLC – Centennial Founders, LLC, or CFL, is a joint venture with TRI Pointe Homes, Lewis Investment Company, and CalAtlantic that was organized to pursue the entitlement and development of land that the Company owns in Los Angeles County. Based on the Second Amended and Restated Limited Company Agreement of Centennial Founders, LLC and the change in control and funding that resulted from the amended agreement, Centennial Founders, LLC qualified as a VIE, beginning in the third quarter of 2009 and the Company was determined to be the primary beneficiary. As a result, Centennial Founders, LLC has been consolidated into our financial statements beginning in that quarter. Our partners retained a noncontrolling interest in the joint venture. On November 30, 2016, CFL and Lewis entered a Redemption and Withdrawal Agreement (the Agreement), whereby Lewis irrevocably and unconditionally withdrew as a member of CFL, CFL redeemed Lewis' entire interest for no consideration. As a result, our noncontrolling interest balance was reduced by \$11,039,000. At December 31, 2016, the Company owned 84.07% of Centennial Founders, LLC.

The Company's investment balance in its unconsolidated joint ventures differs from its respective capital accounts in the respective joint ventures. The differential represents the difference between the cost basis of assets contributed by the Company and the agreed upon contribution value of the assets contributed.

Condensed balance sheet information and statement of operations of the Company's unconsolidated joint ventures are as follows:

**Balance Sheet Information as of December 31:**

	Joint Venture						TRC	
	Assets		Borrowings		Equity		Investment In	
	2016	2015	2016	2015	2016	2015	2016	2015
Petro Travel Plaza Holdings, LLC	\$ 68,652	\$ 64,484	\$ (15,275)	\$ (14,914)	\$ 51,287	\$ 46,710	\$ 18,372	\$ 15,626
Five West Parcel, LLC	16,614	17,278	(10,251)	(10,725)	6,043	6,213	2,837	2,922
18-19 West, LLC	4,623	4,640	—	—	4,621	4,640	1,741	1,750
TRCC/Rock Outlet Center, LLC	86,056	89,289	(50,712)	(51,557)	34,523	36,891	9,198	10,382
TRC-MRC 1, LLC	199	—	—	—	199	—	224	—
TRC-MRC 2, LLC	23,965	—	(21,080)	—	2,592	—	1,431	—
<b>Total</b>	<b>\$ 200,109</b>	<b>\$ 175,691</b>	<b>\$ (97,318)</b>	<b>\$ (77,196)</b>	<b>\$ 99,265</b>	<b>\$ 94,454</b>	<b>\$ 33,803</b>	<b>\$ 30,680</b>
Centennial Founders, LLC	\$ 86,099	\$ 81,981	\$ —	\$ —	\$ 85,281	\$ 81,227	Consolidated	

**Condensed Statement of Operations Information as of December 31:**

	Joint Venture						TRC		
	Revenues			Earnings(Loss)			Equity in Earnings (Loss)		
	2016	2015	2014	2016	2015	2014	2016	2015	2014
Petro Travel Plaza Holdings, LLC	\$ 114,947	\$ 115,776	\$ 122,584	\$ 12,077	\$ 10,629	\$ 8,229	\$ 7,246	\$ 6,377	\$ 4,937
Five West Parcel, LLC	2,887	3,408	3,635	1,029	1,084	442	515	\$ 542	\$ 221
18-19 West, LLC	10	20	60	(129)	(108)	15	(65)	\$ (54)	\$ 7
TRCC/Rock Outlet Center, LLC <sup>1</sup>	9,542	8,988	5,220	(367)	(1,082)	328	(184)	\$ (541)	\$ 164
TRC-MRC 1, LLC	—	—	—	—	—	—	—	\$ —	\$ —
TRC-MRC 2, LLC <sup>2</sup>	1,178	—	—	(828)	—	—	(414)	—	—
Tejon Mountain Village, LLC	—	—	—	—	—	(70)	—	—	(35)
	<u>\$ 128,564</u>	<u>\$ 128,192</u>	<u>\$ 131,499</u>	<u>\$ 11,782</u>	<u>\$ 10,523</u>	<u>\$ 8,944</u>	<u>\$ 7,098</u>	<u>\$ 6,324</u>	<u>\$ 5,294</u>
Centennial Founders, LLC	\$ 520	\$ 749	\$ 1,361	\$ (246)	\$ (140)	\$ 415	Consolidated		

(1) Revenues for TRCC/Rock Outlet Center are presented net of non-cash tenant allowance amortization of \$1.9 million, \$2.1 million, and \$0.7 million as of December 31, 2016, 2015, and 2014, respectively.

(2) Earnings for TRC-MRC 2, LLC include non-cash amortization of purchase accounting adjustments related to in-place leases of \$1.2 million that will be amortized over the remaining lease period.

**18. RELATED PARTY TRANSACTIONS**

During 2014, we had a gain of \$1,145,000 related to a land sale of \$1,268,000 sold to the TA/Petro joint venture. Related to the sale, we recognized \$458,000 of the gain and deferred \$687,000 of the gain, which will be recognized at the time we exit the joint venture or the joint venture is terminated. TA/Petro is an unconsolidated joint venture with TravelCenters of America, LLC for the development and management of travel plazas and convenience stores. The company has 50% voting rights and shares 60% of profit and losses in this joint venture, which owns and operates travel plazas/commercial highway operations in TRCC. See Note 17 (Investments in Unconsolidated and Consolidated Joint Ventures) of the Notes to Consolidated Financial Statements for further detail regarding the TA/Petro unconsolidated joint venture. Also during 2014, the Company completed the asset purchase of DMB TMV LLC's membership interest in TMV LLC, which increased our development in process balance by \$101,648,000.

TCWD is a not-for-profit governmental entity, organized on December 28, 1965, pursuant to Division 13 of the Water Code, State of California. TCWD is a landowner voting district, which requires an elector, or voter, to be an owner of land located within the district. TCWD was organized to provide the water needs for future municipal and industrial development. The Company is the largest landowner and taxpayer within TCWD. The Company has a water service contract with TCWD that entitles us to receive all of TCWD's State Water Project entitlement and all of TCWD's banked water. TCWD is also entitled to make assessments of all taxpayers within the district, to the extent funds are required to cover expenses and to charge water users within the district for the use of water. From time to time, we transact with TCWD in the ordinary course of business. We believe that the terms negotiated for all transactions are no less favorable than those that could be negotiated in arm's length transactions.



## 19. UNAUDITED QUARTERLY OPERATING RESULTS

The following is a tabulation of unaudited quarterly operating results for the years indicated:

(\$ in thousands, except per share)	Total Revenue <sup>1</sup>	Segment Profit (Loss)	Net Income (Loss)	Net Income (Loss) attributable to Common Stockholders	Net Income (loss) Per Share	Net Income(Loss), Per Share attributable to Common Stockholders <sup>2</sup>
2016						
First Quarter	\$ 13,122	\$ 3,186	\$ 1,195	\$ 1,209	\$ 0.06	\$ 0.06
Second Quarter	7,006	56	(728)	(688)	(0.04)	\$ (0.03)
Third Quarter	13,223	1,187	317	324	0.02	\$ 0.02
Fourth Quarter	12,841	215	(269)	(287)	(0.01)	(0.01)
	<u>\$ 46,192</u>	<u>\$ 4,644</u>	<u>\$ 515</u>	<u>\$ 558</u>		
2015						
First Quarter	\$ 16,826	\$ 4,643	\$ 1,601	\$ 1,617	\$ 0.08	\$ 0.08
Second Quarter	7,159	1,362	377	406	0.02	\$ 0.02
Third Quarter	12,187	(614)	(811)	(788)	(0.04)	\$ (0.04)
Fourth Quarter	15,884	4,221	1,745	1,715	0.08	\$ 0.08
	<u>\$ 52,056</u>	<u>\$ 9,612</u>	<u>\$ 2,912</u>	<u>\$ 2,950</u>		

(1) Includes investment income and other income.

(2) Net income (loss) per share on a diluted basis. Quarterly rounding of per share amounts can result in a variance from the reported annual amount.

## REDEMPTION AND WITHDRAWAL AGREEMENT

**THIS REDEMPTION AND WITHDRAWAL AGREEMENT** (this "**Agreement**") is made and entered as of November 30, 2016 (the "**Effective Date**"), by and among CENTENNIAL FOUNDERS, LLC, a Delaware limited liability company, formerly known as RM Development Associates, LLC (the "**Company**"), LEWIS TEJON MEMBER, LLC, a Delaware limited liability company, and Lewis Investment Company, LLC, a California limited liability company ("**Lewis**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Second Amended and Restated LLC Agreement (as defined in Recital A below). This Agreement is entered into with reference to the following facts and circumstances:

### RECITALS

A. The Company is governed by that certain Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC dated as of July 31, 2009 (the "**Second Amended and Restated LLC Agreement**"), entered into by and among Tejon Ranchcorp, a California corporation ("**Tejon**"), Pardee Homes, a California corporation ("**Pardee**"), Standard Pacific Investment Corp., a Delaware limited liability company ("**SPIC**"), and Standard Pacific Corp., a Delaware corporation ("**Standard Pacific**"), which is now known as CalAtlantic Group, Inc., a Delaware corporation ("**CalAtlantic Group**"), and Lewis. Lewis Tejon Member, LLC succeeded to all of the Interest (as such term is defined herein) of Lewis in the Company (on behalf of itself and Lewis collectively the "**Withdrawing Member**"). CalAtlantic Group succeeded to all of Standard Pacific's Interest in the Company (on behalf of itself and SPIC, collectively, "**CalAtlantic**").

B. Pursuant to Article 10 of the Second Amended and Restated LLC Agreement, each Developer has the right to purchase Lots from the Company for the development of for- sale single family attached and/or detached residences.

C. The affiliates of the Withdrawing Member previously sold their home building business and have no present intention to engage directly in the home building business.

D. Pursuant to Section 13.1A of the Second Amended and Restated LLC Agreement, the Withdrawing Member has the right to withdraw as a member of the Company. The Withdrawing Member now desires to exercise its withdrawal right, in part, since it does not presently intend to engage directly in the home building business in the future. The withdrawal of the Withdrawing Member as a member of the Company shall be irrevocable and unconditional and will be further acknowledged and agreed to by the Withdrawing Member pursuant to that certain First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC in the form attached hereto as Exhibit A (the "**First Amendment**") to be executed concurrently with this Agreement.

E. Conditioned upon the irrevocable and unconditional withdrawal of the Withdrawing Member as a member of the Company, Pardee and CalAtlantic (individually, a "**Remaining Developer**" and collectively, the "**Remaining Developers**") and Tejon have agreed, immediately following the Withdrawing Member's withdrawal, to enter into a Second

Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (the "**Second Amendment**"). The Remaining Developers and Tejon are sometimes hereinafter referred to individually, as a "**Remaining Member**" and collectively, as the "**Remaining Members**."

F. The Company and the Withdrawing Member now desire to enter into this Agreement, and the Remaining Members now desire to enter into the Consent, Ratification and Agreement of the Remaining Members in the form attached as Exhibit "A" to this Agreement (the "**CRA**"), to provide for (i) the full and complete redemption of the Withdrawing Member's Interest in the Company, and (ii) such other matters as are agreed to by the Company and the Withdrawing Member.

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**A G R E E M E N T**

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Withdrawal/Redemption of the Interest. Pursuant to the terms and conditions set forth in this Agreement and the First Amendment, the Withdrawing Member hereby irrevocably and unconditionally withdraws as a member of the Company and the Company hereby redeems the Withdrawing Member's entire "Interest" (as defined in the Second Amended and Restated LLC Agreement and as further defined in this Section 1) in the Company (provided the foregoing shall not limit or modify the rights of the Withdrawing Member under Section 2(c) below). For purposes of this Agreement, the Withdrawing Member's "Interest" includes, without limitation, all of the Withdrawing Member's right, title and interest in and to and claims against the Company (including, without limitation, any claims released under Section 7(a) below), any management, voting or other rights under any organizational and operational agreement (whether arising in connection with the Executive Committee, as a member, Developer or otherwise), any right to return of the Withdrawing Member's capital and any yield or return thereon, rights to distributions or allocations of income, profits, credits, losses or deductions, and claims for payment of any fees, debts (including, without limitation, any right to treat the Withdrawing Member's unreturned Capital Contribution as or receive payment of Subordinated Debt) or reimbursement or payment of any other amounts together with any interest thereon owing now or in the future by the Company to the Withdrawing Member and any right, title or interest in or to purchase or acquire any property of the Company, including, without limitation, any right to acquire or purchase Private Sale Lots and Private Sale Commercial Parcels. On the Effective Date, the following actions shall occur concurrently: (a) the Company will redeem in full the Withdrawing Member's Interest, and (b) the Withdrawing Member will irrevocably and unconditionally withdraw from the Company (collectively, the "**Transaction**").

2. Consideration.

(a) Adequacy of Consideration. The Withdrawing Member acknowledges that the release from the Company and Tejon and the indemnity from the Company under this

Agreement for the benefit of the Withdrawing Member constitutes fair, adequate and sufficient consideration under this Agreement for the Transaction.

(b) Non-Responsibility of the Remaining Members and the Company. For the avoidance of any doubt,

(i) in no event shall (A) any Remaining Member or the Company be required to make any payment to the Withdrawing Member in consideration for the Withdrawing Member withdrawing as a member of the Company, (B) any Remaining Member be responsible for the breach of any obligation of any other Remaining Member under this Agreement, the CRA, the First Amendment or any other agreement between any of the Remaining Members and the Withdrawing Member related to the Transaction or otherwise, or (C) the Company be responsible for the breach of any obligation of a Remaining Member under this Agreement, the CRA, the First Amendment or any other agreement between any of the Remaining Members and the Withdrawing Member related to the Transaction or otherwise; and

(ii) the Transaction shall remain in full force and effect and shall not be subject to rescission, set aside, or any similar claim or remedy by the Withdrawing Member, all of which rights and remedies are hereby irrevocably and unconditionally waived by the Withdrawing Member and shall be considered as having been released pursuant to the Withdrawing Member's Release (provided for in Section 7(a) below).

(c) Survival of Indemnification Provisions. Notwithstanding the Transaction (or any other provision set forth in this Agreement or the First Amendment), the indemnification and other provisions set forth in

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Section 16.2 of the Second Amended and Restated LLC Agreement for the benefit of the Withdrawing Member and the other Indemnified Parties described therein shall survive the Withdrawing Member's withdrawal from the Company with respect to any claim that arises on or prior to the Effective Date which is covered under Section 16.2 of the Second Amended and Restated LLC Agreement (an "**Indemnifiable Claim**"); provided however that such indemnification and other provisions shall not cover any breach by the Withdrawing Member of this Agreement or the First Amendment, and provided further that the Withdrawing Member's rights under Section 16.2 of the Second Amended and Restated LLC Agreement shall be subject to the express terms and limitations contained therein and in Section 16.3 of the Second Amended and Restated LLC Agreement. Except as provided above in this Section 2(c) or in the First Amendment, the Withdrawing Member no longer possesses or retains its Interest or any other right, title or interest in or to or claims against the Company. Except as otherwise provided in this Agreement or the First Amendment, the Withdrawing Member has no further duties, liabilities and/or obligations to the Company or any of the Remaining Members with respect to its Interest and/or under the LLC Agreement.

3. Representations and Warranties.

(a) Withdrawing Member's Representations and Warranties. The Withdrawing Member makes the following representations and warranties to the Company as of the Effective Date:

(i) The Withdrawing Member is a limited liability company, duly organized and validly existing under the laws of the state of Delaware, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) The Withdrawing Member has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Withdrawing Member, no further consent or approval is required, and this Agreement constitutes the legal, valid and binding obligation of the Withdrawing Member, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(iii) The execution, delivery and performance of this Agreement does not, and the performance of this Agreement will not: (1) violate or result in a default under the organizational documents of the Withdrawing Member; or (2) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court having jurisdiction over the Withdrawing Member.

(iv) The execution, delivery and performance of this Agreement, the Transaction and any other transactions contemplated hereby do not conflict, and are not inconsistent, with and will not result (with or without the giving of notice or passage of time or both) in a breach of or creation of any lien, charge or encumbrance upon any of the Withdrawing Member's Interest pursuant to the terms of any credit agreement, indenture, lease, guarantee or other instrument to which the Withdrawing Member is a party or by which the Withdrawing Member may be bound or to which it may be subject.

(v) The Withdrawing Member owns its Interest free and clear of all liens and encumbrances or other restrictions of any kind whatsoever of any person whether claiming through the Withdrawing Member or otherwise, except to the extent expressly set forth in the Second Amended and Restated LLC Agreement. The Withdrawing Member's Interest constitutes the entire right, title and interest in and to claims against the Company owned by the Withdrawing Member or any affiliates of the Withdrawing Member.

(vi) Excepting the Withdrawing Member Unreleased Claims (defined below), from and after the Effective Date, the Withdrawing Member shall not have any right, title or interest in or to or claim against the Company or under the Second Amended and Restated LLC Agreement, including, without limitation, any right, title or interest in or to or against any cash flow or any other distributions, capital, profits and losses, management, voting or other rights under any organizational and operational agreement (whether arising in connection with the

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Executive Committee, as a member, Developer or otherwise), or any rights to any receivables (including, without limitation, any right to the Withdrawing Member's unreturned Capital Contribution and/or any right to treat the Withdrawing Member's unreturned Capital Contribution as or receive payment of Subordinated Debt) relating to the Company, including but not limited to, member loans, voluntary loans, payment of fees, repayment of any loan or any other such receivables or any right, title or interest in or to purchase or acquire any

property of the Company, including, without limitation, any right to acquire or purchase Private Sale Lots and Private Sale Commercial Parcels (provided the foregoing shall not limit or modify the rights of the Withdrawing Member under Section 2(c) above or under the First Amendment).

(vii) The Withdrawing Member hereby represents and warrants that it is the owner of the Withdrawing Member Claims and that it has not previously assigned or transferred any of the Withdrawing Member Claims.

(viii) The Withdrawing Member hereby acknowledges and understands that (i) the Company and the Remaining Members intend to carry on with the business of the Company, (ii) the Withdrawing Member has been provided with due opportunity to inquire regarding the ongoing and future prospects of the business and affairs of the Company, and (iii) the Company and its Remaining Members have no affirmative duty to disclose or other duty (including, without limitation, any fiduciary duty) regarding the ongoing and future business and affairs of the Company (including, without limitation, any potential opportunities, profits or earnings which the Withdrawing Member may be foregoing by withdrawing from the Company pursuant to this Agreement) to the Withdrawing Member however such duty might arise by contract, law or otherwise. The Withdrawing Member hereby waives all rights it may have against the Company, its assets or the Remaining Members in connection with the duties and obligations described in the foregoing subsections (i) to (iii) (collectively, the "**Partnership Opportunity Disclosure Obligations**").

(b) Company's Representations and Warranties. The Company hereby represents and warrants to the Withdrawing Member as of the Effective Date as follows:

(i) The Company is a limited liability company duly organized and validly existing under the laws of the state of Delaware, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) The Company has full power and authority to enter into this Agreement and to consummate the Transaction and any other transactions contemplated hereby. This Agreement and the consummation of the Transaction and any other transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company, no further consent or approval is required from the Remaining Members or any other Person except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date, and this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(iii) The execution, delivery and performance of this Agreement does not, and the performance of this Agreement as of the Effective Date will not: (1) violate the organizational documents of the Company; (2) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court having jurisdiction over the Company, or (3) require the Company to obtain any authorization, consent,

approval or waiver from, or to make any filing with, any governmental body or authority except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date.

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(iv) The execution, delivery and performance of this Agreement, the Transaction and any other transactions contemplated hereby as of the Effective Date do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in a breach of any credit agreement, indenture, lease, guarantee or other instrument to which the Company is a party or by which the Company may be bound or to which it may be subject.

(v) Any and all third party consents or approvals necessary for the performance of this Agreement and the transactions contemplated hereby, including without limitation, the Approval from each of the Remaining Members, has been obtained as of the Effective Date.

(vi) The Company hereby represents and warrants that it is the owner of the Company Claims and that it has not previously assigned or transferred any of the Company Claims.

(c) Remaining Member Representations and Warranties. Each Remaining Member hereby represents and warrants to the Withdrawing Member as of the Effective Date as follows:

(i) Such Remaining Member is a limited liability company or corporation duly organized and validly existing under the laws of the state of its formation, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) Such Remaining Member has full power and authority to enter into the CRA and to consummate the transactions contemplated hereby. The CRA and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action on the part of such Remaining Member, no further consent or approval is required from the Remaining Member or any other Person except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date, and the CRA constitutes the legal, valid and binding obligation of such Remaining Member enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(iii) The execution, delivery and performance of the CRA does not, and the performance of the CRA and the transactions contemplated thereby as of the Effective Date will not: (1) violate the organizational documents of such Remaining Member; (2) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court having jurisdiction over such Remaining Member, or (3) require such Remaining Member to obtain any authorization, consent, approval or waiver from, or to make any filing with, any governmental body or authority except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date.

(iv) The execution, delivery and performance of the CRA and the transactions contemplated thereby as of the Effective Date do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in a breach of any credit agreement, indenture, lease, guarantee or other instrument to which such Remaining Member is a party or by which such Remaining Member may be bound or to which it may be subject.

(d) Survival. Each of the representations and warranties of the Company, the Withdrawing Member and each Remaining Member set forth in this Section 3 shall expire if a claim has not been commenced against the applicable party with respect to a breach of a representation or warranty within one (1) year from the Effective Date.

4. Company Acknowledgment. As a material inducement to the Withdrawing Member to enter into this Agreement, the Company hereby acknowledges and agrees that:

(a) AS-IS ACQUISITION. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND THE FIRST AMENDMENT, THE COMPANY IS REDEEMING AND ACQUIRING THE WITHDRAWING

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MEMBER'S INTEREST IN THE COMPANY ON AN "AS-IS/WHERE-IS" AND "WITH ALL FAULTS AND DEFECTS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF THE WITHDRAWING MEMBER (OR ANY AFFILIATE OR REPRESENTATIVE OF THE WITHDRAWING MEMBER), EXPRESS, IMPLIED OR STATUTORY, AS TO SUCH INTEREST, THE COMPANY, OR THE NATURE OR CONDITION OF OR TITLE TO ALL OR ANY OF THE ASSETS OF THE COMPANY.

(b) No Representations. Other than the express representations, warranties, agreements and covenants of the Withdrawing Member as set forth in this Agreement and the First Amendment, neither the Withdrawing Member, nor any Person acting by or on behalf of the Withdrawing Member, has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to the Company or to any of the Remaining Members upon which the Company or any such Remaining Member is relying, or in connection with which the Company or any such Remaining Member has made or will make any decision concerning the Withdrawing Member's Interest, the Company, the Agreement, the liabilities of the Company and/or the assets of the Company (including, without limitation, the Master Project).

5. Management Rights. On the Effective Date, (i) the Withdrawing Member's management, voting, approval or other similar rights with respect to the Company (whether arising in connection with any Voting Interest, the Executive Committee, as a member, Developer or otherwise) shall have been irrevocably and unconditionally terminated, and (ii) all of the Withdrawing Member's appointed Representatives and Alternates to the Executive Committee shall be deemed to have irrevocably and unconditionally resigned from the Executive Committee and the Withdrawing Member shall have no further representation on the Executive Committee of any kind or nature.

6. Deliveries and Transaction Costs.

(a) Withdrawing Member's Deliveries. At or before the Effective Date, the Withdrawing Member shall deliver to the Company the following:

- (i) an executed acknowledgement to the First Amendment, in the Withdrawing Member's capacity as a withdrawing member of the Company;
- (ii) the written resignation of its Representatives and Alternates from the Executive Committee in the form attached as Exhibit B hereto; and
- (iii) such resolutions, authorizations, or other corporate and/or limited liability company documents or agreements relating to the Withdrawing Member and the Company's Members as shall be reasonably requested by the Company.

(b) The Company's Deliveries. At or before the Effective Date, the Company shall deliver to the Withdrawing Member the following:

- (i) the First Amendment, duly executed by the Company and the Remaining Members; and
- (ii) the CRA duly executed by the Remaining Members (the "**CRA**").

(c) Transaction Costs. Each of the parties shall be responsible for the payment of its own out-of-pocket costs, including attorneys' fees, incurred in connection with this Agreement, whether consummated or not.

7. Releases.

(a) As of the Effective Date, the Withdrawing Member, for itself and its affiliates, partners, directors, members, owners, managers, officers, employees and agents (individually, a "**Withdrawing Member Releasing Party**" and collectively, the "**Withdrawing Member Releasing Parties**"), hereby releases and discharges

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(the "**Withdrawing Member Release**") the Company, the Executive Committee (and its appointed Representatives and Alternates), Tejon, each of their respective affiliates, and each of their respective partners, directors, members (excluding the Remaining Developers), owners, managers, officers, employees and agents (collectively, "**Company Releasees**") from all causes of action, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, damages, executions, claims, demands, whatsoever, in law or equity, which any Withdrawing Member Releasing Party, individually or collectively, has, ever had or may have in the future against any Company Releasee, by reason of any matter, cause or thing whatsoever accruing or arising from the beginning of time to the Effective Date with respect to the Second Amended and Restated LLC Agreement, the First Amendment, the Partnership Opportunity Disclosure Obligations, the Company, the Master Project or the Adjacent Property (collectively, the "**Withdrawing Member Claims**"); provided, however, that this Withdrawing Member Release shall not extend to any Withdrawing Member Claims against any Company Releasee arising out of any breach by any such Company Releasee of any of its obligations or representations and warranties expressly set forth in this Agreement, the First Amendment and/or the CRA (or any dispute regarding the interpretation or enforceability of this Agreement, the First Amendment and/or the CRA) (collectively, the "**Withdrawing Member Unreleased Claims**").

It is the intention of the Withdrawing Member Releasing Parties that the release under Section 7(a), with the exception of the Withdrawing Member Unreleased Claims, be effective as a bar to each of the Withdrawing Member Claims hereinabove specified. Each Withdrawing Member Releasing Party understands, acknowledges, and agrees that no Withdrawing Member Unknown Claims (as hereinafter defined), or any facts, events, circumstances, evidence or transactions which could now be asserted or which may hereafter be discovered, shall affect the final, absolute and unconditional nature of the release under Section 7(a). For purposes of this Agreement, "**Withdrawing Member Unknown Claims**" means any and all Withdrawing Member Claims (except for the Withdrawing Member Unreleased Claims) that a Withdrawing Member Releasing Party does not know or suspect to exist in his, her or its favor at the time of the effectiveness of the release under Section 7(a), which if known by such Withdrawing Member Releasing Party would have affected his, her or its decision to give the Withdrawing Member Release provided for herein. With respect to any and all Withdrawing Member Claims, except for Withdrawing Member Unreleased Claims, each of the Withdrawing Member Releasing Parties agrees that upon the Effective Date, each Withdrawing Member Releasing Party shall be deemed to have, and shall have, knowingly and expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

(b) As of the Effective Date, the Company, for itself and its affiliates, directors, members (exclusive of the Remaining Members), owners, managers, officers, employees and agents (individually, a "**Company Releasing Party**" and collectively, the "**Company Releasing Parties**"), hereby releases and discharges (the "**Company Release**") the Withdrawing Member, its affiliates, and their respective partners, directors, members, owners, managers, officers, employees and agents (collectively, "**Withdrawing Member Releasees**") from all causes of action, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, damages, executions, claims, demands, whatsoever, in law or equity, which any Company Releasing Party, individually or collectively, has, ever had or may have in the future against any Withdrawing Member Releasee, by reason of any matter, cause or thing whatsoever accruing or arising from the beginning of time to the Effective Date with respect to the Second Amended and Restated LLC Agreement, the Company, the Master Project or the Adjacent Property (collectively, the "**Company Claims**"); provided, however, that this Company Release shall not extend to (i) any Company Claims against the Withdrawing Member arising out of any breach by the Withdrawing Member of any of its obligations

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or representations and warranties expressly set forth in this Agreement, the First Amendment and/or the other documents delivered pursuant to Section 6(a) hereof (or any dispute regarding the interpretation or enforceability of this Agreement and/or the First Amendment), or any Company Claims against the Withdrawing Member that the Company Releasing Parties may have in response to or defending against an indemnification claim that is not an Indemnifiable Claim made by the Withdrawing Member Releasees pursuant to Section 16.2 of the Second Amended and Restated LLC Agreement (collectively, the "**Company Unreleased Claims**"). It is the intention of the Company Releasing Parties that the release under this Section 7(b), with the exception of the Company Unreleased Claims, be effective as a bar to each of the Company Claims hereinabove specified. Each Company Releasing Party understands, acknowledges, and agrees that no Company Unknown Claims (as hereinafter defined), or any facts, events, circumstances, evidence or transactions which could now be asserted or which may hereafter be discovered, shall affect the final, absolute and unconditional nature of the release under this Section 7(b). For purposes of this Agreement, "**Company Unknown Claims**" means any and all Company Claims (except for the Company Unreleased Claims) that a Company Releasing Party does not know or suspect to exist in his, her or its favor at the time of the effectiveness of the release under this Section 7(b), which if known by such Company Releasing Party would have affected his, her or its decision to give the Company Release provided for herein. With respect to any and all Company Claims, each of the Company Releasing Parties agrees that upon the Effective Date, each Company Releasing Party shall be deemed to have, and shall have, knowingly and expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

(c) EACH OF THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGES THAT IT HAS CAREFULLY REVIEWED THIS SECTION AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THIS AGREEMENT.

AL  
\_\_\_\_\_  
Company's Initials

JMG  
\_\_\_\_\_  
Withdrawing Member's  
Initials

8. Brokers And Finders. Neither party has had any contact or dealings regarding the Master Project, or any communication in connection with the subject matter of this Agreement, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the transactions contemplated herein. In the event that any broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers, trustees, members and managers from and against any and all obligations, liabilities, claims, demands,

liens, encumbrances and losses (including reasonable attorneys' fees), whether direct, contingent or consequential, arising out of, based on, or incurred as a result of such claim. The provisions of this paragraph shall survive the termination of this Agreement.

9. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Neither the Company nor the Withdrawing Member shall assign any of their respective right, title or interest in or to this Agreement.

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(b) Amendments. This Agreement may be amended or modified only by a written instrument executed by the Withdrawing Member and the Company.

(c) Dispute Resolution. Notwithstanding anything to the contrary set forth in this Agreement, in the event of a claim by a party hereto or to the CRA against another party hereto or the CRA arising out of or otherwise relating to this Agreement or the CRA, the parties shall promptly and in good faith attempt to resolve such claim by mutual agreement. In the event the parties are unable to resolve such claim by mutual agreement, the matter shall be settled exclusively by a binding arbitration ("**Arbitration**"), conducted by a single arbitrator (the "**Arbitrator**") chosen by the parties as described below. Any party may initiate the Arbitration by written notice to the other party(ies) and to the Arbitration Tribunal.

The date on which the notice is given is called the "**Arbitration Initiation Date**". The fees and expenses of the Arbitration Tribunal and the Arbitrator shall be shared equally by the Withdrawing Member and the Company, and advanced by them from time to time as required; provided, however, that at the conclusion of the Arbitration, the Arbitrator may award costs and expenses (including the costs of the Arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party.

Except as expressly modified herein, the Arbitration shall be conducted in accordance with the provisions of Section 1280 et seq. of the California Code of Civil Procedure or their successor sections ("**CCP**"), except that Section 1283.05 (discovery) shall not apply, and shall constitute the exclusive procedure and forum for the determination of any claim, including whether the claim is subject to arbitration. The Arbitration shall be conducted under the procedures of the Arbitration Tribunal, except as modified herein. The "**Arbitration Tribunal**" shall be the Los Angeles Office of JAMS/ENDISPUTE ("**JAMS**"), unless the parties to the dispute cannot agree on a JAMS arbitrator, in which case the Arbitration Tribunal shall be the Los Angeles Office of the American Arbitration Association ("**AAA**").

The Arbitrator shall be a retired judge or other arbitrator employed by JAMS selected by mutual agreement of the parties to the dispute, and if they cannot so agree within thirty (30) days after the Arbitration Initiation Date, then the Arbitrator shall be selected from the Large and Complex Case Project ("**LCCP**") panel of the AAA, by mutual agreement of the parties to the dispute. If the parties to the dispute cannot agree on an Arbitrator within sixty (60) days after the Arbitration Initiation Date, then the Arbitrator shall be selected by the AAA, from its LCCP panel, through such procedures as the AAA regularly follows. In all events, the Arbitrator must have had not less than fifteen (15) years' experience as a transactional or litigation lawyer, judge or arbitrator of complex business transactions. If for any reason the AAA does not so act, then any party to the dispute may apply to the Superior Court in and for Los Angeles County, California, for the appointment of a single arbitrator.

No pre-arbitration discovery shall be permitted, except that the Arbitrator shall have the power in his or her sole discretion, on application by any party to the Arbitration, to order pre-arbitration examination solely of those witnesses and documents that the other party intends to introduce as its case-in-chief at the arbitration hearing. Prior to the commencement of arbitration hearings, the Arbitrator shall have the power, in his or her discretion, upon the Withdrawing Member's and/or the Company's motion but not the Arbitrator's own initiative, to order the parties to engage in pre-arbitration mediation for a period not exceeding thirty (30) days before a mediator mutually acceptable to the parties.

The Arbitrator shall try any and all issues of law or fact and be prepared to make the award within ninety (90) days after the close of evidence in the Arbitration. When prepared to make the award, the Arbitrator shall first so inform the parties, who shall have ten (10) days to attempt to resolve the matter by a binding agreement between them. If the parties so resolve the matter, then the Arbitrator shall not make any award. If the parties do not so resolve the matter, the Arbitrator shall make the award on the eleventh day following his notice of being prepared to make the award. The Arbitrator's award shall dispose of all of the claims that are the subject of the Arbitration and shall follow Delaware law and precedent, and shall be a reasoned opinion. The Arbitrator shall be empowered to (i) enter equitable as well as legal relief, (ii) provide all temporary and/or provisional remedies, and (iii) enter

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binding equitable orders. The award rendered by the Arbitrator shall be final and not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction.

(d) Governing Law; Choice of Forum.

(i) Subject to Section 9(c) above, this Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Delaware, without reference to the rules regarding conflict or choice of laws of such State.

(ii) The Withdrawing Member and the Company each acknowledge and agree that, subject to Section 9(c) above, the Superior Court of the State of California in and for Los Angeles County, and the associated federal and appellate courts, shall have exclusive jurisdiction to hear and decide any dispute, controversy or litigation regarding this Agreement or any portion thereof.

(e) Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. This Agreement shall not be construed against either the Company or the Withdrawing Member but shall be construed as a whole, in accordance with its fair meaning, and as if prepared by the Company and the Withdrawing Member jointly.

(f) No Obligation to Third Parties. Except as set forth in the CRA, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(g) Further Assurances. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement. This provision shall survive the Effective Date.

(h) Merger of Prior Agreements. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letter of intent or nonbinding proposal, which shall be of no further force or effect upon execution of this Agreement by the Company and the Withdrawing Member.

(i) Enforcement. The parties shall bear their own attorneys' fees and costs incurred in connection with the negotiation and execution of this Agreement. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement or any document executed in connection with this Agreement (including, without limitation, any dispute as to whether a Claim is an Indemnifiable Claim under Section 16.2 of the Second Amended and Restated LLC Agreement), the prevailing party in such dispute shall be awarded any and all costs and expenses incurred by the prevailing party in enforcing, defending or establishing its rights hereunder or thereunder, including, without limitation, court costs and reasonable attorneys and expert witness fees. In addition to the foregoing award of costs and fees, the prevailing party shall also be entitled to recover its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce any judgment. This provision is separate and several and shall survive the Effective Date.

(j) Time. Time is of the essence of this Agreement. For purposes of this Agreement "business day" shall mean any day other than a Saturday and those days specified as a "holiday" in Section 7 of the California Civil Code. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run to and include the next day which is a business day.

(k) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, then

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**Exhibit 10.39**

the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(l) No Waiver. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and executed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(m) No Offer or Binding Contract. The parties hereto agree that the submission of an unexecuted copy or counterpart of this Agreement by one party to another is not intended by either party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The parties shall be legally bound pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, and (i) both the Withdrawing Member and the Company have fully executed and delivered this Agreement (and the Remaining Members have executed and delivered the Consent, Ratification and Agreement of the Remaining Members attached to this Agreement), and (ii) the Remaining Members and the Withdrawing Member have fully executed and delivered the First Amendment.

(n) Counterparts. This Agreement, and any document executed in connection with this Agreement, may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page.

(o) Notices. Notices or other communications shall be given only by the following methods: (i) hand delivered with a receipt of the addressee or the addressee's agent, (ii) deposited with the United States Post Office by registered or certified mail, return receipt requested, postage prepaid, (iii) deposited with a recognized global or national overnight delivery service, (iv) sent by facsimile transmission, with a telephone or written receipt by the addressee or the addressee's agent, or (v) transmitted by e-mail, with a telephone or written receipt by the addressee or the addressee's agent. All notices and other communications shall be deemed received by the addressee for all purposes of this Agreement on the date of the receipt for delivery (as provided in each case above).

To Withdrawing Member: Lewis Tejon Member, LLC  
1156 N. Mountain Avenue Upland, CA 91785-0670  
Attention: Mr. John M. Goodman Facsimile: (909) 981-9799

With a copy to: Lewis Management Corp. 1156 N. Mountain Avenue Upland, CA 91785-0670  
Attention: W. Bradford Francke Facsimile: (909) 949-6725

To the Company: Centennial Partners, LLC c/o Tejon Ranchcorp  
P.O. Box 1000 Lebec, CA 93243  
Facsimile: (661) 248-3100 Attention: General Counsel

With a copy to: Cox, Castle & Nicholson LLP 50 California

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**Exhibit 10.39**

Street, Suite 3200 San Francisco, CA 94111  
Attention: Mathew A. Wyman, Esq.  
Facsimile: (415) 262-5166

(p) Joint and Several Liability. Lewis and Lewis Tejon Member, LLC shall be jointly and severally liable for the obligations of the Withdrawing Member under this Agreement.

[Signatures appear on next page]

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**Exhibit 10.39**

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**WITHDRAWING MEMBER:** LEWIS TEJON MEMBER, LLC,  
a Delaware limited liability company

By: Lewis Management Corp., a Delaware corporation, its Sole Manager

By: /s/John M Goodman  
John Goodman  
Its: Executive Vice President/CEO/CFO

LEWIS INVESTMENT COMPANY, LLC,  
a California limited liability company

By: Lewis Management Corp., a Delaware corporation, its Sole Manager

By: /s/John M Goodman  
John Goodman  
Its: Executive Vice President/CEO/CFO

**COMPANY:**

CENTENNIAL FOUNDERS, LLC,  
a Delaware limited liability company

By: Tejon Ranchcorp,  
a California corporation, its Development Manager

By: /s/Allen E. Lyda  
Allen E. Lyda  
Its: Executive Vice President and Chief Financial Officer

**CONSENT, RATIFICATION AND AGREEMENT OF THE REMAINING MEMBERS**

Each of the undersigned hereby consents to all of the terms and conditions of the foregoing Redemption and Withdrawal Agreement (the "**Agreement**"). Without limiting the generality of the foregoing, (i) each Remaining Member hereby consents to the Company's execution and delivery of the Agreement, and (ii) each Remaining Member hereby agrees to be bound by the provisions of Sections 3(c), 3(d), 4, 9(c) and 9(i) of the Agreement. Except where otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

In consideration for the release given by the Withdrawing Member Releasing Parties to Tejon pursuant to Section 7(a) above, Tejon, for itself and its affiliates, partners, directors, members, owners, managers, officers, employees and agents (individually, a "**Tejon Releasing Party**" and collectively, the "**Tejon Releasing Parties**"), hereby releases and discharges (the "**Tejon Release**") the Withdrawing Member Releasees, from all claims each Tejon Releasing Party has, ever had or may have in the future against any Withdrawing Member Releasee, by reason of any matter, cause or thing whatsoever accruing or arising from the beginning of time to the Effective Date with respect to the Second Amended and Restated LLC Agreement, the Company, the Master Project or the Adjacent Property (collectively, the "**Tejon Claims**"); provided, however, that this Tejon Release shall not extend to (i) any Tejon Claims against the Withdrawing Member arising out of any breach by the Withdrawing Member of any of its obligations or representations and warranties expressly set forth in the Agreement, the First Amendment and/or the other documents delivered pursuant to Section 6(a) of the Agreement (or any dispute regarding the interpretation or enforceability of this Agreement and/or the First Amendment), or (ii) Tejon Claims against the Withdrawing Member that the Tejon Releasing Parties may have in response to or defending against an indemnification claim that is not an Indemnifiable Claim made by the Withdrawing Member Releasees pursuant to Section 16.2 of the Second Amended and Restated LLC Agreement.

Tejon hereby represents and warrants that it is the owner of the Tejon Claims and that it has not previously assigned or transferred any of the Tejon Claims. It is the intention of the Tejon Releasing Parties that the foregoing release with the exception of the Company Unreleased Claims, be effective as a bar to each of the Company Claims hereinabove specified. Each Tejon Releasing Party understands, acknowledges, and agrees that no Company Unknown Claims, or any facts, events, circumstances, evidence or transactions which could now be asserted or which may hereafter be discovered, shall affect the final, absolute and unconditional nature of the release under this Consent, Ratification and Agreement of the Remaining Members.

With respect to any and all Company Claims, each of the Tejon Releasing Parties agrees that upon the Effective Date, each Tejon Releasing Party shall be deemed to have, and shall have, knowingly and expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

TEJON SPECIFICALLY ACKNOWLEDGES THAT IT HAS CAREFULLY REVIEWED THIS CONSENT, RATIFICATION AND AGREEMENT OF THE REMAINING MEMBERS AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS CONSENT, RATIFICATION AND AGREEMENT OF THE REMAINING MEMBERS ARE A MATERIAL PART OF THE AGREEMENT.

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Tejon's Initials

[Signatures appear on next page]

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**REMAINING DEVELOPERS/MEMBERS:**

**PARDEE HOMES,**

a California corporation

By: /s/ Thomas J. Mitchell

Thomas J. Mitchell

Its: President

By: Name: Its: Authorized Representative

**CALATLANTIC GROUP, INC.,**

a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation

By: /s/ Edward T. McKibbin

Edward T. McKibbin

Its: Authorized Representative

By: /s/ Elliot Mann

Elliot Mann

Its: Authorized Representative

**STANDARD PACIFIC INVESTMENT CORP.,**

a Delaware corporation

By: /s/ Edward T. McKibbin

Edward T. McKibbin

Its: Authorized Representative

By: /s/ Elliot Mann

Elliot Mann

Its: Authorized Representative

*[signatures continue on following page]*

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**REMAINING MEMBER:**

**TEJON RANCH CORP,**  
a California corporation

By: /s/Allen E. Lyda

Allen E. Lyda

Its: Executive Vice President and Chief Financial Officer

*[end of signatures]*

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**EXHIBIT A**

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT  
OF CENTENNIAL FOUNDERS, LLC**

[Attached]

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**FIRST AMENDMENT**  
*to*  
**SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**  
*of*  
**CENTENNIAL FOUNDERS, LLC**

This First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (this “**Amendment**”) is made and effective as of November 30, 2016, by and among Tejon Ranchcorp, a California corporation (“**Tejon**”), Standard Pacific Investment Corp., a Delaware limited liability company (“**SPIC**”), CalAtlantic Group, Inc., a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation (“**Standard Pacific**”) (on behalf of itself and SPIC (unless otherwise noted), collectively, “**CalAtlantic**”), and Pardee Homes, a California corporation (“**Pardee**”; together with Tejon and CalAtlantic, the “**Remaining Members**” and each a “**Remaining Member**”), and acknowledged by Lewis Tejon Member, LLC, a Delaware limited liability company (the “**Withdrawing Member**”) and Lewis Investment Company, LLC, a California limited liability company (“**Lewis**”).

RECITALS

- A. SPIC, Standard Pacific, Pardee, Tejon and Lewis entered into that certain Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (formerly known as RM Development Associates, LLC) (the “**Company**”), dated as of July 31, 2009 (the “**Second Amended and Restated LLC Effective Date**”) (such agreement, the “**Second Amended and Restated LLC Agreement**” and as amended by this Amendment, the “**LLC Agreement**”).
- B. Effective December 31, 2014, Lewis formed the Withdrawing Member and contributed and assigned all of its Interest as a member in the Company to the Withdrawing Member. The Withdrawing Member has succeeded to the entire Interest of Lewis in the Company (and Lewis is the sole member of the Withdrawing Member).
- C. As of the Second Amended and Restated LLC Effective Date, Lewis, Pardee, SPIC and Standard Pacific elected to become Non-Funding Members. Prior to the Amendment Effective Date (as hereinafter defined), the Withdrawing Member, Pardee and CalAtlantic (on behalf of itself and SPIC) remain Non-Funding Members.
- D. As a result of the Non-Funding Members’ failure to fund any additional capital requested under the Second Amended and Restated LLC Agreement, the Percentage Interests of the Members as of immediately prior to the Amendment Effective Date are as follows (the “**Amendment Effective Date Percentage Interests**”):

Tejon	77.11%
Pardee	7.63%
CalAtlantic/SPIC	7.63%
Withdrawing Member	7.63%

- E. Effective concurrently herewith, the Withdrawing Member has agreed to withdraw from the Company and to accept a liquidation of its interest therein (the “**Withdrawal**”) pursuant to that certain Redemption and Withdrawal Agreement dated as of the date hereof by and between the Company and the Withdrawing
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Exhibit 10.39

Member (the “**Redemption Agreement**”).

- F. Effective upon the Withdrawal, the Percentage Interests of the Remaining Members shall be adjusted (by reallocating the Withdrawing Member’s Amendment Effective Date Percentage Interest to the Remaining Members in proportion to such Remaining Members’ relative Amendment Effective Date Percentage Interests) and the Percentage Interests of the Remaining Members immediately following such adjustment shall be as follows:

Tejon	83.48%
Pardee	8.26%
CalAtlantic/SPIC	8.26%

Such reallocation of Percentage Interests shall be for all purposes used in the LLC Agreement, including, without limitation, the obligation to contribute Capital Contributions. Such Percentage Interests shall remain subject to further adjustment and dilution as provided in the LLC Agreement.

- F. The Remaining Members now desire to amend the Second Amended and Restated LLC Agreement as set forth herein and the Withdrawing Member desires to acknowledge the same and its withdrawal from the Company as provided in the Redemption Agreement, all as set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Remaining Members and the Withdrawing Member, the Remaining Members and the Withdrawing Member agree and acknowledge as follows:

1. Recitals. The parties confirm the accuracy of the foregoing Recitals, which are incorporated herein by reference.
2. Withdrawal of the Withdrawing Member. Pursuant to the Redemption Agreement, the Withdrawing Member has concurrently herewith withdrawn as a member of the Company. All of the Withdrawing Member's Representatives and Alternates on the Executive Committee have concurrently herewith resigned. The Company has not dissolved or terminated as a result of this withdrawal of the Withdrawing Member as a member of the Company; on the contrary, the Company's business has continued without interruption and without any breach in continuity.
3. Definitions. Capitalized terms that are used but not otherwise defined in this Amendment are used as defined in the Second Amended and Restated LLC Agreement.

(a) The following definitions are added to Section 1.1A of the Second Amended and Restated LLC Agreement in alphabetical order:

“**Amendment**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Amendment Effective Date**” shall mean the effective date of the execution and delivery of the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC and the Redemption Agreement.

“**Amendment Effective Date Percentage Interests**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

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**Exhibit 10.39**

“**CalAtlantic**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**LLC Agreement**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Redemption Agreement**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Remaining Member**” or “**Remaining Members**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Amended and Restated LLC Agreement**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Amended and Restated LLC Effective Date**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Withdrawal**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Withdrawing Member**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

(b) The following definitions shall replace the existing definitions in Section 1.1A of the Second Amended and Restated LLC Agreement as follows:

“**Company**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Developer(s)**” shall mean and be limited to, individually and collectively, Pardee and CalAtlantic. Pardee and CalAtlantic are sometimes each referred to as a “**Developer**”. SPIC shall not be deemed a “**Developer**” hereunder.

“**Lewis**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Member(s)**” shall mean and be limited to, collectively, Tejon, Pardee and CalAtlantic (on behalf of itself and SPIC).

“**Pardee**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**SPIC**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Standard Pacific**” shall have the meaning provided in the Preamble to the First Amendment to

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**Exhibit 10.39**

Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Tejon**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

(c) Defined terms and their corresponding definitions that are used in the Second Amended and Restated LLC Agreement, but which by virtue of the amended terms and conditions thereof pursuant to this Amendment are no longer used, shall be deemed deleted in their entirety from Section 1.1A of the Second Amended and Restated LLC Agreement.

4. Retention and Access to Books and Records. The Withdrawing Member and its representatives shall continue to have access to the books and records of the Company that are retained by or on behalf of the Company for the period on or prior to the Amendment Effective Date during normal business hours upon reasonable notice to Tejon. The Withdrawing Member may copy all or any part of the books and records for any purpose at its own expense.

5. Tax Allocation. Net Profits and Net Losses for the 2016 taxable year shall be allocated between the Withdrawing Member and the Remaining Members pursuant to a computation method that is in conformity with the methods prescribed by Section 706 of the Code and

Treasury Regulation Section 1.706-1(c)(2)(ii) as reasonably determined by the Executive Committee and reasonably approved by the Withdrawing Member.

6. Tax Returns. The Company shall deliver to the Withdrawing Member a copy of the Company's 2016 federal and state tax returns on the same date that such tax returns are distributed to the Remaining Members.

7. Full Force and Effect. The Second Amended and Restated LLC Agreement as amended by this Amendment shall remain in full force and effect. In the event of a conflict between this Amendment and the Second Amended and Restated LLC Agreement, this Amendment shall govern.

8. Multiple Counterparts and Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which will be considered an original and together will constitute one and the same agreement, binding upon all of the parties hereto. Signatures of the parties to this Amendment may be transmitted by facsimile or other electronic means and shall be treated as originals for all purposes.

9. Joint and Several Liability. Lewis and the Withdrawing Member shall be jointly and severally liable for the obligations of the Withdrawing Member under this Amendment.

[Signatures appear on next page]

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Exhibit 10.39

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by a duly authorized officer as of the date first set forth above.

**REMAINING MEMBERS: TEJON RANCH CORP,**  
a California corporation

By: \_\_\_\_\_  
Allen E. Lyda  
Its: Executive Vice President and Chief Financial Officer

**STANDARD PACIFIC INVESTMENT CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Its: Authorized Representative

By: \_\_\_\_\_  
Name:  
Its: Authorized Representative

**PARDEE HOMES,**  
a California corporation

By: \_\_\_\_\_  
Thomas J. Mitchell  
Its: President

By: \_\_\_\_\_  
Name:  
Its: Authorized Representative

*[signatures continue on following page]*

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**Exhibit 10.39**

**CALATLANTIC GROUP, INC.,**

a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation

By: \_\_\_\_\_

Name:

Its: Authorized Representative

By: \_\_\_\_\_

Name:

Its: Authorized Representative

*[signatures continue on following page]*

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Exhibit 10.39

**ACKNOWLEDGED AND AGREED TO BY THE WITHDRAWING MEMBER AND LEWIS:**

**LEWIS TEJON MEMBER, LLC,**  
a Delaware limited liability company

By: Lewis Management Corp., a Delaware corporation  
Its: Sole Manager

By: \_\_\_\_\_  
John Goodman  
its Executive Vice-President/CEO/CFO

**LEWIS INVESTMENT COMPANY, LLC,**  
a California limited liability company

By: Lewis Management Corp., a Delaware corporation  
Its: Sole Manager

By: \_\_\_\_\_  
John Goodman  
its Executive Vice-President/CEO/CFO

*[end of signatures]*

**EXHIBIT B**

**RESIGNATION OF REPRESENTATIVES AND ALTERNATES FROM THE EXECUTIVE COMMITTEE**

[Attached]

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Exhibit 10.39

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[Exhibit B - Redemption and Withdrawal Agreement]

To: CENTENNIAL FOUNDERS, LLC

In accordance with that certain Redemption and Withdrawal Agreement dated as of November 30, 2016 (the “**Effective Date**”) by and among Centennial Founders, LLC, a Delaware limited liability company, formerly known as RM Development Associates, LLC (the “**Company**”), Lewis Tejon Member, LLC, a Delaware limited liability company (“**Lewis Tejon Member**”), and Lewis Investment Company, LLC, a California limited liability company (“**Lewis**”; Lewis Tejon Member on behalf of itself and Lewis collectively, the “**Withdrawing Member**”) (such agreement, the “**Redemption Agreement**”), (i) John M. Goodman hereby resigns as the sole Representative of the Withdrawing Member, (ii) Randall W. Lewis hereby resigns as an Alternate of the Withdrawing Member, and (iii) Richard A. Lewis hereby resigns as an Alternate of the Withdrawing Member. Such resignations shall be effective as of the concurrent execution of the Redemption Agreement and the First Amendment (as defined hereinafter). Capitalized terms used but not defined herein shall have the meaning set forth in that certain Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC dated as of July 31, 2009, by and among Tejon Ranchcorp, a California corporation (“**Tejon**”), Standard Pacific Corp., a Delaware corporation (“**Standard Pacific**”), Standard Pacific Investment Corp., a Delaware limited liability company (“**SPIC**”), Lewis, and Pardee Homes, a California corporation (“**Pardee**”), as amended by that certain First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (the “**First Amendment**”) dated as of the Effective Date, by and among Tejon, SPIC, CalAtlantic Group, Inc., a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation (on behalf of itself and SPIC (unless otherwise noted)), and Pardee.

The undersigned represent that they constitute the current appointed Representative and Alternates of Withdrawing Member.

Dated as of this 30th day of November, 2016.

/s/ John M. Goodman

/s/ Randall W. Lewis

/s/ Richard A. Lewis

[Exhibit B - Resignation of Representatives and Alternates from the Executive Committee]

**FIRST AMENDMENT**  
*to*  
**SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**  
*of*  
**CENTENNIAL FOUNDERS, LLC**

This First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (this “**Amendment**”) is made and effective as of November 30, 2016, by and among Tejon Ranchcorp, a California corporation (“**Tejon**”), Standard Pacific Investment Corp., a Delaware limited liability company (“**SPIC**”), CalAtlantic Group, Inc., a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation (“**Standard Pacific**”) (on behalf of itself and SPIC (unless otherwise noted), collectively, “**CalAtlantic**”), and Pardee Homes, a California corporation (“**Pardee**”; together with Tejon and CalAtlantic, the “**Remaining Members**” and each a “**Remaining Member**”), and acknowledged by Lewis Tejon Member, LLC, a Delaware limited liability company (the “**Withdrawing Member**”) and Lewis Investment Company, LLC, a California limited liability company (“**Lewis**”).

RECITALS

- A. SPIC, Standard Pacific, Pardee, Tejon and Lewis entered into that certain Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (formerly known as RM Development Associates, LLC) (the “**Company**”), dated as of July 31, 2009 (the “**Second Amended and Restated LLC Effective Date**”) (such agreement, the “**Second Amended and Restated LLC Agreement**” and as amended by this Amendment, the “**LLC Agreement**”).
- B. Effective December 31, 2014, Lewis formed the Withdrawing Member and contributed and assigned all of its Interest as a member in the Company to the Withdrawing Member. The Withdrawing Member has succeeded to the entire Interest of Lewis in the Company (and Lewis is the sole member of the Withdrawing Member).
- C. As of the Second Amended and Restated LLC Effective Date, Lewis, Pardee, SPIC and Standard Pacific elected to become Non-Funding Members. Prior to the Amendment Effective Date (as hereinafter defined), the Withdrawing Member, Pardee and CalAtlantic (on behalf of itself and SPIC) remain Non-Funding Members.
- D. As a result of the Non-Funding Members’ failure to fund any additional capital requested under the Second Amended and Restated LLC Agreement, the Percentage Interests of the Members as of immediately prior to the Amendment Effective Date are as follows (the “**Amendment Effective Date Percentage Interests**”):

Tejon	77.11%
Pardee	7.63%
CalAtlantic/SPIC	7.63%
Withdrawing Member	7.63%

- E. Effective concurrently herewith, the Withdrawing Member has agreed to withdraw from the Company and to accept a liquidation of its interest therein (the “**Withdrawal**”) pursuant to that certain Redemption and Withdrawal Agreement dated as of the date hereof by and between the Company and the Withdrawing Member (the “**Redemption Agreement**”).
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- F. Effective upon the Withdrawal, the Percentage Interests of the Remaining Members shall be adjusted (by reallocating the Withdrawing Member’s Amendment Effective Date Percentage Interest to the Remaining Members in proportion to such Remaining Members’ relative Amendment Effective Date Percentage Interests) and the Percentage Interests of the Remaining Members immediately following such adjustment shall be as follows:

Tejon	83.48%
Pardee	8.26%
CalAtlantic/SPIC	8.26%

Such reallocation of Percentage Interests shall be for all purposes used in the LLC Agreement, including, without limitation, the obligation to contribute Capital Contributions. Such Percentage Interests shall remain subject to further adjustment and dilution as provided in the LLC Agreement.

- F. The Remaining Members now desire to amend the Second Amended and Restated LLC Agreement as set forth herein and the Withdrawing Member desires to acknowledge the same and its withdrawal from the Company as provided in the Redemption Agreement, all as set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Remaining Members and the Withdrawing Member, the Remaining Members and the Withdrawing Member agree and acknowledge as follows:

1. Recitals. The parties confirm the accuracy of the foregoing Recitals, which are incorporated herein by reference.
2. Withdrawal of the Withdrawing Member. Pursuant to the Redemption Agreement, the Withdrawing Member has concurrently herewith withdrawn as a member of the Company. All of the Withdrawing Member's Representatives and Alternates on the Executive Committee have concurrently herewith resigned. The Company has not dissolved or terminated as a result of this withdrawal of the Withdrawing Member as a member of the Company; on the contrary, the Company's business has continued without interruption and without any breach in continuity.
3. Definitions. Capitalized terms that are used but not otherwise defined in this Amendment are used as defined in the Second Amended and Restated LLC Agreement.

(a) The following definitions are added to Section 1.1A of the Second Amended and Restated LLC Agreement in alphabetical order:

“**Amendment**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Amendment Effective Date**” shall mean the effective date of the execution and delivery of the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC and the Redemption Agreement.

“**Amendment Effective Date Percentage Interests**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**CalAtlantic**” shall have the meaning provided in the Preamble to the First Amendment to Second

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Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**LLC Agreement**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Redemption Agreement**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Remaining Member**” or “**Remaining Members**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Amended and Restated LLC Agreement**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Amended and Restated LLC Effective Date**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Withdrawal**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Withdrawing Member**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

(b) The following definitions shall replace the existing definitions in Section 1.1A of the Second Amended and Restated LLC Agreement as follows:

“**Company**” shall have the meaning provided in the Recitals to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Developer(s)**” shall mean and be limited to, individually and collectively, Pardee and CalAtlantic. Pardee and CalAtlantic are sometimes each referred to as a “**Developer**”. SPIC shall not be deemed a “**Developer**” hereunder.

“**Lewis**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Member(s)**” shall mean and be limited to, collectively, Tejon, Pardee and CalAtlantic (on behalf of itself and SPIC).

“**Pardee**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**SPIC**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Standard Pacific**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders,

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LLC.

“**Tejon**” shall have the meaning provided in the Preamble to the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

(c) Defined terms and their corresponding definitions that are used in the Second Amended and Restated LLC Agreement, but which by virtue of the amended terms and conditions thereof pursuant to this Amendment are no longer used, shall be deemed deleted in their entirety from Section 1.1A of the Second Amended and Restated LLC Agreement.

4. Retention and Access to Books and Records. The Withdrawing Member and its representatives shall continue to have access to the books and records of the Company that are retained by or on behalf of the Company for the period on or prior to the Amendment Effective Date during normal business hours upon reasonable notice to Tejon. The Withdrawing Member may copy all or any part of the books and records for any purpose at its own expense.

5. Tax Allocation. Net Profits and Net Losses for the 2016 taxable year shall be allocated between the Withdrawing Member and the Remaining Members pursuant to a computation method that is in conformity with the methods prescribed by Section 706 of the Code and

Treasury Regulation Section 1.706-1(c)(2)(ii) as reasonably determined by the Executive Committee and reasonably approved by the Withdrawing Member.

6. Tax Returns. The Company shall deliver to the Withdrawing Member a copy of the Company's 2016 federal and state tax returns on the same date that such tax returns are distributed to the Remaining Members.

7. Full Force and Effect. The Second Amended and Restated LLC Agreement as amended by this Amendment shall remain in full force and effect. In the event of a conflict between this Amendment and the Second Amended and Restated LLC Agreement, this Amendment shall govern.

8. Multiple Counterparts and Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which will be considered an original and together will constitute one and the same agreement, binding upon all of the parties hereto. Signatures of the parties to this Amendment may be transmitted by facsimile or other electronic means and shall be treated as originals for all purposes.

9. Joint and Several Liability. Lewis and the Withdrawing Member shall be jointly and severally liable for the obligations of the Withdrawing Member under this Amendment.

[Signatures appear on next page]

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IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by a duly authorized officer as of the date first set forth above.

**REMAINING MEMBERS: TEJON RANCH CORP,**  
a California corporation

By: /s/ Allen E. Lyda  
Allen E. Lyda  
Its: Executive Vice President and Chief Financial Officer

**STANDARD PACIFIC INVESTMENT CORP.,**  
a Delaware corporation

By: /s/ Edward T. McKibbin  
Name: Edward T. McKibbin  
Its: Authorized Representative

By: /s/ Elliot Mann  
Name: Elliot Mann  
Its: Authorized Representative

**PARDEE HOMES,**  
a California corporation

By: /s/ Thomas J. Mitchell  
Thomas J. Mitchell  
Its: President

By: /s/ Michael A. McMillen  
Name: Michael A. McMillen  
Its: Vice President

*[signatures continue on following page]*

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**CALATLANTIC GROUP, INC.,**

a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation

By: /s/ Edward T. McKibbin  
Name: Edward T. McKibbin  
Its: Authorized Representative

By: /s/ Elliot Mann  
Name: Elliot Mann  
Its: Authorized Representative

*[signatures continue on following page]*

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**ACKNOWLEDGED AND AGREED TO BY THE WITHDRAWING MEMBER AND LEWIS:**

**LEWIS TEJON MEMBER, LLC,**  
a Delaware limited liability company

By: Lewis Management Corp., a Delaware corporation Its: Sole Manager

By: /s/ John M Goodman  
John Goodman  
its Executive Vice-President/CEO/CFO

**LEWIS INVESTMENT COMPANY, LLC,**  
a California limited liability company

By: Lewis Management Corp., a Delaware corporation Its: Sole Manager

By: /s/ John M Goodman  
John Goodman  
its Executive Vice-President/CEO/CFO

*[end of signatures]*

**SECOND AMENDMENT**  
*to*  
**SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**  
*of*  
**CENTENNIAL FOUNDERS, LLC**

This Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (this “**Amendment**”) is made and entered into as of November 30, 2016 (the “**Second Amendment Effective Date**”), by and among Tejon Ranchcorp, a California corporation (“**Tejon**”), Standard Pacific Investment Corp., a Delaware limited liability company (“**SPIC**”), CalAtlantic Group, Inc., a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware corporation (“**Standard Pacific**”) (on behalf of itself and SPIC (unless otherwise noted), collectively, “**CalAtlantic**”), and Pardee Homes, a California corporation (“**Pardee**”). Except where otherwise defined herein, the capitalized terms used in this Amendment shall have the respective meanings assigned to such terms in the Second Amended and Restated LLC Agreement (as defined in Recital A below). This Amendment is entered into with reference to the following facts and circumstances:

RECITALS

- A. The Company is governed by that certain Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC dated as of July 31, 2009, entered into by and among Tejon, SPIC, Standard Pacific, Pardee and Lewis Investment Company, LLC, a California limited liability company (“**Lewis**”), as amended by that certain First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC (the “**First Amendment**”), made and entered into on November 30, 2016, by the Members and acknowledged and agreed to by Lewis Tejon Member, LLC, a Delaware limited liability company (“**LTM**”), the successor-in-interest to Lewis (collectively, the “**Second Amended and Restated LLC Agreement**” and as amended by this Amendment, the “**LLC Agreement**”).
- B. Pursuant to that certain Redemption and Withdrawal Agreement entered into on November 30, 2016, by and between the Company and LTM (the “**Redemption Agreement**”), LTM agreed to the redemption of its entire Interest in the Company and to withdraw as a member of the Company. The withdrawal of LTM as a member of the Company was memorialized pursuant to the First Amendment.
- C. As of July 31, 2009, Pardee, SPIC and Standard Pacific elected to become Non- Funding Members. Pardee and CalAtlantic (on behalf of itself and SPIC) have remained as Non-Funding Members under the Second Amended and Restated LLC Agreement through the Second Amendment Effective Date.
- D. The Members now desire to amend the Second Amended and Restated LLC Agreement as set forth herein.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree and acknowledge as follows:

- 1. Recitals. The Members confirm the accuracy of the foregoing Recitals, which are incorporated herein
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by reference.

2. Definitions.

(a) The following definitions are added to Section 1.1A of the Second Amended and Restated LLC Agreement in alphabetical order:

“**Amendment**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Applicable Lot Credit**” means \$7,000,000 with respect to each Developer, divided by the total number of developed lots determined to be Private Sale Lots under Section 10.1 based upon such Developer’s then existing Private Sale Lot Percentage.

“**Applicable Aggregate Lot Credit**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**CalAtlantic**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Call Notice**” shall have the meaning given such term in Section 9 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Company Call Election**” shall have the meaning given such term in Section 9 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Disqualified Developer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Eligible Developer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**First Amendment**” shall have the meaning provided in the Recitals to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**First Offered Lot Group**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**First Offered Lot Group Termination**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Limited Approval Rights**” shall have the meaning given such term in Section 7 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**LLC Agreement**” shall have the meaning provided in the Recitals to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

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“**LTM**” shall have the meaning provided in the Recitals to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Non-Electing Developer**” shall have the meaning given such term in Section 9 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Phase(s)**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Planning Area**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Private Sale Lot Percentage**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Redemption Agreement**” shall have the meaning provided in the Recitals to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Amended and Restated LLC Agreement**” shall have the meaning provided in the Recitals to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Amendment Effective Date**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and

Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Specific Plan**” shall mean that certain specific plan and related entitlement applications for the Centennial Founders Specific Plan filed by the Company with the County of Los Angeles, as the same may be modified from time to time.

“**Specific Plan Approval(s)**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Specific Plan Approvals Deadline(s)**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Subsequent Withdrawing Developer**” shall have the meaning given such term in Section 9 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Terminated Subsequent Offered Lot Group**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Withdrawal Agreement**” shall have the meaning given such term in Section 9 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Withdrawal Date**” shall have the meaning given such term in Section 9 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

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(b) The following definitions shall replace the existing definitions in Section 1.1A of the Second Amended and Restated LLC Agreement as follows:

“**Company Offer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Counter-Offer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Developer(s)**” shall mean and be limited to, individually and collectively, Pardee and CalAtlantic. Pardee and CalAtlantic are sometimes individually referred to as a “**Developer**”. SPIC shall not be deemed a “Developer” hereunder. Upon the withdrawal of a Member that is a Developer hereunder, the definition of Developers shall be

automatically revised to no longer refer to such withdrawing Member as a Developer.

“**Developer Acceptance**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**First Developer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Lewis**” shall have the meaning provided in the Recitals to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Lots**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Member(s)**” shall mean and be limited to, collectively, Tejon, Pardee and CalAtlantic (on behalf of itself and SPIC); provided that upon the withdrawal of a Member hereunder, the definition of Members shall be automatically revised to no longer refer to such withdrawing Member.

“**New Offered Lot Group**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Offered Lot Group**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Open Market Lots**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Pardee**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Previous Offered Lot Group**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Private Sale Lots**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

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“**Responding Developer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Second Developer**” shall have the meaning given such term in Section 8 of the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**SPIC**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Standard Pacific**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

“**Tejon**” shall have the meaning provided in the Preamble to the Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC.

(c) Defined terms and their corresponding definitions that are used in the Second Amended and Restated LLC Agreement, but which by virtue of the amended terms and conditions thereof pursuant to this Amendment are no longer used, shall be deemed deleted in their entirety from Section 1.1A of the Second Amended and Restated LLC Agreement.

3. Sections 2.2 and 2.3/Entitlement Stage and Development Stage. Notwithstanding any other provision of the LLC Agreement, the Executive Committee and Tejon shall have the exclusive right to determine, prepare, approve, amend, modify or waive any aspect of the Entitlement Stage Business, Entitlement Stage Business Plan, Pre- Development Period Business Plan, Development Stage Conditions, Development Stage Business and/or Development Stage Business Plan. In addition, Section 2.3E is deleted in its entirety and replaced with the words “[Intentionally Deleted].”

4. Section 4.2/Rescission of Non Funding Status. As of the Second Amendment Effective Date, neither Developer has rescinded its prior election not to fund any Remaining Entitlement Period Contributions or Pre-Development Period Contributions. The Members acknowledge that any rescission by a Developer of its prior election not to fund any Remaining Entitlement Period Contributions or Pre-Development Period Contributions pursuant to Section 4.2 of the Second Amended and Restated LLC Agreement will require an amendment to the LLC Agreement and that the effectiveness of any such rescission shall be contingent upon each Member approving such amendment in such Member’s sole, absolute and good faith discretion. Accordingly, the Members agree that it shall be reasonable for the Executive Committee to disapprove any such rescission by a Non-Funding Member in accordance with Section 4.2 if Tejon and the other Members are unable to agree upon such required amendment in their respective sole, absolute and good faith discretion within ten (10) business days from the date such Non-Funding Member notifies the Executive Committee and the other Members of its desire to rescind its status as a Non-Funding Member. Upon any disapproval by the Executive Committee of such rescission election by a Non-Funding Member, such election shall become ineffective. The Members further agree that any Developer that has not rescinded its status as a Non-Funding Member prior to the date the Development Stage commences shall not automatically become a Funding Member on such date

(notwithstanding the last sentence of Section 4.2A), provided further that such Non- Funding Member shall be subject to the Company’s right to call and redeem the Non- Funding Member’s Interest pursuant to Section 13.1C of the LLC Agreement.

5. Section 4.3F/Contribution to Fund Consultant Invoices. Section 4.3F of the Second Amended and Restated LLC Agreement is deleted in its entirety.

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6. Section 4.5A/Financing of the Master Project. Section 4.5A of the Second Amended and Restated LLC Agreement is hereby amended by adding the following sentence at the end of Section 4.5A as follows:

“Notwithstanding any other term of this Agreement, a Non-Funding Member shall not be obligated to provide a guaranty or credit enhancement in connection with any obligation of the Company, including, without limitation, in connection with any Third Party Financing obtained by the Company.”

7. Article 7/Approval Rights of Developer and Non-Funding Members. Without limiting the provisions of Article VII of the Second Amended and Restated LLC Agreement granting the Executive Committee sole and exclusive control over the business and affairs of the Company and the Master Project, the Members agree to the following amendments and clarifications regarding the management and approval rights of the Developers and Non-Funding Members:

(a) Wherever in the Second Amended and Restated LLC Agreement any "Developer" is provided with voting, agreement, consent or approval rights regarding or related to any matter, business or affairs of the Company or the Master Project or any action or decision taken by the Executive Committee or Tejon, such rights shall be of no further force or effect (provided the foregoing shall not limit, modify or reduce any rights provided to any Member which are expressly provided to such Member in its capacity as a "Member" under the LLC Agreement). Notwithstanding anything to the contrary in the LLC Agreement, the Non-Funding Members shall have no Voting Interest, management, voting, consent or approval rights regarding or related to any matter, business or affairs of the Company or the Master Project, provided (A) each Non-Funding Member shall continue to have a Representative on the Executive Committee (which Representative shall be non-voting and advisory only except for the Limited Approval Rights), and (B) each Non-Funding Member shall continue to have the Limited Approval Rights on and subject to the terms of the LLC Agreement. The term "**Limited Approval Rights**" means and shall be limited to those approval rights specifically of the Non-Funding Members provided in Sections 7.1C(4)(c) and (d) of the Second Amended and Restated LLC Agreement and, without limiting the foregoing, other than such Sections 7.1C(4)(c) and (d), any other provision of the LLC Agreement that provides or requires approval or consent of a Member for any matter other than the Limited Approval Rights in any

capacity shall not apply to the Non-Funding Members. In furtherance of the foregoing, the Members agree as follows:

(i) Section 7.1B is amended and restated in its entirety as follows:

“Each Business Plan and any modifications to any Business Plan shall require the Approval of the Executive Committee.”

(ii) Section 7.1C(1) is amended and restated in its entirety as follows:

"The Representatives of the Represented Members are as follows:

Tejon:	Greg S. Bielli
	Allen E. Lyda
Pardee:	Thomas Mitchell
CalAtlantic	Ted McKibbin

(iii) Section 7.1C(2) is amended and restated in its entirety as follows:

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“Any actions which require Approval of the Executive Committee shall be deemed Approved only if Representatives with a Voting Interest representing a Majority-in-Interest of the Members vote in favor of such action.”

(iv) Sections 7.1C(3) and 7.1C(4)(a) and (b) are amended and restated in their entirety by replacing the text thereof with “[Intentionally Deleted]”.

(v) Section 7.1D is amended and restated in its entirety as follows:

“Participation of Non-Funding Members. Notwithstanding anything to the contrary herein (other than with respect to the Limited Approval Rights), for any period that a Member is a Non-Funding Member, its Voting Interest shall only be advisory in nature and shall not be counted in determining the Approval of the Executive Committee of any action or any approval requirements of the Members herein. In such event, any actions which require the Approval of the Executive Committee or Members (other than the Limited Approval Rights) shall be deemed Approved only if Representatives with a Voting Interest representing a Majority-in-Interest of the Funding Members vote in favor of such action. A Member’s Voting Interest shall be restored only on the date such Member

successfully rescinds its non-funding status in accordance with Section 4.2 above; provided, however, its Voting Interest shall reflect its adjusted Percentage Interest calculated as of the date immediately preceding the Executive Committee’s Approval of the rescission of its non-funding status.”

(vi) Section 7.1E is amended by deleting the last sentence thereof and replacing it as follows:

"The Alternates of the Represented Members are as follows:  
Tejon: Hugh McMahan  
Pardee: Mike McMillen  
CalAtlantic Elliot Mann"

(v) Section 7.3 is amended by deleting the last two (2) sentences thereof in their entirety.

(b) Section 7.4 is amended and restated in its entirety as follows:

“Control by Tejon. Any decisions and actions pertaining to the ownership, operation, financing, construction or development of the Balance of the Ranch shall be exclusively controlled by Tejon. Tejon shall control, without limitation, (i) the construction and development of Regional Improvements on the Balance of the Ranch, and (ii) the selection, engagement and supervision of engineers, architects, underwriters, attorneys, and any other consultants which Tejon, in its sole and absolute discretion, desires to employ in connection with the Balance of the Ranch.”

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follows:

(c) Section 7.5B is amended and restated in its entirety as

“LA County Portion. Tejon intends to develop the LA County Portion either itself or in a joint venture with one (1) or more other developers and shall have no obligation to deliver notices to or obtain Approval from the other Members in connection with such activity.”

(d) The following is added to the end of the penultimate sentence of Section 7.5D:

“; provided, however, that if such withdrawing Member qualifies as a Subsequent Withdrawing Developer pursuant

to Section 13.1A of the LLC Agreement, then such withdrawing Member shall no longer be subject to this Section 7.5D immediately upon the effective date of such withdrawal.”

(e) Section 7.9 is added to Article VII as follows:

“Waiver of Fiduciary Duty. The Members waive any fiduciary duties to each other and any fiduciary duties of the Executive Committee or Tejon in connection with the management of the business and affairs of or related to the Company or the Master Project (provided the foregoing shall not limit the covenant of the Members, the Representatives and the Alternates to act in good faith in accordance with fair dealing set forth in Section 18.19 of the Second Amended and Restated LLC Agreement).”

(f) Section 7.10 is added to Article VII as follows:

“Provision of Reports to Developer Representatives. During the time that a Developer is a Non-Funding Member, the reports described in Section 11.3 (entitled “Company Interim Reports”) shall only be delivered to such Developer’s Representative upon the Representative’s prior written request to the Company, and such reports shall not be automatically delivered absent such a request.”

8. Article 10/Sale of Planning Areas. Article 10 of the Second Amended and Restated LLC Agreement is amended as follows:

follows:

(a) Section 10.1 is amended and restated in its entirety as

“Sales to Developers. Subject to Section 10.1A, once developed pursuant to the Development Business Plan, the Company shall offer for sale to each Eligible Developer (or one or more of its designated Affiliates) such Eligible Developer’s Private Sale Lot Percentage of the total number of lots approved under the Entitlements for the development of for-sale single family attached and/or detached residences (collectively, the “**Lots**”), without initially offering such Lots for sale on the open market (the “**Private Sale Lots**”), in accordance with the terms of this Section 10.1 and Section 10.3 below. The term “**Eligible Developer**” means any Developer that is a Funding Member or a Subsequent Withdrawing Developer. The Company’s remaining Lots (including, without limitation, those Private Sale Lots that are converted to Open Markets Lots pursuant to this Article 10) (collectively, the “**Open Market Lots**”) may be sold by the Company on the open

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market to other buyers (which may include one or more Members and/or their Affiliates). For the avoidance of doubt, nothing in this Article 10 is intended to limit the rights of either Developer to make or not make offers on Open Market Lots or otherwise limit the rights or obligations of the Company or the Executive Committee to invite, negotiate or accept any offers from any Developer with respect to any Open Market Lots. The Applicable Lot Credit may not be applied to any Open Market Lots, it being agreed that the Applicable Lot Credit is to be applied only to the Private Sale Lots (on a Private Sale Lot by Private Sale Lot basis).

In calculating the number of Private Sale Lots that may be purchased by each Eligible Developer (and/or its designated Affiliates), any Lots sold as part of a bulk sale of unimproved land to any third-party that is not an Affiliate of Tejon shall not be included in the total number of Lots against which such Eligible Developer's Private Sale Lot Percentage shall be applied to determine the total number of Private Sale Lots that such Eligible Developer is entitled to purchase with the application of its Applicable Lot Credit under this Section 10. Subject to Section 10.1A, each Eligible Developer (and its designated Affiliates), in each case as a merchant builder, shall be entitled, subject to the dilution described below, to purchase pursuant to the terms of Section 10.3, not less than 8.26% which is each such Member's Percentage Interest on the Second Amendment Effective Date, of the Private Sale Lots (such percentage with respect to each Eligible Developer, as the same may be further diluted downward in accordance with Section 10.1A, shall be referred to herein as such Eligible Developer's "**Private Sale Lot Percentage**"). For the avoidance of any doubt, the Private Sale Lot Percentage of each Eligible Developer shall not be eliminated or reduced as a result of such Eligible Developer's withdrawal as a member of the Company in a manner that complies with the Subsequent Withdrawing Developer provisions in Section 13.1A hereof, provided the Private Sale Lot Percentage of such Eligible Developer shall be that percentage in effect on the date of withdrawal pursuant to Section 10.1A.

The specific Lots that are to be offered for sale to each Eligible Developer (and its designated Affiliates) and/or in the open market pursuant to this Section 10 and the method of marketing such Lots shall be determined by the

Executive Committee in good faith. In that connection, the Members have agreed that the Private Sale Lots shall be conveyed to the Eligible Developers (and/or their respective designated Affiliates) on the then prevailing market rate and terms so as to maximize the earnings generated by the Company from the Master Project consistent with prudent and customary master land development business practices all as determined by the Executive Committee in its sole, absolute and good faith discretion. Subject to the foregoing, the Members have agreed to the procedures set forth in Section 10.3 below with respect to the Private Sale Lots to be offered for sale to the Eligible Developers (and their respective designated Affiliates). The procedures set forth below may be modified by the Executive Committee in good faith to the extent necessary to accomplish the intention of this Section 10.1.

The Company intends to release the Lots for sale over several phases (individually, a "**Phase**" and collectively, the "**Phases**") and over an extended

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time period. As the Company releases each Phase of Lots for sale, the Executive Committee shall have the sole, absolute and good faith discretion to identify one or more planning areas within such Phase (each a “**Planning Area**”). Without limiting the general discretion of the Executive Committee provided herein to develop, establish, improve, phase, release, market and sell Lots and Planning Areas for the Master Project, the Executive Committee may in its sole, absolute and good faith discretion determine the following with respect to the Lots, Phases and Planning Areas: (i) the size, configuration, location and character of each Phase and the number of Phases making up the Master Project,

(i) the number and character (Private Sale Lots versus Open Market Lots, premium Lots, etc.) of Planning Areas within each Phase, (iii) the number and character of Lots within each Planning Area, (iv) the size, location and configuration of Planning Areas and the Lots within each Planning Area, (v) the product type and segmentation, market, square footage, or other segmentation of both Lots within a Planning Area and Planning Areas within each Phase and each Phase within the Master Project, (vi) marketing and pricing of the Lots (and other terms, covenants, conditions and restrictions of how and on what terms such Planning Areas and Lots shall be sold by the Company), and (vii) any other characteristic of a Phase of

the Master Project, a Planning Area or the Lots within such Planning Area.

Notwithstanding anything herein to the contrary, if (i) the Company does not obtain final approval from the Los Angeles Board of Supervisors of the Specific Plan on or before March 15, 2018, or (ii) if any litigation challenging such approved Specific Plan is not resolved favorably (as determined in the Executive Committee's sole, absolute and good faith discretion) by December 31, 2019 ((i) and (ii), in either case, the “**Specific Plan Approval(s)**” and respective dates by which such approval(s) need to be obtained, in either case, “**Specific Plan Approvals Deadline(s)**”), then the Eligible Developers’ (and their respective designated Affiliates’) rights to make offers to purchase or otherwise acquire Private Sale Lots and to use their respective Applicable Lot Credits for such purchases or any other purchases of Lots as described in this Article 10 or otherwise shall terminate automatically and be of no further force and effect as of the earliest of the date that a Specific Plan Approval does not occur by its applicable Specific Plan Approvals Deadline and all Private Sale Lots shall then become Open Market Lots.

Any Developer that is not a Funding Member and otherwise fails to meet the qualifications of a Subsequent Withdrawing Developer shall not have any rights (on behalf of itself or its Affiliates) to make offers to purchase or otherwise acquire Private Sale Lots or to use its respective Applicable Lot Credits for such purchases or any other purchases of Lots as described in this Article 10 or otherwise, all of which shall terminate automatically and be of no further force and effect and the Private Sale Lots no longer allocated to such Developer as the result thereof shall then become subject to Section 10.3A(5).

A. Effect of Dilution of Percentage Interest. The dilution of the Percentage Interest of an Eligible Developer pursuant to Section 4.4A(1) shall cause such Eligible Developer’s Private Sale Lot Percentage to be automatically reduced to the same percentage. For example, if an Eligible Developer’s Percentage Interest is diluted from 8.26% to 5%, then its Private Sale Lot Percentage would be reduced to 5%. The Lots

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no longer allocated to a Eligible Developer as the result of the automatic dilution of its Percentage Interest shall then become subject to Section 10.3A(5). In the case of

CalAtlantic, its Percentage Interest shall equal the combined Percentage Interest owned by both CalAtlantic and SPIC, and the Lot allocation dilution shall reflect the combined percentage reduction in the Percentage Interests of CalAtlantic and SPIC.”

- (b) Section 10.2 is amended and restated in its entirety as follows:

"Responsibilities Regarding Sales Packages and Solicitation of Offers. The Executive Committee shall, or shall designate its representatives to, prepare sales packages and, where appropriate, provide a “Company Offer” (as defined in Section 10.3A(4)(a)), and solicit offers from third-party merchant builders or from the appropriate Eligible Developers or its Affiliate in accordance with the procedures described in Section 10.3. Such sales packages and solicitations shall be prepared as Approved by the Executive Committee."

- (c) Section 10.3A is amended and restated in its entirety as follows:

“A. Eligible Developer Response. Unless otherwise approved by Tejon, only one (1) Eligible Developer at a time may accept a “Company Offer” or submit a “Counter-Offer” for any “Offered Lot Group” (as such quoted terms are defined below). If there is more than one (1) Eligible Developer, then such acceptance or submission shall be in accordance with the rotation system described below and otherwise as determined by the Executive Committee in its sole, absolute and good faith discretion:

(1) In order to determine the order in which each Eligible Developer has the right to submit an offer, the following rotation system shall be utilized. Prior to the first Phase of Lots being released for sale by the Company, the Executive Committee shall identify those Planning Areas which contain Private Sale Lots (each an “**Offered Lot Group**”) contained in such Phase and the Eligible Developers shall draw straws to determine the order of the rotation system with the first Eligible Developer being the one that draws the shortest straw and the second Eligible Developer being the one that draws the next shortest straw.

Tejon shall officiate the drawing of straws. At any point in time with respect to each Offered Lot Group, the Eligible Developer first in line that is entitled to make an offer to purchase such Offered Lot Group shall be referred to as the “**First Developer**” with respect to such Offered Lot Group and the Eligible Developer second in line that is entitled to make an offer to purchase such Offered Lot Group shall be referred to herein as the “**Second Developer**” with respect to such Offered Lot Group.

Unless otherwise consented to by the applicable Developer in its sole and absolute discretion, each Developer shall be offered no more than one Planning Area for each Phase (and no other Lots shall be offered to such Developer under this Article X).

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(2) If more than one Offered Lot Group is being offered for sale by the Company to the Eligible Developers at the same time, then the First Developer shall have the right to choose which Offered Lot Group shall be offered to such First Developer in the same order of priority established pursuant to the rotation system established in this Section 10.3A (i.e., the First Developer in the rotation system at the time of such offer of sale by the Company shall select first, then the Second Developer, and so on).

(3) As the next Offered Lot Group (the “**New Offered Lot Group**”) is offered for sale by the Company, the First Developer on the previous Offered Lot Group offered for sale by the Company (the “**Previous Offered Lot Group**”) shall become the Second Developer on the New Offered Lot Group and the Second Developer on the Previous Offered Lot Group shall become the First Developer on the New Offered Lot Group. Notwithstanding the foregoing:

(a) if an Eligible Developer fails, in its capacity as the First Developer, (i) to reach an agreement with the Company to purchase the First Offered Lot Group (as defined below) offered to such Eligible Developer, or (ii) to purchase the First Offered Group offered to such Eligible Developer, and provided that any failure to purchase such First

Offered Lot Group is not due to the Executive Committee’s failure to act in its sole, absolute and good faith discretion or the Company’s breach of its obligations to convey such lots pursuant to the applicable purchase and sale agreement governing the purchase of such lots (a “**First Offered Lot Group Termination**”), then such Eligible Developer (a “**Disqualified Developer**”) shall have no further rights (on behalf of itself or its designated Affiliates) to make any further offers to purchase or otherwise acquire Private Sale Lots, or to use its respective Applicable Lot Credit for such purchases or any other purchases of Lots as described in this Article 10 or otherwise, all of which shall terminate automatically and be of no further force and effect. The term “**First Offered Lot Group**” means the first Offered Lot Group that the Company makes available to each First Developer for purchase pursuant to this Section 10.3. The Private Sale Lots no longer allocated to any Disqualified Developer pursuant to the foregoing provisions of this Section 10.3A(3)(a) shall then become subject to Section 10.3A(5); and

(b) provided that a First Offered Lot Group Termination has not occurred for an Eligible Developer, if an Eligible Developer fails to make an offer on or purchase any Offered Lot Group subsequent to its First Offered Lot Group, in its capacity as a First Developer for such Offered Lot Group, which the Company makes available to such Developer pursuant to this Section 10.3 and provided such failure is not due to the Executive Committee’s failure to act in its sole, absolute good faith discretion or the Company’s breach of its obligations to convey such lots pursuant to the applicable purchase and sale agreement governing the purchase of such lots, then (A)(i) Section 10.3A(5) below shall apply with respect to such Offered Lot Group, and (ii) such Eligible Developer shall have no further rights (on behalf of itself or its designated Affiliates) to make any further offers to purchase or otherwise acquire such Offered Lot Group (a “**Terminated Subsequent Offered Lot Group**”) or to use its Applicable Lot Credit for such Terminated Subsequent Offered Lot

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Group, but (B) such Eligible Developer shall not lose its

rights to acquire any Offered Lot Group (other than such Terminated Subsequent Offered Lot Group) offered by the Company or its right to apply the Applicable Lot Credit allocable to such other Offered Lot Group for which it is a First Developer in accordance with this Section 10.3.

(4) With respect to each Offered Lot Group, the following procedure shall apply:

(a) If the First Developer desires to purchase such Offered Lot Group (a “**Responding Developer**”), then it shall either (i) accept the offer presented by the Company with respect to such Offered Lot Group (the “**Company Offer**”) and agree to purchase the Offered Lot Group in accordance with the Company’s sales package for such Offered Lot Group by delivering to the Executive Committee written notice of such acceptance within the time period set forth in the Company Offer (provided such time period shall not be less than thirty (30) days from the First Developer’s receipt of such offer) (“**Developer Acceptance**”), or (ii) deliver a written offer to the Executive Committee at such price and on such terms and conditions as are determined in the sole and absolute discretion of such Responding Developer prior to the expiration of the time period set forth in the Company Offer (provided such time period shall not be less than thirty (30) days from the First Developer’s receipt of such offer) (the “**Counter-Offer**”). If a Responding Developer timely delivers a Developer Acceptance, then the Company shall sell such Offered Lot Group to such Developer (or its Affiliate) on the terms and conditions set forth in the Company Offer. If the Responding Developer timely delivers a Counter-Offer, then the Executive Committee may accept or reject such Counter-Offer in its sole and absolute discretion. If the Executive Committee does not accept such Responding Developer’s Counter-Offer (or the Company and the First

Developer otherwise do not agree to the purchase and sale of the Offered Lot Group), then such Offered Lot Group shall be subject to Section 10.3A(5); or

(b) If such First Developer does not either timely deliver a Developer Acceptance or a Counter-Offer, then such Offered Lot Group shall be subject to Section 10.3A(5).

(5) If, after the foregoing procedures have been applied to the First Developer, (i) a Developer Acceptance is not timely delivered by any Developer, and/or (ii) the Executive Committee fails to reach an agreement with any Developer in accordance with the procedures described above, then such Offered Lot Group shall be offered by the Executive Committee in its sole, absolute and good faith discretion to Tejon or at the election of Tejon shall no longer be considered an Offered

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Lot Group and shall be considered Open Market Lots.

(6) If a Subsequent Withdrawing Developer and the Company agree on the terms and conditions of a Private Sale Lot as provided above, then such Subsequent Withdrawing Developer shall have its Applicable Lot Credit applied against the purchase price for each such Lot. Under no circumstances shall the aggregate Applicable Lot Credit for each Subsequent Withdrawing Developer exceed its Applicable Aggregate Lot Credit. The “**Applicable Aggregate Lot Credit**” shall equal \$7,000,000 reduced dollar for dollar by the sum of (i) the Applicable Lot Credit applied for each Private Sale Lot acquired by such Subsequent Withdrawing Developer, plus (ii) the Applicable Lot Credit which was otherwise allocable to each Lot within a Terminated Subsequent Offered Lot Group. For the avoidance of any doubt, any Developer that (x) does not qualify as a Subsequent Withdrawing Developer, (y) is a Funding Member or (z) is a Disqualified Developer shall not have the right to apply its Applicable Lot Credit to the purchase of any Lots.”

(7) The right of each Subsequent Withdrawing Developer to purchase Private Sale Lots and to use

the Applicable Lot Credit for such purchases on and subject to the terms and conditions of this Article 10 shall survive such Subsequent Withdrawing Developer’s withdrawal as a member of the Company and the dissolution of the Company and shall apply regardless of whether Tejon contributes the Existing Property to the Company.

(d) Section 10.4 is deleted in its entirety and replaced with the words “[Intentionally Deleted]”. The Members acknowledge and agree that Tejon shall have the right to purchase any Private Sale Commercial Parcels on such terms and conditions as Tejon and the Executive Committee agree upon in good faith.

9. Article 13/Withdrawal. Article 13 of the Second Amended and Restated LLC Agreement is amended as follows:

(a) Section 13.1A is amended and restated in its entirety as follows:

“A. Subsequent Withdrawing Developers. A Developer that is a Non-Funding Member may elect to withdraw as a member of the Company at any time by delivering written notice of such election to Tejon. Any Developer that is a Non-Funding Member that elects to withdraw prior to the date that is eighteen (18) months after the Second Amendment Effective Date (the “**Withdrawal Date**”) is referred to herein as a “**Subsequent Withdrawing Developer**”. A withdrawing Member shall (and such Member shall only be treated as a Subsequent Withdrawing Developer if such withdrawing Member agrees to) release all right, title and interest in and to and claims against the Company, including, without limitation, any management, voting or other rights under any organizational and operational agreement (whether arising in connection with the Executive Committee, as a Member, Developer or otherwise), any right to the return of such withdrawing Member’s capital and any yield or return thereon, rights to distributions or allocations of income, profits, credits, losses or deductions, and claims for payment of any fees, debts (including, without limitation, any right to treat such withdrawing Member’s unreturned Capital Contribution as or receive payment of a debt from the Company) or reimbursement or payment of any other amounts together with any interest thereon owing now or in the future to such withdrawing Member and any right, title or interest in or to purchase or acquire any property of the Company other than a Subsequent Withdrawing Developer’s rights to purchase Private Sale Lots and to apply its Applicable Lot

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Credit pursuant to Article 10 hereof (which shall survive

such Subsequent Withdrawing Developer's withdrawal as a member of the Company). Such withdrawal shall be further evidenced by a withdrawal and redemption agreement between the Company and such withdrawing Member substantially in the form of the agreement attached to the Second Amended and Restated LLC Agreement as Exhibit "A" (such agreement, the "**Withdrawal Agreement**")."

- (b) Section 13.1C is amended and restated in its entirety as follows:

"C. Company Right To Call and Redeem Developer's Interest. A Developer ("**Non-Electing Developer**") that is not a Subsequent Withdrawing Developer (and who has not made an effective election to rescind its Non-Funding Member status with the approval of the Executive Committee in accordance with this Agreement) shall be subject to the Company's right to call and redeem its Interest in accordance with this Section 13.1C (a "**Company Call Election**") at any time following the earlier of (i) the failure to obtain a Specific Plan Approval by the Specific Plan Approvals Deadline applicable thereto,

(ii) the Withdrawal Date, (iii) the occurrence of an Event of Default with respect to such Developer, or (iv) thirty (30) days following delivery of written notice of commencement of the Development Stage to the Non-Electing Developer. A Company Call Election shall be made, in each case, by written notice ("**Call Notice**") delivered with the authorization of the Executive Committee to such Non-Electing Developer. Upon a Company Call Election, the applicable Non-Electing Developer shall automatically be deemed to have withdrawn as a Member and shall have released all right, title and interest in and to and claims against the Company, including, without limitation, any management, voting or other rights under any organizational and operational agreement (whether arising in connection with the Executive Committee, as a Member, Developer or otherwise), any right to return of such Developer's capital and any yield or return thereon, rights to distributions or allocations of income, profits, credits, losses or deductions, and claims for payment of any fees, debts (including, without limitation, any right to treat such Developer's unreturned Capital Contribution as or receive payment of a debt from the Company) or reimbursement or payment of any other amounts together with any interest thereon owing

now or in the future to such Developer and any right, title or interest in or to purchase or acquire any property of the Company, including, without limitation, such Non-Electing Developer's rights (on behalf of itself or its Affiliates) to make offers to purchase or otherwise acquire Private Sale Lots or to use its Applicable Lot Credit for such purchases or any other purchases of Lots pursuant to Article 10 or otherwise. Such withdrawal shall be further evidenced by a Withdrawal Agreement between such Non-Electing Developer and the Company on terms and conditions set forth in the Withdrawal Agreement and shall include a termination of Non-Electing Developer's right to acquire Private Sale Lots and to apply its Applicable Lot Credit as described above. The execution and delivery of the Withdrawal Agreement by a Non-Electing Developer shall not be a condition to the effectiveness of the withdrawal of the Non-Electing Developer following a Company Call Election."

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(c) Section 13.2 is hereby amended by inserting immediately prior to the colon in Section 13.2 the phrase, “except as otherwise Approved by the Executive Committee or a withdrawal pursuant to a Company Call Election.”

10. Article 14/Dissolution and Liquidation. Article 14 of the Second Amended and Restated LLC Agreement is amended as follows:

(a) Section 14.1A is amended and restated in its entirety as follows:

“A. Unanimous Agreement. The unanimous written approval and consent of the Members to dissolve the Company.”

(b) Subsections B, C, D, E, F, G, I and J of Section 14.1 are deleted in their entirety and replaced with the words “[Intentionally Deleted]”, and new Subsection L is added which provides as follows:

“L. Failure to Obtain Specific Plan Approval(s). At the election of Tejon, if the Company does not obtain a Specific Plan Approval by the Specific Plan Approvals Deadline applicable thereto.”

(c) The paragraph following Section D in Section 14.3 shall be amended and restated in its entirety as follows:

“No payment or distribution in any of the foregoing categories shall be made until all payments in each prior category shall have been made in full. If the payments due to be made in any of the foregoing categories exceed the remaining assets available for such purpose, then such

payments shall be made to the Persons entitled to receive the same pro rata in accordance with the respective amount due them. Payments described in clause (D) above may be made in cash or in assets of the Company in kind, upon the Approval of the Executive Committee and any Member receiving such distribution in kind. Any asset distributed in kind shall be valued at its fair market value as determined by the Executive Committee in its sole and good faith discretion and for all purposes of this Agreement shall be treated as if such asset had been sold at its fair market value, subject to existing liens and encumbrances, and the net cash proceeds therefrom distributed to the Members receiving the distribution in kind.”

(c) Section 14.5 is deleted in its entirety and replaced with the words “[Intentionally Deleted]”.

11. Article 19/Special Provisions Relating to CalAtlantic and SPIC. The Second Amended and Restated LLC Agreement, including without limitation, Article 19 thereof is amended by replacing the term “Standard Pacific” wherever it appears with the term “CalAtlantic” to reflect that CalAtlantic has succeeded to all of the right, title, and interests in and to, and claims against, the Company formerly held by Standard Pacific.

12. Exhibit “F” attached to the Second Amended and Restated LLC Agreement is deleted in its entirety and replaced with the new Exhibit “F” attached hereto as Schedule 1.

13. Exhibit “K” attached to the Second Amended and Restated LLC Agreement is deleted in its entirety.

14. Full Force and Effect. The Second Amended and Restated LLC Agreement as amended by this Amendment shall remain in full force and effect. In the event of a conflict between this Amendment and the Second Amended and Restated LLC Agreement, this Amendment shall govern.

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15. Multiple Counterparts and Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which will be considered an original and together will constitute one and the same agreement, binding upon all of the parties hereto. Signatures of the parties to this Amendment may be transmitted by facsimile or other electronic means and shall be treated as originals for all purposes.

*[remainder of page intentionally left blank; signatures to follow]*

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IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by a duly authorized officer as of the date first set forth above.

**MEMBERS:**

**TEJON RANCHCORP,**  
a California corporation

By: /s/ Allen E. Lyda  
Allen E. Lyda, its Executive Vice President and Chief  
Financial Officer

By: /s/ Gregory S. Bielli  
Name: Gregory S. Bielli, President and CEO  
Its: Authorized Representative

**STANDARD PACIFIC INVESTMENT CORP.,**  
a Delaware corporation

By: /s/ Edward T. McKibbin  
Name: Edward T. McKibbin  
Its: Authorized Representative

By: /s/ Elliot Mann  
Name: Elliot Mann  
Its: Authorized Representative

**PARDEE HOMES,**  
a California corporation

By: /s/ Thomas J. Mitchell  
Name: Thomas J. Mitchell  
Its: President

By: /s/ Michael A. McMillen  
Name: Michael A. McMillen  
Its: Vice President

*[signatures continue on following page]*

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**CALATLANTIC GROUP, INC.,**  
a Delaware corporation, formerly known as Standard Pacific Corp., a Delaware  
corporation

By: /s/ Edward T. McKibbin  
Name: Edward T. McKibbin  
Its: Authorized Representative

By: /s/ Elliot Mann  
Name: Elliot Mann  
Its: Authorized Representative

*[end of signatures]*

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Exhibit 10.41

**EXHIBIT "A"**

**Form of Redemption Agreement**

[attached]

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**FORM OF REDEMPTION AND WITHDRAWAL AGREEMENT**

**THIS REDEMPTION AND WITHDRAWAL AGREEMENT** (this "**Agreement**") is made and entered as of , 20 (the "**Effective Date**"), by and among CENTENNIAL FOUNDERS, LLC, a Delaware limited liability company, formerly known as RM Development Associates, LLC (the "**Company**"), and , a (the "**Withdrawing Member**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the LLC Agreement (as defined in Recital A below). This Agreement is entered into with reference to the following facts and circumstances:

**RECITALS**

A. The Company is governed by that certain Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC dated as of July 31, 2009 (the "**Second Amended and Restated LLC Agreement**"), entered into by and among Tejon Ranchcorp, a California corporation ("**Tejon**"), Pardee Homes, a California corporation ("**Pardee**"), Standard Pacific Investment Corp., a Delaware limited liability company ("**SPIC**"), and Standard Pacific Corp., a Delaware corporation ("**Standard Pacific**", which is now known as CalAtlantic Group, Inc., a Delaware corporation ("**CalAtlantic Group**"), and Lewis Investment Company, LLC, a California limited liability company ("**Lewis Investment Company**"), as amended by that certain First Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC dated as of November 30, 2016 (the "**First Amendment**"), as further amended by that certain Second Amendment to Second Amended and Restated Limited Liability Company of Centennial Founders, LLC dated as of November 30, 2016 (the "**Second Amendment**"; together with the Second Amended and Restated LLC Agreement and the First Amendment, the "**LLC Agreement**"). [NTD: UPDATE THE PRECEDING SENTENCE TO REFLECT FURTHER AMENDMENTS AS APPROPRIATE. ] Lewis Tejon Member, LLC, a Delaware limited liability company, succeeded to all of the Interest (as such term is defined herein) of Lewis Investment Company in the Company (on behalf of itself and Lewis Investment Company, collectively, "**Lewis**"), and subsequently withdrew as a Member of the Company as described in the First Amendment. CalAtlantic Group succeeded to all of Standard Pacific's Interest in the Company (on behalf of itself and SPIC, collectively, "**CalAtlantic**").

B. On and subject to the terms and conditions of the LLC Agreement, each Developer has the right to purchase Lots and to apply its Applicable Lot Credit (collectively, the "**Article 10 Lot Purchase Rights**") from the Company for the development of for-sale single family attached and/or detached residences.

C. Pursuant to Section 13.1A of the LLC Agreement, the Withdrawing Member has the right to withdraw as a member of the Company. The Withdrawing Member now desires to exercise its withdrawal right. [NTD: REVISE THE TWO PRECEDING SENTENCES IF THE WITHDRAWING MEMBER IS A NON-ELECTING MEMBER THAT IS BEING REDEEMED AS A RESULT OF THE COMPANY'S ELECTION PURSUANT TO THE LLC AGREEMENT.] The withdrawal of the Withdrawing Member as a member of the Company shall be irrevocable and unconditional.

D. Conditioned upon the irrevocable and unconditional withdrawal of the Withdrawing Member as a member of the Company, [[NTD: INSERT IF THE OTHER DEVELOPER HAS NOT BEEN REDEEMED] [ ] ("**Remaining Developer**")]] and Tejon have agreed, concurrently with the Withdrawing Member's withdrawal, to enter into an amendment to the LLC Agreement (the "**Withdrawal Amendment**") substantially in the form of the First Amendment, which Withdrawal Amendment shall include, without limitation, the provisions related to retention and access of the Company's books and records and receipt of the Company's tax returns set forth in Sections 4 and 6, respectively, of the First Amendment. [The Remaining Developer and Tejon are sometimes hereinafter referred to individually, as a "**Remaining Member**" and collectively, as the "**Remaining Members**."] ]

E. The Company and the Withdrawing Member now desire to enter into this Agreement, and the Remaining Members now desire to enter into the Consent, Ratification and Agreement of the Remaining Members

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in the form attached as Schedule 1 to this Agreement (the "CRA"), to provide for (i) the full and complete redemption of the Withdrawing Member's Interest in the Company, and (ii) such other matters as are agreed to by the Company and the Withdrawing Member.

## A G R E E M E N T

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Withdrawal/Redemption of the Interest. Pursuant to the terms and conditions set forth in this Agreement and the Withdrawal Amendment, the Withdrawing Member hereby irrevocably and unconditionally withdraws as a member of the Company and the Company hereby redeems the Withdrawing Member's entire "Interest" (as defined in the LLC Agreement and as further defined in this Section 1) in the Company provided the foregoing shall not limit or modify (i) the Withdrawing Member's Article 10 Lot Purchase Rights, **[NTD: THIS ONLY APPLIES IF THE WITHDRAWING MEMBER IS A SUBSEQUENT WITHDRAWING DEVELOPER UNDER SECTION 13.1A]**, or (ii) the rights of the Withdrawing Member under Section 2(c) below. For purposes of this Agreement, the Withdrawing Member's "Interest" includes, without limitation, all of the Withdrawing Member's right, title and interest in and to and claims against the Company (including, without limitation, any claims released under Section 7(a) below), any management, voting or other rights under any organizational and operational agreement (whether arising in connection with the Executive Committee, as a member, Developer or otherwise), any right to return of the Withdrawing Member's capital and any yield or return thereon, rights to distributions or allocations of income, profits, credits, losses or deductions, and claims for payment of any fees, debts (including, without limitation, any right to treat the Withdrawing Member's unreturned Capital Contribution as or receive payment of Subordinated Debt) or reimbursement or payment of any other amounts together with any interest thereon owing now or in the future by the Company to the Withdrawing Member **[[NTD: INSERT IF WITHDRAWING MEMBER IS A NON-ELECTING DEVELOPER]** [and any right, title or interest in or to purchase or acquire any property of the Company, including, without limitation, any right to acquire or purchase Private Sale Lots and Private Sale Commercial Parcels] / **[INSERT IF A SUBSEQUENT WITHDRAWING DEVELOPER]**

[other than the Article 10 Lot Purchase Rights]]. On the Effective Date, the following actions shall occur concurrently: (a) the Company will redeem in full the Withdrawing Member's Interest, and (b) the Withdrawing Member will irrevocably and unconditionally withdraw from the Company (collectively, the "**Transaction**").

2. Consideration.

(a) Adequacy of Consideration. The Withdrawing Member acknowledges that **[NTD: INSERT IF WITHDRAWING MEMBER IS A SUBSEQUENT WITHDRAWING DEVELOPER.]** (i) the retention of the Article 10 Lot Purchase Rights, and (ii) the release from the Company and Tejon and the indemnity from the Company under this Agreement for the benefit of the Withdrawing Member constitutes fair, adequate and sufficient consideration under this Agreement for the Transaction.

(b) Non-Responsibility of the Remaining Members and the Company. For the avoidance of any doubt,

(i) in no event shall (A) any Remaining Member or the Company be required to make any payment to the Withdrawing Member in consideration for the Withdrawing Member withdrawing as a member of the Company, (B) any Remaining Member be responsible for the breach of any obligation of any other Remaining Member under this Agreement, the CRA, the Withdrawal Amendment or any other agreement between any of the Remaining Members and the Withdrawing Member related to the Transaction or otherwise, or (C) the Company be responsible for the breach of any obligation of a Remaining Member under this Agreement, the CRA, the Withdrawal

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Amendment or any other agreement between any of the Remaining Members and the Withdrawing Member related to the Transaction or otherwise; and

(ii) the Transaction shall remain in full force and effect and shall not be subject to rescission, set aside, or any similar claim or remedy by the Withdrawing Member, all of which rights and remedies are hereby irrevocably and unconditionally waived by the Withdrawing Member and shall be considered as having been released pursuant to the Withdrawing Member's Release (provided for in Section 7(a) below).

(c) Survival of Indemnification Provisions. Notwithstanding the Transaction (or any other provision set forth in this Agreement or the Withdrawal Amendment), the indemnification and other provisions set forth in Section 16.2 of the LLC Agreement for the benefit of the Withdrawing Member and the other Indemnified Parties described therein shall survive the Withdrawing Member's withdrawal from the Company with respect to any claim that arises on or prior to the Effective Date which is covered under Section 16.2 of the LLC Agreement (an "**Indemnifiable Claim**"); provided however that such indemnification and other provisions shall not cover any breach by the Withdrawing Member of this Agreement or the Withdrawal Amendment, and provided further that the Withdrawing Member's rights under Section 16.2 of the LLC Agreement shall be subject to the express terms and limitations contained therein and in Section 16.3 of the LLC Agreement. Except as provided above in this Section 2(c), **[[NTD: INSERT IF SUBSEQUENT WITHDRAWING DEVELOPER]** [or with respect to the Article 10 Lot Purchase Rights,]] or in the Withdrawal Amendment, the Withdrawing Member no longer possesses or retains its Interest or any other right, title or

interest in or to or claims against the Company. Except as otherwise provided in this Agreement, **[[NTD: INSERT IF SUBSEQUENT WITHDRAWING DEVELOPER]** [including, without limitation, the Withdrawing Member's Article 10 Lot Purchase Rights,]] or the Withdrawal Amendment, the Withdrawing Member has no further duties, liabilities and/or obligations to the Company or any of the Remaining Members with respect to its Interest and/or under the LLC Agreement.

3. Representations and Warranties.

(a) Withdrawing Member's Representations and Warranties. The Withdrawing Member makes the following representations and warranties to the Company as of the Effective Date:

(i) The Withdrawing Member is a **[[NTD: INSERT ENTITY TYPE]**, duly organized and validly existing under the laws of the state of **[[NTD: INSERT STATE OF FORMATION ]**, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) The Withdrawing Member has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Withdrawing Member, no further consent or approval is required, and this Agreement constitutes the legal, valid and binding obligation of the Withdrawing Member, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(iii) The execution, delivery and performance of this Agreement does not, and the performance of this Agreement will not: (1) violate or result in a default under the organizational documents of the Withdrawing Member; or (2) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court having jurisdiction over the Withdrawing Member.

(iv) The execution, delivery and performance of this Agreement, the Transaction and any other transactions contemplated hereby do not conflict, and are not inconsistent, with and will not result (with or without the giving of notice or passage of time or both) in a breach of or creation of any lien, charge or encumbrance

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upon any of the Withdrawing Member's Interest pursuant to the terms of any credit agreement, indenture, lease, guarantee or other instrument to which the Withdrawing Member is a party or by which the Withdrawing Member may be bound or to which it may be subject.

(v) The Withdrawing Member owns its Interest free and clear of all liens and encumbrances or other restrictions of any kind whatsoever of any person whether claiming through the Withdrawing Member or otherwise, except to the extent expressly set forth in the LLC Agreement. The Withdrawing Member's Interest constitutes the entire right, title and

interest in and to claims against the Company owned by the Withdrawing Member or any affiliates of the Withdrawing Member.

(vi) Excepting the Withdrawing Member Unreleased Claims (defined below), from and after the Effective Date, the Withdrawing Member shall not have any right, title or interest in or to or claim against the Company or under the LLC Agreement, including, without limitation, any right, title or interest in or to or against any cash flow or any other distributions, capital, profits and losses, management, voting or other rights under any organizational and operational agreement (whether arising in connection with the Executive Committee, as a member, Developer or otherwise), or any rights to any receivables (including, without limitation, any right to the Withdrawing Member's unreturned Capital Contribution and/or any right to treat the Withdrawing Member's unreturned Capital Contribution as or receive payment of Subordinated Debt) relating to the Company, including but not limited to, member loans, voluntary loans, payment of fees, repayment of any loan or any other such receivables or any right, title or interest in or **[NTD: DELETE THIS PROVISION FOR EACH SUBSEQUENT WITHDRAWING DEVELOPER.]** [to purchase or acquire] any property of the Company, including, without limitation, any right to acquire or purchase Private Sale Lots (provided the foregoing shall not limit or modify (A) the rights of the Withdrawing Member under Section 2(c) above, **[[NTD: INSERT IF SUBSEQUENT WITHDRAWING DEVELOPER]** [(B) the Withdrawing Member's Article 10 Lot Purchase Rights], or (C) the Withdrawing Member's rights under the Withdrawal Amendment).

(vii) The Withdrawing Member hereby represents and warrants that it is the owner of the Withdrawing Member Claims and that it has not previously assigned or transferred any of the Withdrawing Member Claims.

(viii) The Withdrawing Member hereby acknowledges and understands that (i) the Company and the Remaining Members intend to carry on with the business of the Company, (ii) the Withdrawing Member has been provided with due opportunity to inquire regarding the ongoing and future prospects of the business and affairs of the Company, and (iii) the Company and its Remaining Members have no affirmative duty to disclose or other duty (including, without limitation, any fiduciary duty) regarding the ongoing and future business and affairs of the Company (including, without limitation, any potential opportunities, profits or earnings which the Withdrawing Member may be foregoing by withdrawing from the Company pursuant to this Agreement) to the Withdrawing Member however such duty might arise by contract, law or otherwise. The Withdrawing Member hereby waives all rights it may have against the Company, its assets or the Remaining Members in connection with the duties and obligations described in the foregoing subsections (i) to (iii) (collectively, the "**Partnership Opportunity Disclosure Obligations**").

(b) Company's Representations and Warranties. The Company hereby represents and warrants to the Withdrawing Member as of the Effective Date as follows:

(i) The Company is a limited liability company duly organized and validly existing under the laws of the state of Delaware, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) The Company has full power and authority to enter into this Agreement and to

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consummate the Transaction and any other transactions contemplated hereby. This Agreement and the consummation of the Transaction and any other transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company, no further consent or approval is required from the Remaining Members or any other Person except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date, and this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(iii) The execution, delivery and performance of this Agreement does not, and the performance of this Agreement as of the Effective Date will not: (1) violate the organizational documents of the Company; (2) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court having jurisdiction over the Company, or (3) require the Company to obtain any authorization, consent, approval or waiver from, or to make any filing with, any governmental body or authority except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date.

(iv) The execution, delivery and performance of this Agreement, the Transaction and any other transactions contemplated hereby as of the Effective Date do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in a breach of any credit agreement, indenture, lease, guarantee or other instrument to which the Company is a party or by which the Company may be bound or to which it may be subject.

(v) Any and all third party consents or approvals necessary for the performance of this Agreement and the transactions contemplated hereby, including without limitation, the Approval from each of the Remaining Members, has been obtained as of the Effective Date.

(vi) The Company hereby represents and warrants that it is the owner of the Company Claims and that it has not previously assigned or transferred any of the Company Claims.

(c) Remaining Member Representations and Warranties. Each Remaining Member hereby represents and warrants to the Withdrawing Member as of the Effective Date as follows:

(i) Such Remaining Member is a limited liability company or corporation duly organized and validly existing under the laws of the state of its formation, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) Such Remaining Member has full power and authority to enter into the CRA and to consummate the transactions contemplated hereby. The CRA and the

consummation of the transactions contemplated thereby have been duly authorized by all necessary action on the part of such Remaining Member, no further consent or approval is required from the Remaining Member or any other Person except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date, and the CRA constitutes the legal, valid and binding obligation of such Remaining Member enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(iii) The execution, delivery and performance of the CRA does not, and the performance of the CRA and the transactions contemplated thereby as of the Effective Date will not: (1) violate the organizational documents of such Remaining Member; (2) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court having jurisdiction over such Remaining Member, or (3) require such Remaining Member to obtain any authorization, consent, approval or waiver from, or to make any filing with,

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any governmental body or authority except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date.

(iv) The execution, delivery and performance of the CRA and the transactions contemplated thereby as of the Effective Date do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in a breach of any credit agreement, indenture, lease, guarantee or other instrument to which such Remaining Member is a party or by which such Remaining Member may be bound or to which it may be subject.

(d) Survival. Each of the representations and warranties of the Company, the Withdrawing Member and each Remaining Member set forth in this Section 3 shall expire if a claim has not been commenced against the applicable party with respect to a breach of a representation or warranty within one (1) year from the Effective Date.

4. Company Acknowledgment. As a material inducement to the Withdrawing Member to enter into this Agreement, the Company hereby acknowledges and agrees that:

(a) AS-IS ACQUISITION. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND THE WITHDRAWAL AMENDMENT, THE COMPANY IS REDEEMING AND ACQUIRING THE WITHDRAWING MEMBER'S INTEREST IN THE COMPANY ON AN "AS-IS/WHERE-IS" AND "WITH ALL FAULTS AND DEFECTS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF THE WITHDRAWING MEMBER (OR ANY AFFILIATE OR REPRESENTATIVE OF THE WITHDRAWING MEMBER), EXPRESS, IMPLIED OR STATUTORY, AS TO SUCH INTEREST, THE COMPANY, OR THE NATURE OR CONDITION OF OR TITLE TO ALL OR ANY OF THE ASSETS OF THE COMPANY.

(b) No Representations. Other than the express representations, warranties, agreements and covenants of the Withdrawing Member as set forth in this Agreement and the Withdrawal Amendment, neither the Withdrawing Member, nor any Person acting by or on

behalf of the Withdrawing Member, has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to the Company or to any of the Remaining Members upon which the Company or any such Remaining Member is relying, or in connection with which the Company or any such Remaining Member has made or will make any decision concerning the Withdrawing Member's Interest, the Company, the Agreement, the liabilities of the Company and/or the assets of the Company (including, without limitation, the Master Project).

5. Management Rights. On the Effective Date, (i) the Withdrawing Member's management, voting, approval or other similar rights with respect to the Company (whether arising in connection with any Voting Interest, the Executive Committee, as a member, Developer or otherwise) shall have been irrevocably and unconditionally terminated, and (ii) all of the Withdrawing Member's appointed Representatives and Alternates to the Executive Committee shall be deemed to have irrevocably and unconditionally resigned from the Executive Committee and the Withdrawing Member shall have no further representation on the Executive Committee of any kind or nature.

6. Deliveries and Transaction Costs.

(a) Withdrawing Member's Deliveries. At or before the Effective Date, the Withdrawing Member shall deliver to the Company the following:

(i) an executed acknowledgement to the Withdrawal Amendment, in the Withdrawing Member's capacity as a withdrawing member of the Company;

(ii) the written resignation of its Representatives and Alternates from the Executive Committee; and

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(iii) such resolutions, authorizations, or other corporate and/or limited liability company documents or agreements relating to the Withdrawing Member and the Company's Members as shall be reasonably requested by the Company.

(b) The Company's Deliveries. At or before the Effective Date, the Company shall deliver to the Withdrawing Member the following:

- (i) the Withdrawal Amendment, duly executed by the Company and the Remaining Members; and
- (ii) the CRA duly executed by the Remaining Members (the "CRA").

(c) Transaction Costs. Each of the parties shall be responsible for the payment of its own out-of-pocket costs, including attorneys' fees, incurred in connection with this Agreement, whether consummated or not.

7. Releases.

(a) As of the Effective Date, the Withdrawing Member, for itself and its affiliates, partners, directors, members, owners, managers, officers, employees and agents

(individually, a "**Withdrawing Member Releasing Party**" and collectively, the "**Withdrawing Member Releasing Parties**"), hereby releases and discharges (the "**Withdrawing Member Release**") the Company, the Executive Committee (and its appointed Representatives and Alternates), Tejon, each of their respective affiliates, and each of their respective partners, directors, members [[NTD: INSERT IF APPLICABLE] [(excluding the Remaining Developer)]], owners, managers, officers, employees and agents (collectively, "**Company Releasees**") from all causes of action, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, damages, executions, claims, demands, whatsoever, in law or equity, which any Withdrawing Member Releasing Party, individually or collectively, has, ever had or may have in the future against any Company Releasee, by reason of any matter, cause or thing whatsoever accruing or arising from the beginning of time to the Effective Date with respect to the LLC Agreement, the Withdrawal Amendment, the Partnership Opportunity Disclosure Obligations, the Company, the Master Project or the Adjacent Property (collectively, the "**Withdrawing Member Claims**"); provided, however, that this Withdrawing Member Release shall not extend to any Withdrawing Member Claims against any Company Releasee arising out of (i) any breach by any such Company Releasee of any of its obligations or representations and warranties expressly set forth in this Agreement, the Withdrawal Amendment and/or the CRA (or any dispute regarding the interpretation or enforceability of this Agreement, the Withdrawal Amendment and/or the CRA), or [[NTD: INSERT I F SUBSEQUENT WITHDRAWING DEVELOPER] [(ii) the Withdrawing Member's Article 10 Lot Purchase Rights]] (collectively, the "**Withdrawing Member Unreleased Claims**").

It is the intention of the Withdrawing Member Releasing Parties that the release under Section 7(a), with the exception of the Withdrawing Member Unreleased Claims, be effective as a bar to each of the Withdrawing Member Claims hereinabove specified. Each Withdrawing Member Releasing Party understands, acknowledges, and agrees that no Withdrawing Member Unknown Claims (as hereinafter defined), or any facts, events, circumstances, evidence or transactions which could now be asserted or which may hereafter be discovered, shall affect the final, absolute and unconditional nature of the release under Section 7(a). For purposes of this Agreement, "**Withdrawing Member Unknown Claims**" means any and all Withdrawing Member Claims (except for the Withdrawing Member Unreleased Claims) that a Withdrawing Member Releasing Party does not know or suspect to exist in his, her or its favor at the time of the effectiveness of the release under Section 7(a), which if known by such Withdrawing Member Releasing Party would have affected his, her or its decision to give the Withdrawing Member Release provided for herein. With respect to any and all Withdrawing Member Claims, except for Withdrawing Member Unreleased Claims, each of the Withdrawing Member Releasing Parties agrees that upon the

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Effective Date, each Withdrawing Member Releasing Party shall be deemed to have, and shall have, knowingly and expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or*

*her must have materially affected his or her settlement with the debtor."*

(b) As of the Effective Date, the Company, for itself and its affiliates, directors, members (exclusive of the Remaining Members), owners, managers, officers, employees and agents (individually, a "**Company Releasing Party**" and collectively, the "**Company Releasing Parties**"), hereby releases and discharges (the "**Company Release**") the Withdrawing Member, its affiliates, and their respective partners, directors, members, owners, managers, officers, employees and agents (collectively, "**Withdrawing Member Releasees**") from all causes of action, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, damages, executions, claims, demands, whatsoever, in law or equity, which any Company Releasing Party, individually or collectively, has, ever had or may have in the future against any Withdrawing Member Releasee, by reason of any matter, cause or thing whatsoever accruing or arising from the beginning of time to the Effective Date with respect to the LLC Agreement, the Company, the Master Project or the Adjacent Property (collectively, the "**Company Claims**"); provided, however, that this Company Release shall not extend to any Company Claims against the Withdrawing Member arising out of any breach by the Withdrawing Member of any of its obligations or representations and warranties expressly set forth in this Agreement, the Withdrawal Amendment and/or the other documents delivered pursuant to Section 6(a) hereof (or any dispute regarding the interpretation or enforceability of this Agreement and/or the Withdrawal Amendment), or any Company Claims against the Withdrawing Member that the Company Releasing Parties may have in response to or defending against (i) an indemnification claim that is not an Indemnifiable Claim made by the Withdrawing Member Releasees pursuant to Section 16.2 of the LLC Agreement, or **[[NTD: INSERT IF APPLICABLE ]** [(ii) any Company Claims against the Withdrawing Member arising after the Effective Date pertaining to the Article 10 Lot Purchase Rights]] (collectively, the "**Company Unreleased Claims**"). It is the intention of the Company Releasing Parties that the release under this Section 7(b), with the exception of the Company Unreleased Claims, be effective as a bar to each of the Company Claims hereinabove specified. Each Company Releasing Party understands, acknowledges, and agrees that no Company Unknown Claims (as hereinafter defined), or any facts, events, circumstances, evidence or transactions which could now be asserted or which may hereafter be discovered, shall affect the final, absolute and unconditional nature of the release under this Section 7(b). For purposes of this Agreement, "**Company Unknown Claims**" means any and all Company Claims (except for the Company Unreleased Claims) that a Company Releasing Party does not know or suspect to exist in his, her or its favor at the time of the effectiveness of the release under this Section 7(b), which if known by such Company Releasing Party would have affected his, her or its decision to give the Company Release provided for herein. With respect to any and all Company Claims, each of the Company Releasing Parties agrees that upon the Effective Date, each Company Releasing Party shall be deemed to have, and shall have, knowingly and expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor*

*at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

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(c) EACH OF THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGES THAT IT HAS CAREFULLY REVIEWED THIS SECTION AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THIS AGREEMENT.

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Company's Initials

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Withdrawing Member's  
Initials

8. Brokers And Finders. Neither party has had any contact or dealings regarding the Master Project, or any communication in connection with the subject matter of this Agreement, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the transactions contemplated herein. In the event that any broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers, trustees, members and managers from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including reasonable attorneys' fees), whether direct, contingent or consequential, arising out of, based on, or incurred as a result of such claim. The provisions of this paragraph shall survive the termination of this Agreement.

9. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Neither the Company nor the Withdrawing Member shall assign any of their respective right, title or interest in or to this Agreement.

(b) Amendments. This Agreement may be amended or modified only by a written instrument executed by the Withdrawing Member and the Company.

(c) Dispute Resolution. Notwithstanding anything to the contrary set forth in this Agreement, in the event of a claim by a party hereto or to the CRA against another party hereto or the CRA arising out of or otherwise relating to this Agreement or the CRA, the parties shall promptly and in good faith attempt to resolve such claim by mutual agreement. In the event the parties are unable to resolve such claim by mutual agreement, the matter shall be settled exclusively by a binding arbitration ("**Arbitration**"), conducted by a single arbitrator (the "**Arbitrator**") chosen by the parties as described below. Any party may initiate the Arbitration by written notice to the other party(ies) and to the Arbitration Tribunal.

The date on which the notice is given is called the "**Arbitration Initiation Date**". The fees and expenses of the Arbitration Tribunal and the Arbitrator shall be shared equally by the Withdrawing Member and the Company, and advanced by them from time to time as required; provided, however, that at the conclusion of the Arbitration, the Arbitrator may award

costs and expenses (including the costs of the Arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party.

Except as expressly modified herein, the Arbitration shall be conducted in accordance with the provisions of Section 1280 et seq. of the California Code of Civil Procedure or their successor sections ("**CCP**"), except that Section 1283.05 (discovery) shall not apply, and shall constitute the exclusive procedure and forum for the determination of any claim, including whether the claim is subject to arbitration. The Arbitration shall be conducted under the procedures of the Arbitration Tribunal, except as modified herein. The "**Arbitration Tribunal**" shall be the Los Angeles Office of JAMS/ENDISPUTE ("**JAMS**"), unless the parties to the dispute cannot agree on

a JAMS arbitrator, in which case the Arbitration Tribunal shall be the Los Angeles Office of the American Arbitration Association ("AAA").

The Arbitrator shall be a retired judge or other arbitrator employed by JAMS selected by mutual agreement of the parties to the dispute, and if they cannot so agree within thirty (30) days after the Arbitration Initiation Date, then the Arbitrator shall be selected from the Large and Complex Case Project ("LCCP") panel of the AAA, by mutual agreement of the parties to the dispute. If the parties to the dispute cannot agree on an Arbitrator within sixty (60) days after the Arbitration Initiation Date, then the Arbitrator shall be selected by the AAA, from its LCCP panel, through such procedures as the AAA regularly follows. In all events, the Arbitrator must have had not less than fifteen (15) years' experience as a transactional or litigation lawyer, judge or arbitrator of complex business transactions. If for any reason the AAA does not so act, then any party to the dispute may apply to the Superior Court in and for Los Angeles County, California, for the appointment of a single arbitrator.

No pre-arbitration discovery shall be permitted, except that the Arbitrator shall have the power in his or her sole discretion, on application by any party to the Arbitration, to order pre-arbitration examination solely of those witnesses and documents that the other party intends to introduce as its case-in-chief at the arbitration hearing. Prior to the commencement of arbitration hearings, the Arbitrator shall have the power, in his or her discretion, upon the Withdrawing Member's and/or the Company's motion but not the Arbitrator's own initiative, to order the parties to engage in pre-arbitration mediation for a period not exceeding thirty (30) days before a mediator mutually acceptable to the parties.

The Arbitrator shall try any and all issues of law or fact and be prepared to make the award within ninety (90) days after the close of evidence in the Arbitration. When prepared to make the award, the Arbitrator shall first so inform the parties, who shall have ten (10) days to attempt to resolve the matter by a binding agreement between them. If the parties so resolve the matter, then the Arbitrator shall not make any award. If the parties do not so resolve the matter, the Arbitrator shall make the award on the eleventh day following his notice of being prepared to make the award. The Arbitrator's award shall dispose of all of the claims that are the subject of the Arbitration and shall follow Delaware law and precedent, and shall be a reasoned opinion. The Arbitrator shall be empowered to (i) enter equitable as well as legal relief, (ii) provide all temporary and/or provisional remedies, and (iii) enter binding equitable orders. The award rendered by the Arbitrator shall be final and not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction.

(d) Governing Law; Choice of Forum.

(i) Subject to Section 9(c) above, this Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Delaware, without reference to the rules regarding conflict or choice of laws of such State.

(ii) The Withdrawing Member and the Company each acknowledge and agree that, subject to Section 9(c) above, the Superior Court of the State of California in and for Los Angeles County, and the associated federal and appellate courts, shall have exclusive jurisdiction to hear and decide any dispute, controversy or litigation regarding this Agreement or any portion thereof.

(e) Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. This Agreement shall not be construed against either the Company or the Withdrawing Member but shall be construed as a whole, in accordance with its fair meaning, and as if prepared by the Company and the Withdrawing Member jointly.

(f) No Obligation to Third Parties. Except as set forth in the CRA, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

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(g) Further Assurances. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement. This provision shall survive the Effective Date.

(h) Merger of Prior Agreements. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letter of intent or nonbinding proposal, which shall be of no further force or effect upon execution of this Agreement by the Company and the Withdrawing Member.

(i) Enforcement. The parties shall bear their own attorneys' fees and costs incurred in connection with the negotiation and execution of this Agreement. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement or any document executed in connection with this Agreement (including, without limitation, any dispute as to whether a Claim is an Indemnifiable Claim under Section 16.2 of the LLC Agreement), the prevailing party in such dispute shall be awarded any and all costs and expenses incurred by the prevailing party in enforcing, defending or establishing its rights hereunder or thereunder, including, without limitation, court costs and reasonable attorneys and expert witness fees. In addition to the foregoing award of costs and fees, the prevailing party shall also be entitled to recover its reasonable attorneys' fees incurred in any post judgment

proceedings to collect or enforce any judgment. This provision is separate and several and shall survive the Effective Date.

(j) Time. Time is of the essence of this Agreement. For purposes of this Agreement "business day" shall mean any day other than a Saturday and those days specified as a "holiday" in Section 7 of the California Civil Code. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run to and include the next day which is a business day.

(k) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, then the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(l) No Waiver. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and executed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(m) No Offer or Binding Contract. The parties hereto agree that the submission of an unexecuted copy or counterpart of this Agreement by one party to another is not intended by either party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The parties shall be legally bound pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, and (i) both the Withdrawing Member and the Company have fully executed and delivered this Agreement (and the Remaining Members have executed and delivered the Consent, Ratification and Agreement of the Remaining Members attached to this Agreement), and (ii) the Remaining Members and the Withdrawing Member have fully executed and delivered the Withdrawal Amendment.

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(n) Counterparts. This Agreement, and any document executed in connection with this Agreement, may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page.

(o) Notices. Notices or other communications shall be given only by the following methods: (i) hand delivered with a receipt of the addressee or the addressee's agent, (ii) deposited with the United States Post Office by registered or certified mail, return receipt requested, postage prepaid, (iii) deposited with a recognized global or national overnight delivery service, (iv) sent by facsimile transmission, with a telephone or written receipt by the addressee

or the addressee's agent, or (v) transmitted by e-mail, with a telephone or written receipt by the addressee or the addressee's agent. All notices and other communications shall be deemed received by the addressee for all purposes of this Agreement on the date of the receipt for delivery (as provided in each case above).

To Withdrawing Member: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Company: Centennial Partners, LLC c/o Tejon Ranchcorp  
P.O. Box 1000 Lebec, CA 93243  
Facsimile: (661) 248-3100 Attention: General Counsel

With a copy to: Cox, Castle & Nicholson LLP 50 California Street, Suite 3200 San Francisco, CA 94111  
Attention: Mathew A. Wyman, Esq.  
Facsimile: (415) 262-5166

(p) Joint and Several Liability. To the extent applicable, the parties constituting the Withdrawing Member shall be jointly and severally liable for the obligations of the Withdrawing Member under this Agreement.

[Signatures appear on next page]



**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**WITHDRAWING MEMBER:**

**[NTD: SIGNATURE BLOCK TO BE INSERTED]**

**COMPANY:**

CENTENNIAL FOUNDERS, LLC,  
a Delaware limited liability company

By: Tejon Ranchcorp,  
a California corporation,  
its Development Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**SCHEDULE 1**

**CONSENT, RATIFICATION AND AGREEMENT OF THE REMAINING MEMBERS**

Each of the undersigned hereby consents to all of the terms and conditions of the foregoing Redemption and Withdrawal Agreement (the "**Agreement**"). Without limiting the generality of the foregoing, (i) each Remaining Member hereby consents to the Company's execution and delivery of the Agreement, and (ii) each Remaining Member hereby agrees to be bound by the provisions of Sections 3(c), 3(d), 4, 9(c) and 9(i) of the Agreement. Except where otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

In consideration for the release given by the Withdrawing Member Releasing Parties to Tejon pursuant to Section 7(a) above, Tejon, for itself and its affiliates, partners, directors, members, owners, managers, officers, employees and agents (individually, a "**Tejon Releasing Party**" and collectively, the "**Tejon Releasing Parties**"), hereby releases and discharges (the "**Tejon Release**") the Withdrawing Member Releasees, from all claims each Tejon Releasing Party has, ever had or may have in the future against any Withdrawing Member Releasee, by reason of any matter, cause or thing whatsoever accruing or arising from the beginning of time to the Effective Date with respect to the LLC Agreement, the Company, the Master Project or the Adjacent Property **[[NTD: INSERT IF SUBSEQUENT WITHDRAWING DEVELOPER]** [or the Article 10 Lot Purchase Rights]] (collectively, the "**Tejon Claims**"); provided, however, that this Tejon Release shall not extend to (i) any Tejon Claims against the Withdrawing Member arising out of any breach by the Withdrawing Member of any of its obligations or representations and warranties expressly set forth in the Agreement, the Withdrawal Amendment and/or the other documents delivered pursuant to Section 6(b) of the Agreement (or any dispute regarding the interpretation or enforceability of this Agreement and/or the Withdrawal Amendment), or (ii) Tejon Claims against the Withdrawing Member that the Tejon Releasing Parties may have in response to or defending against an indemnification claim that is not an Indemnifiable Claim made by the Withdrawing Member Releasees pursuant to Section 16.2 of the LLC Agreement.

Tejon hereby represents and warrants that it is the owner of the Tejon Claims and that it has not previously assigned or transferred any of the Tejon Claims. It is the intention of the Tejon Releasing Parties that the foregoing release with the exception of the Company Unreleased Claims, be effective as a bar to each of the Company Claims hereinabove specified. Each Tejon Releasing Party understands, acknowledges, and agrees that no Company Unknown Claims, or any facts, events, circumstances, evidence or transactions which could now be asserted or which may hereafter be discovered, shall affect the final, absolute and unconditional nature of the release under this Consent, Ratification and Agreement of the Remaining Members.

With respect to any and all Company Claims, each of the Tejon Releasing Parties agrees that upon the Effective Date, each Tejon Releasing Party shall be deemed to have, and shall have, knowingly and expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or any other state, sovereign or jurisdiction, or principle of common law which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

TEJON SPECIFICALLY ACKNOWLEDGES THAT IT HAS CAREFULLY REVIEWED THIS CONSENT, RATIFICATION AND AGREEMENT OF THE REMAINING MEMBERS AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS CONSENT, RATIFICATION AND AGREEMENT OF THE REMAINING MEMBERS ARE A MATERIAL PART OF THE AGREEMENT.

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Exhibit 10.41

Tejon's Initials

[Signatures appear on next page]

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**REMAINING DEVELOPER:**

**[NTD: INSERT SIGNATURE BLOCK IF APPLICABLE]**

*[signatures continue on following page]*

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**REMAINING MEMBER:**

**TEJON RANCH CORP,**  
a California corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[end of signatures]*

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Exhibit 10.41

**SCHEDULE 1  
EXHIBIT "F"**

[attached]

033187\8275654

[Schedule 1 - Second Amendment to Second Amended and Restated Limited Liability Company Agreement of Centennial Founders, LLC]

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Exhibit 10.41

EXHIBIT F							
DILUTION CALCULATION							
<i>DOLLARS IN THOUSANDS</i>							
			CALATLANTIC			DILUTION CALCULATION	
		TEJON	PARDEE	HOMES	TOTAL	% REDUCTION	TIMES 200
Effective Capital Contributions - A		92,250	14,936	14,936	122,121		
Ownership Percentage Interests		83.48%	8.26%	8.26%			
<b>Example One - Capital Call</b>					300		
Funding Members Contribution		250	0	0	250		
Non-Funding Members' Shares-4.3A and 4.4							
	Pardee %	25	<b>B</b>		25	0.020%	<b>C</b> 0.04%
	CalAtlantic %	25			25	0.020%	0.04%
	Total Contribution	300	0	0	300		
Effective Capital Contributions		92,550	14,936	14,936	122,421		
Adjusted Percentage Interests		83.56%	8.22%	8.22%	<b>D</b>		
<b>Example Two - Capital Call</b>					500		
Funding Members Contribution		418	0	0	418		
Non-Funding Members' Shares-4.3A and 4.4							
	Pardee %	41			41	0.033%	0.07%
	CalAtlantic %	41			41	0.033%	0.07%
	Total Contribution	500	0	0	500		
Effective Capital Contributions		93,050	14,936	14,936	122,921		
Adjusted Percentage Interests		83.69%	8.15%	8.15%			
A - Effective Capital Contributions equal cash capital contributions through November 30, 2016 plus land contribution for Tejon.							
B - Delinquent Contribution equals Total Capital Call (300) times Ownership Percentage Interest, as adjusted for prior dilutions.							
C - Dilution equals Delinquent Contribution (25) divided by New Total Effective Capital Contributions (122,421) times 200.							
D - Adjusted Percentage Interests equals Percentage Interest less dilution as described in section 4.4A(1).							

## LIST OF SUBSIDIARIES OF REGISTRANT

### EXHIBIT 21

#### (21) Subsidiaries of Registrant

A. Registrant: Tejon Ranch Co.

#### B. Subsidiaries of Registrant

a. Tejon Ranchcorp, 100% owned by Registrant.

b. Laval Agricultural Company, formerly Tejon Farming Company.

c. Tejon Ranch Feedlot, Inc.

d. White Wolf Corporation.

e. Tejon Development Corporation.

f. Tejon Industrial Corp.

g. RSF 6051 LLC, a Delaware limited liability company.

h. Tejon Energy LLC.

i. NHSE CA Thrashers LLC.

j. Centennial Founders LLC, Delaware limited liability company, 74% owned by Tejon Ranchcorp.

k. Tejon Hounds, LLC.

l. Tejon Mountain Village, LLC., Delaware limited liability company.

m. Tejon Ranch Wine Company, LLC.

n. TRCC - West One, LLC.

C. Each of the aforesaid subsidiaries is included in Registrant's Consolidated Financial Statements, set forth in answer to Item 15(a)(1) hereof.

D. Each of the aforesaid subsidiaries (a) is a corporation unless otherwise stated, (b) was organized and incorporated or filed under the laws of the State of California unless otherwise stated, and (c) has 100% of its common stock (if a corporation) or membership interest (if a limited liability company) owned by Tejon Ranchcorp unless otherwise stated.

E. Each of the aforesaid subsidiaries does business under its name, as shown. Registrant also does business under the name Tejon Ranch Company. Tejon Ranchcorp also does business under the names Tejon Ranch Company, Tejon Ranch, Grapevine Center, Grapevine Press, High Desert Hunt Club and Laval Farms. Laval Agricultural Company does business also under the names Laval Farms and Tejon Ranch. Tejon Industrial Corp. also does business under the name Tejon Ranch Commerce Center and Tejon Industrial Complex.

CONSENT OF ERNST & YOUNG LLP

**EXHIBIT 23.1**

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-152804) pertaining to the Tejon Ranch Co. Amended and Restated 1998 Stock Incentive Plan;
- (2) Registration Statement (Form S-8 No. 333-68869) pertaining to the Tejon Ranch Co. 1998 Stock Incentive Plan and Non-Employee Director Stock Incentive Plan;
- (3) Registration Statement (Form S-8 No. 333-70128) pertaining to the Tejon Ranch Co. 1998 Stock Incentive Plan;
- (4) Registration Statement (Form S-8 No. 333-113887) pertaining to the Tejon Ranch Nonqualified Deferred Compensation Plan;
- (5) Registration Statement (Form S-3 No. 333-115946) and related Prospectus;
- (6) Registration Statement (Form S-3 No. 333-130482) and related Prospectus;
- (7) Registration Statement (Form S-3 No. 333-166167) and related Prospectus;
- (8) Registration Statement (Form S-3 No. 333-184367) and related Prospectus;
- (9) Registration Statement (Form S-3 No. 333-192824) and related Prospectus; and
- (10) Registration Statement (Form S-3 No. 333-210875) and related Prospectus;

of our reports dated March 10, 2017, with respect to the consolidated financial statements of Tejon Ranch Co. and Subsidiaries, and the effectiveness of internal control over financial reporting of Tejon Ranch Co. and Subsidiaries, included in this Annual Report (Form 10-K) for the year ended December 31, 2016.

/s/ Ernst & Young LLP

Los Angeles, California  
March 10, 2017

CONSENT OF RSM US LLP

**EXHIBIT 23.2**

**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-152804, 333-68869, 333-70128, 333-113887, 333-210500) and the Registration Statements and related Prospectuses on Form S-3 (Nos. 333-115946, 333-130482, 333-166167, 333-184367, 333-192824, 333-210875) of Tejon Ranch Co. of our report dated February 28, 2017, relating to our audit of the consolidated financial statements of Petro Travel Plaza Holdings LLC, included in this Annual Report on Form 10-K for the year ended December 31, 2016.

/s/ RSM US LLP

Cleveland, Ohio  
March 10, 2017

**EXHIBIT 31.1**

**Certification of Chief Executive Officer Pursuant to  
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)  
as Adopted Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Gregory S. Bielli, certify that:

1. I have reviewed this annual report on Form 10-K of Tejon Ranch Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 10, 2017

/s/ Gregory S. Bielli

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Gregory S. Bielli  
Chief Executive Officer

**EXHIBIT 31.2**

**Certification of Chief Financial Officer Pursuant to  
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)  
as Adopted Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Allen E. Lyda, certify that:

1. I have reviewed this annual report on Form 10-K of Tejon Ranch Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 10, 2017

/s/ Allen E. Lyda

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Allen E. Lyda  
Chief Financial Officer

**EXHIBIT 31.3**

**Certification of Chief Accounting Officer Pursuant to  
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)  
as Adopted Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Robert D. Velasquez, certify that:

1. I have reviewed this annual report on Form 10-K of Tejon Ranch Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 10, 2017

/s/ Robert D. Velasquez

Robert D. Velasquez

Vice President of Finance and Chief Accounting Officer

**EXHIBIT 32**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Each of the undersigned hereby certifies, in his capacity as an officer of Tejon Ranch Co. (the "Company"), for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his own knowledge:

- The Annual Report of the Company on Form 10-K for the period ended December 31, 2016 fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- The information contained in such report fairly presents, in all material respects, the financial condition and results of operation of the Company.

A signed original of this written statement required by Section 906 has been provided to Tejon Ranch Co. and will be retained by Tejon Ranch Co., and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: March 10, 2017

/s/ Gregory S. Bielli

Gregory S. Bielli  
Chief Executive Officer

/s/ Allen E. Lyda

Allen E. Lyda  
Chief Financial Officer

/s/ Robert D. Velasquez

Robert D. Velasquez  
Vice President of Finance and Chief Accounting Officer



# **Petro Travel Plaza Holdings LLC**

## **Consolidated Financial Statements**

**For the Years Ended  
December 31, 2016, 2015 and 2014**

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Members  
Petro Travel Plaza Holdings LLC

We have audited the accompanying consolidated balance sheets of Petro Travel Plaza Holdings LLC as of December 31, 2016 and 2015, and the related consolidated statements of comprehensive income, cash flows and changes in members' capital for each of the three years in the period ended December 31, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Petro Travel Plaza Holdings LLC as of December 31, 2016 and 2015, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles.

/s/ RSM US LLP

Cleveland, Ohio  
February 28, 2017

**PETRO TRAVEL PLAZA HOLDINGS LLC**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands)

	December 31,	
	2016	2015
<b>Assets</b>		
Current assets:		
Cash	\$ 9,015	\$ 9,908
Inventory	2,179	1,967
Due from affiliate	1,375	—
Other current assets	36	138
<b>Total current assets</b>	<b>12,605</b>	<b>12,013</b>
Property and equipment, net	55,883	52,296
Other noncurrent assets, net	164	175
<b>Total assets</b>	<b>\$ 68,652</b>	<b>\$ 64,484</b>
<b>Liabilities and Members' Capital</b>		
Current liabilities:		
Current portion of long term debt	\$ —	\$ 805
Due to affiliate	—	47
Accrued expenses and other current liabilities	1,909	1,839
<b>Total current liabilities</b>	<b>1,909</b>	<b>2,691</b>
Long term debt, excluding current portion	15,275	14,914
Other noncurrent liabilities	181	169
<b>Total liabilities</b>	<b>17,365</b>	<b>17,774</b>
Members' capital	51,287	46,710
<b>Total liabilities and members' capital</b>	<b>\$ 68,652</b>	<b>\$ 64,484</b>

The accompanying notes are an integral part of these consolidated financial statements.

**PETRO TRAVEL PLAZA HOLDINGS LLC**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in thousands)

	Year Ended December 31,		
	2016	2015	2014
<b>Revenues:</b>			
Fuel	\$ 83,149	\$ 86,692	\$ 98,039
Nonfuel	31,798	29,084	24,545
Total revenues	<u>114,947</u>	<u>115,776</u>	<u>122,584</u>
<b>Costs and expenses:</b>			
<b>Cost of goods sold (excluding depreciation):</b>			
Fuel	68,465	73,281	86,130
Nonfuel	12,815	12,002	10,435
Total cost of goods sold	<u>81,280</u>	<u>85,283</u>	<u>96,565</u>
Operating expenses	18,743	17,757	15,640
Depreciation and amortization	<u>2,140</u>	<u>1,653</u>	<u>1,678</u>
Total costs and expenses	<u>102,163</u>	<u>104,693</u>	<u>113,883</u>
Operating income	12,784	11,083	8,701
Interest expense, net	<u>707</u>	<u>454</u>	<u>472</u>
Net income and comprehensive income	<u>\$ 12,077</u>	<u>\$ 10,629</u>	<u>\$ 8,229</u>

The accompanying notes are an integral part of these consolidated financial statements.

**PETRO TRAVEL PLAZA HOLDINGS LLC**  
**CONSOLIDATED STATEMENTS OF CASH FLOW**  
(in thousands)

	Year Ended December 31,		
	2016	2015	2014
<b>Cash flows from operating activities:</b>			
Net income	\$ 12,077	\$ 10,629	\$ 8,229
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	2,140	1,653	1,678
Debt financing costs	138	—	—
Increase (decrease) from changes in:			
Inventory	(212)	144	249
Other current assets	102	42	(29)
Due to/from affiliate	(1,422)	(387)	1,577
Accrued expenses and other current liabilities	70	(35)	246
Other, net	30	(83)	27
Net cash provided by operating activities	12,923	11,963	11,977
<b>Cash flows from investing activities:</b>			
Purchases of property and equipment	(5,715)	(5,930)	(5,739)
Proceeds from the sale of property and equipment	—	—	8
Net cash used in investing activities	(5,715)	(5,930)	(5,731)
<b>Cash flows from financing activities:</b>			
Repayments of long term debt	(543)	(794)	(755)
Payment of debt issuance costs	(58)	—	—
Distributions to members	(7,500)	(12,000)	—
Net cash used in financing activities	(8,101)	(12,794)	(755)
Net (decrease) increase in cash	(893)	(6,761)	5,491
Cash, beginning of period	9,908	16,669	11,178
Cash, end of period	\$ 9,015	\$ 9,908	\$ 16,669
<b>Supplemental cash flow information:</b>			
Interest paid during the period	\$ 573	\$ 455	\$ 476

The accompanying notes are an integral part of these consolidated financial statements.

**PETRO TRAVEL PLAZA HOLDINGS LLC**  
**CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' CAPITAL**  
(in thousands)

	<b>Members' Capital</b>
Balance, December 31, 2013	\$ 39,852
Net income	8,229
Balance, December 31, 2014	48,081
Net income	10,629
Distributions to members	(12,000)
Balance, December 31, 2015	46,710
Net income	12,077
Distributions to members	(7,500)
Balance, December 31, 2016	\$ 51,287

The accompanying notes are an integral part of these consolidated financial statements.

**PETRO TRAVEL PLAZA HOLDINGS LLC**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands)

**(1) Summary of Significant Accounting Policies**

***General Information and Basis of Presentation***

Petro Travel Plaza Holdings LLC (the "Company"), a Delaware limited liability company, was formed on October 8, 2008, by Tejon Development Corporation, a California corporation ("Tejon"), and TA Operating LLC, a Delaware limited liability company ("TA"). The Company has two wholly owned subsidiaries: Petro Travel Plaza LLC ("PTP"), and East Travel Plaza LLC ("ETP"), each of which is a California limited liability company. The Company's Limited Liability Company Operating Agreement, as amended, ("the Operating Agreement") limits each members' liability to the fullest extent permitted by law. Pursuant to the terms of the Operating Agreement, TA manages the Company's operations and is responsible for the administrative, accounting and tax functions of the Company.

The Company has two travel centers, three convenience stores with retail gasoline stations and one standalone restaurant in Southern California, which we refer to collectively as the locations. One travel center and two convenience stores, owned by PTP, operate under the Petro brand and Minit Mart brand, respectively, and one travel center and convenience store owned by ETP, operate under the TravelCenters of America brand and Minit Mart brand, respectively. The one standalone restaurant, owned by ETP, operates under the Black Bear Diner brand. The travel centers offer a broad range of products, services and amenities, including diesel fuel, gasoline, full service and branded quick service restaurants, or QSRs, truck maintenance and repair facilities, travel stores and truck driver services such as showers, weigh scales, a truck wash and laundry facilities. The convenience stores offer gasoline as well as a variety of nonfuel products, including coffee, groceries, fresh foods and quick service restaurants, or QSRs.

The members and their interests in the Company are as follows:

**Members**

Tejon	60.0%
TA	40.0%

In any fiscal year, the Company's profits or losses and distributions, if any, shall be allocated 60.0% to Tejon and 40.0% to TA pursuant to the terms of the Operating Agreement.

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, PTP and ETP, after eliminating intercompany transactions, profits and balances. The preparation of financial statements in conformity with U.S. generally accepted accounting principles, or U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The Company has evaluated subsequent events through February 28, 2017, which date represents the date the financial statements were available to be issued.

***Significant Accounting Policies***

***Inventory***

Inventory is stated at the lower of cost or market value. The Company determines cost principally on the weighted average cost method.

***Property and Equipment***

Property and equipment are recorded at historical cost. Depreciation and amortization are provided using the straight-line method over the estimated useful lives of the respective assets. Repairs and maintenance are charged to expense as incurred and amounted to \$848, \$789 and \$732 for the years ended December 31, 2016, 2015 and 2014, respectively. Renewals and betterments are capitalized. The cost and related accumulated depreciation of property and equipment sold, replaced or otherwise disposed is removed from the related accounts. Gains or losses on disposal of property and equipment are credited or charged to depreciation and amortization in the accompanying consolidated statements of income and comprehensive income.

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*Impairment of Long Lived Assets*

The Company reviews definite lived assets for indicators of impairment during each reporting period. The Company recognizes impairment charges when (a) the carrying value of a long lived or indefinite lived asset group to be held and used in the business is not recoverable and exceeds its fair value and (b) when the carrying value of a long lived asset to be disposed of exceeds the estimated fair value of the asset less the estimated cost to sell the asset. The Company's estimates of fair value are based on its estimates of likely market participant assumptions including projected operating results and the discount rate used to measure the present value of projected future cash flows. The Company recognizes such impairment charges in the period during which the circumstances surrounding an asset to be held and used have changed such that the carrying value is no longer recoverable, or during which a commitment to a plan to dispose of the asset is made. The Company performs an impairment analysis for substantially all property and equipment at the individual location level because that is the lowest level of asset groupings for which the cash flows are largely independent of the cash flows of other assets and liabilities.

*Environmental Liabilities and Expenditures*

The Company records the expense of remediation charges and penalties when the obligation to remediate is probable and the amount of associated costs is reasonably determinable. The Company includes remediation expenses within operating expenses in the accompanying consolidated statements of comprehensive income. Generally, the timing of remediation expense recognized coincides with the completion of a feasibility study or the commitment to a formal plan of action. Accrued liabilities related to environmental matters are recorded on an undiscounted basis because of the uncertainty associated with the timing of the related future payments.

*Asset Retirement Obligations*

Asset retirement costs are capitalized as part of the cost of the related long lived asset and such costs are allocated to expense using a systematic and rational method. To date, these costs relate to the Company's obligation to remove underground storage tanks used to store fuel and motor oil. The Company records a liability for the fair value of an asset retirement obligation with a corresponding increase to the carrying value of the related long lived asset at the time an underground storage tank is installed. The Company amortizes the amount added to property and equipment and recognizes accretion expense in connection with the discounted liability over the remaining life of the respective underground storage tank. The Company bases the estimated liability on its historical experiences in removing these assets, estimated useful lives, external estimates as to the cost to remove the assets in the future and regulatory or contractual requirements. Revisions to the liability could occur due to changes in estimated removal costs, or asset useful lives or if new regulations regarding the removal of such tanks are enacted. An asset retirement obligation of \$181 and \$169 has been recorded as a noncurrent liability as of December 31, 2016 and 2015, respectively.

*Revenue Recognition*

The Company recognizes revenue from the sale of fuel and nonfuel products and services at the time delivery has occurred and services have been performed. The estimated cost to the Company of the redemption by customers of loyalty program points is recorded as a discount against gross sales in determining net sales presented in the consolidated statements of comprehensive income.

*Motor Fuel Taxes*

The Company collects the cost of certain motor fuel taxes from consumers and remits those amounts to the supplier or the appropriate governmental agency. Such taxes were \$13,726, \$12,804 and \$11,621, for the years ended December 31, 2016, 2015 and 2014, respectively, and are included in net revenues and cost of sales in the accompanying consolidated comprehensive income statements.

*Advertising and Promotion*

Costs incurred in connection with advertising and promotions are expensed as incurred. Advertising and promotion expenses, which are included in operating expenses in the accompanying consolidated comprehensive income statements, were \$516, \$463 and \$360 for the years ended December 31, 2016, 2015 and 2014, respectively.



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*Income Taxes*

The Company is not subject to federal or state income taxes. Results of operations are allocated to the members in accordance with the provisions of the Operating Agreement and reported by each member on its federal and state income tax returns. The taxable income or loss allocated to the members in any one year generally varies substantially from income or loss for financial reporting purposes due to differences between the periods in which such items are reported for financial reporting and income tax purposes.

*Reclassifications*

Certain prior year amounts have been reclassified to be consistent with the current year presentation, including the reclassification in the Company's consolidated balance sheets of deferred financing costs of debt issuance costs of \$30 from assets to current portion of long term debt and \$59 from assets to long term debt in accordance with Accounting Standards Update 2015-03, *Simplifying the Presentation of Debt Issuance Costs*.

*Recently Issued Accounting Pronouncements*

In May 2014, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update 2014-09, *Revenue from Contracts with Customers*, or ASU 2014-09, which establishes a standard for comprehensive revenue recognition. The new standard will apply for annual periods beginning after December 15, 2017, including interim periods therein. Early adoption is prohibited. To address implementing ASU 2014-09 and evaluate its impact on the Company's consolidated financial statements, the Company has developed a project plan in which it utilized a bottom up approach to evaluate its revenue streams and related internal controls. Since many of the Company's revenue streams are point of sale, the Company does not believe the implementation of this standard will have a material impact on its consolidated financial statements. The Company expects to complete its assessment, including selecting a transition method for adoption, by the end of the third quarter of 2017.

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases*, which established a comprehensive lease standard under GAAP for virtually all industries. The new standard will apply for annual periods beginning after December 15, 2018, including interim periods therein. Early adoption is permitted. The implementation of this standard is not expected to cause any material changes to the Company's financial statements.

In August 2016, the FASB issued Accounting Standards Update 2016-15, *Statement of Cash Flows*, which simplifies elements of cash flow classification and reduces diversity in practice across all industries. The new standard will apply for annual periods beginning after December 15, 2017, including interim periods therein, and requires retrospective application. Early adoption is permitted. The implementation of this standard is not expected to cause any material changes to the Company's consolidated statements of cash flows.

**(2) Inventory**

Inventory at December 31, 2016 and 2015, consisted of the following:

	<b>2016</b>	<b>2015</b>
Nonfuel products	\$ 1,759	\$ 1,660
Fuel products	420	307
<b>Total inventory</b>	<b>\$ 2,179</b>	<b>\$ 1,967</b>

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**(3) Property and Equipment**

Property and equipment, net, as of December 31, 2016 and 2015, consisted of the following:

	Estimated Useful Lives (years)	2016	2015
Land and improvements		\$ 19,068	\$ 19,068
Buildings and improvements	10-40	45,625	38,997
Machinery, equipment and furniture	3-10	12,352	10,377
Construction in progress		1,893	4,769
		78,938	73,211
Less: accumulated depreciation and amortization		23,055	20,915
Property and equipment, net		<u>\$ 55,883</u>	<u>\$ 52,296</u>

Depreciation expense for the years ended December 31, 2016, 2015 and 2014 was \$2,128, \$1,645 and \$1,671, respectively.

**(4) Accrued expenses and other current liabilities**

Accrued expenses and other current liabilities as of December 31, 2016 and 2015, consisted of the following:

	2016	2015
Taxes payable, other than income taxes	\$ 726	\$ 450
Self insurance accrual	692	646
Environmental accrual	167	286
Other	324	457
Total accrued expenses and other current liabilities	<u>\$ 1,909</u>	<u>\$ 1,839</u>

**(5) Long Term Debt**

Long term debt consisted of the following at December 31, 2016 and 2015:

	2016	2015
Note payable to a bank	\$ 15,331	\$ 15,808
Less: debt issuance costs	56	89
Less: current portion	—	805
Total long term debt	<u>\$ 15,275</u>	<u>\$ 14,914</u>

In July 2016, the Company amended its credit agreement to, among other things, extend the maturity date, with the first minimum principal payment of \$447 due in 2021, and decrease the interest rate on the debt to LIBOR plus 1.95%, payable monthly. The credit agreement includes certain financial covenants, with which the Company was in compliance at December 31, 2016. At December 31, 2016, the interest rate was 2.72%. The Company's weighted average interest rates for the years ended December 31, 2016, 2015 and 2014 were 2.78%, 2.70% and 2.66%, respectively. The debt is secured by the Company's real property.

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*Debt Issuance Costs*

In amending the Company's debt agreement, we incurred \$58 of debt issuance costs that have been capitalized and are being amortized to interest expense over the term of the amended debt agreement using the effective interest method. The unamortized debt issuance costs that existed prior to amending the debt agreement have been written off to interest expense for the year ended December 31, 2016. Debt issuance costs presented on the consolidated balance sheets as a reduction of long term debt for the years ended December 31, 2016 and 2015, were \$56 and \$89, net of accumulated amortization of debt issuance costs were \$2 and \$125, respectively.

**(6) Related Party Transactions**

Pursuant to the terms of the Operating Agreement, TA provides cash management services to PTP, including the collection of accounts receivable. Accounts receivable are periodically transferred to TA for collection and any amounts for which PTP has not received payment from TA are reflected as due from affiliate in the accompanying consolidated balance sheets. Amounts due from affiliate as of December 31, 2016 were \$1,375 and amounts due to affiliate as of December 31, 2015, were \$47. Pursuant to the terms of the Operating Agreement, TA manages the locations and is responsible for the administrative, accounting, and tax functions of the Company. TA receives a management fee for providing these services, which may not be commensurate with the cost of these services were the Company to perform these internally or obtain them from an unrelated third party. The Company paid management fees to TA in the amount of \$1,055, \$838 and \$800 for the years ended December 31, 2016, 2015 and 2014, respectively, which fees are included in operating expenses in the accompanying consolidated statements of comprehensive income. In December 2014, the Company amended the Operating Agreement to (a) provide for the construction of a convenience store, (b) specify a fee for the oversight of the construction of that convenience store, and (c) provide for a management fee for the convenience store upon commencement of operations. In August 2016, the Company amended the Operating Agreement to include, among other things, construction of a QSR by TA on the property of a travel center. The Company has agreed to pay TA a construction management fee equal to 2% of hard costs of the construction of the QSR. TA opened the QSR on February 13, 2017. In November 2016, the Company further amended the Operating Agreement to, among other things, (a) increase the annual management fee to \$1,300 effective January 1, 2017, with annual increases equal to the lesser of (i) the increase in the Customer Price Index or (ii) 2.5% and (b) include any additional new builds or significant renovation projects in the construction management fee. In addition to management services and staffing provided by TA, the Operating Agreement grants the Company the right to use all of TA's names, trade names, trademarks and logos to the extent required in the operation of the Company's travel centers and convenience stores.

The employees operating the Company's travel centers, convenience stores and standalone restaurant are TA employees. In addition to the management fees described above, the Company reimbursed TA for wages and benefits related to these employees that aggregated \$9,663, \$9,153 and \$7,800 for the years ended December 31, 2016, 2015 and 2014, respectively. These reimbursements were recorded in operating expenses in the accompanying consolidated statements of comprehensive income.

**(7) Contingencies**

The Company is involved from time to time in various legal and administrative proceedings, including tax audits, and threatened legal and administrative proceedings incidental to the ordinary course of business, none of which is expected, individually or in the aggregate, to have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

The Company's operations and properties are subject to extensive federal and state legislation, regulations, and requirements relating to environmental matters. The Company uses underground storage tanks ("USTs") to store petroleum products and motor oil. Statutory and regulatory requirements for UST systems include requirements for tank construction, integrity testing, leak detection and monitoring, overfill and spill control and mandate corrective action in case of a release from a UST into the environment. The Company is also subject to regulation relating to vapor recovery and discharges into the water. Management believes that the Company's USTs are currently in compliance in all material respects with applicable environmental legislation, regulations and requirements.

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Accruals for environmental matters are recorded in operating expenses when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. From time to time the Company has received, and in the future likely will receive, notices of alleged violations of environmental laws or otherwise has become or will become aware of the need to undertake corrective actions to comply with environmental laws at its properties. Investigatory and remedial actions were, and regularly are, undertaken with respect to releases of hazardous substances. The Company had an accrual for environmental matters of \$167 and \$286, at December 31, 2016 and 2015, respectively, which was presented in the Company's consolidated balance sheets in accrued expenses and other current liabilities. Accruals are periodically evaluated and updated as information regarding the nature of the clean up work is obtained. In light of the Company's business and the quantity of petroleum products that it handles, there can be no assurance that currently unidentified hazardous substance contamination does not exist or that liability will not be imposed in the future in materially different amounts than those the Company has recorded. See Note 1 for a discussion of its accounting policies relating to environmental matters.

In February 2014, TA reached an agreement with the California State Water Resources Control Board, or the State Water Board, to settle certain claims the State Water Board had filed against TA in California Superior Court, or the Superior Court, in 2010 relating to alleged violations of underground storage tank laws and regulations. The settlement, which was approved by the Superior Court on February 20, 2014, also included injunctive relief provisions requiring that TA comply with certain California environmental laws and regulations applicable to underground storage tank systems. In October 2015, the State Water Board issued a notice of alleged suspended penalty conduct claiming that TA is liable for the full amount of the suspended penalties as a result of alleged violations of underground storage tank regulations and requesting further information concerning the alleged violations. In November 2015, TA filed its response to the State Water Board's notice and has since met with the State Water Board to attempt to resolve these matters without a court hearing. TA believes it has meritorious defenses to these alleged violations, but cannot predict whether any penalties relating to these matters will be assessed by the Superior Court, which has retained jurisdiction over such matters. The State Water Board also has retained the right to file a separate action relating to these violations, but to date has not done so. As of December 31, 2016, the Company had recognized a liability of \$167 related to this environmental matter with respect to a location included in the claim that is owned by the Company, but operated by TA. The Company believes, though can provide no assurance, that any additional amount of loss that may be realized above that accrued, if any, upon the ultimate resolution of this matter will not be material to the Company.