

A. This Memorandum is entered into with respect to the Withdrawal and Membership Liquidation of Centennial Resources, LLC, entered into November 8, 2013 ("Agreement") by and between the Grantor and the Crawfords which Agreement is by this

RECITALS

THIS MEMORANDUM OF AGREEMENT RE RIGHTS TO TIMBER PROCEEDS (the "Memorandum") is entered into December 17, 2013, by and between CENTENNIAL RESOURCES, LLC, a Washington limited liability company ("Centennial"), whose address is c/o Miles Sand and Gravel Company, 400 Valley Avenue NE, Puyallup, Washington 98372 ("Grantor") and MICHAEL T. CRAWFORD, a married man ("MTC"), whose address is 4435 Agate Road, Anacortes, WA 98221, and MARK D. CRAWFORD, a married man ("MDC") whose address is 30404 44th Ave. NW, Stanwood, WA 98292 (MTC and MDC collectively known herein as Crawfords).

MEMORANDUM OF AGREEMENT RE RIGHTS TO TIMBER PROCEEDS

LAND TITLE OF SKAGIT COUNTY 148142-8e

The information contained in this boxed section is for recording purposes only pursuant to RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.	
Document Title: Memorandum of Agreement re Rights to Timber Proceeds	
Grantor: CENTENNIAL RESOURCES, LLC, a Washington limited liability company	Grantee: MICHAEL T. CRAWFORD AND MARK D. CRAWFORD
Abbreviated Legal Description: PTN of NW 1/4 S13 T35N R6E S1/2 of NE S12 T35N R6EWM SE S12 T35N R6EWM E1/2 of SE SW S12 T35N R6EWM Pm SW SW & W1/2 SE SW S12 T35N R6EWM	
Complete or Additional Legal Description on Exhibit A of Document.	
Assessor's Parcel Number(s): 350613-0-010-0014 P41109, 350612-1-002-0005 P41083, 350612-4-001-0000 P41096, 350612-4-002-0009 P41097, 350612-4-003-0008 P41098, 350612-3-004-0200 P99316, 350612-3-003-0200 P99310, 350612-3-003-0300 P100039, 350612-3-004-0300 P100037	

(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Laura Minton Breckenridge
Furlong Butler Attorneys
825 Cleveland Avenue
Mount Vernon, WA 98273

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reference incorporated herein, in which Crawfords withdrew from and liquidated their Membership Units in Grantor, subject to the terms and conditions set forth in the Agreement.

B. In the Agreement Crawfords have the right to fifty percent (50%) of all net proceeds of any timber ("Timber") growing on the Grantor's property ("Property"), the legal description of which is set forth in Exhibit A, which by this reference is incorporated herein.

AGREEMENT

1. Defined Terms. All capitalized terms used herein that are not defined shall have the same meaning as used in the Agreement.

2. Timber Proceeds. The parties' respective rights and obligations set forth in the Agreement and in this Memorandum are continuing in nature and shall run with the Property. Grantor shall be prohibited from encumbering, assigning or selling the Timber and from taking any action that would impact Crawfords' rights in the Timber except for in the course of Grantor's customary and usual course of selling Timber all according to the Property's Forest Management Plan, as amended, and the unrecorded Agreement with fifty percent (50%) of all net proceeds to be paid to the Crawfords, their successors, assigns and heirs.

The parties have executed and recorded this Memorandum to give notice of the Agreement and the respective rights and obligations of the parties with respect to Crawfords' rights with respect to the Timber. The Parties' agreement and their respective rights and obligations with respect to the Timber, and the proceeds thereon, are as set forth in the unrecorded Agreement.

3. Successors and Assigns. This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

4. No Alteration of Agreement. This Memorandum is subject to the terms, covenants, conditions and provisions of the Agreement and is not intended and shall not be construed to alter, modify, limit or abridge any of the terms, covenants, conditions or provisions of the Agreement. In the event of any conflict or inconsistency between this Memorandum and the Agreement, the Agreement shall control.

5. Governing Law. This Memorandum and the Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action with respect to the interpretation or enforcement of the Agreement or this Memorandum shall be in Skagit County.

MEMORANDUM OF LEASE

GRANTOR: CENTENNIAL RESOURCES, LLC

GRANTEE: MICHAEL T. CRAWFORD AND MARK D. CRAWFORD



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\$78.00

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed by their duly authorized representatives as of the date first set forth above.

GRANTEE:

MICHAEL T. CRAWFORD, a married man

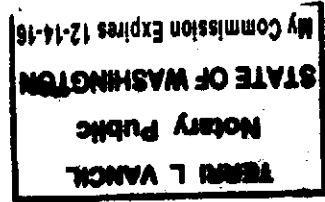
MARK D. CRAWFORD, a married man

GRANTOR:
CENTENNIAL RESOURCES, LLC, a
Washington limited liability company

By: [Signature]
Its: CO

On this day 12 of December 2013, before me personally appeared Lisa K. Hill, to me known to be the CFO of CENTENNIAL RESOURCES, LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same and that the seal affixed is the corporate seal of said entity.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



(Signature) TERRI L. VANCE
(Print Name)
Notary Public in and for the State of Washington
Residing at Ocala
My appointment expires: 12-14-16



IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed by their duly authorized representatives as of the date first set forth above.

GRANTEE:

MICHAEL T. CRAWFORD, a married man

MARK D. CRAWFORD, a married man

GRANTOR: CENTENNIAL RESOURCES, LLC, a Washington limited liability company

By: _____

Its: _____

STATE OF WASHINGTON)

) SS.

COUNTY OF _____)

On this day _____ of _____, 2013, before me personally appeared _____, to me known to be the _____ of CENTENNIAL RESOURCES, LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that _____ was duly authorized to execute the same and that the seal affixed is the corporate seal of said entity.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Print Name)

Notary Public in and for the State of Washington

Residing at _____

My appointment expires: _____

MEMORANDUM OF LEASE

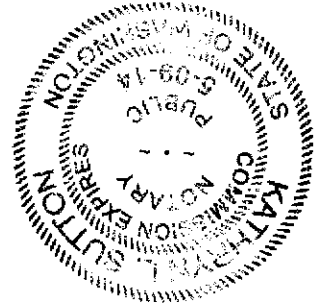
GRANTOR: CENTENNIAL RESOURCES, LLC

GRANTEE: MICHAEL T. CRAWFORD AND M



MEMORANDUM OF LEASE

GRANTOR: CENTENNIAL RESOURCES, LLC
GRANTEE: MICHAEL T. CRAWFORD AND MARK D. CRAWFORD



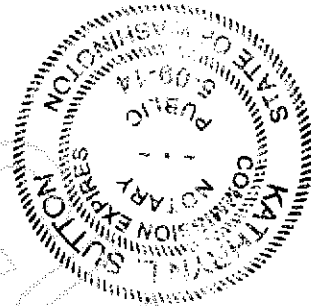
(Signature) Kathryn L. Sutton
(Print Name) Kathryn L. Sutton
Notary Public in and for the State of Washington
Residing at Sequoia Woods
My appointment expires: 5-9-14

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Given under my hand and official seal this 12th day of December 2013.

On this day personally appeared before me MARK D. CRAWFORD, a married man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON)
(SS)
COUNTY OF SKAGIT)



(Signature) Kathryn L. Sutton
(Print Name) Kathryn L. Sutton
Notary Public in and for the State of Washington
Residing at Sequoia Woods
My appointment expires: 5-9-14

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Given under my hand and official seal this 12th day of December 2013.

On this day personally appeared before me MICHAEL T. CRAWFORD, a married man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON)
(SS)
COUNTY OF SKAGIT)



Exhibit A

148142-SE

Schedule "A-1"

DESCRIPTION:

PARCEL "A":

The South ½ of the Northeast ¼ and the Southeast ¼ of Section 12, Township 35 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The East ½ of the Southeast ¼ of the Southwest ¼ of Section 12, Township 35 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Southwest ¼ of Section 12, Township 35 North, Range 6 East, W.M., lying South of the following described line:

Beginning at the Southwest corner of said Section 12;

thence North 1°40'14" East, along the West line of said Section 12, a distance of 40.71 feet to the true point of beginning of this line description;

thence South 82°41'43" East, a distance of 43.65 feet;

thence North 87°57'24" East, a distance of 82.67 feet;

thence South 89°48'44" East, a distance of 226.30 feet;

thence North 81°15'48" East, a distance of 246.72 feet to the beginning of a curve to the right having a radius of 750.00 feet;

thence along the arc of said curve to the right through a central angle of 18°21'26" an arc distance of 240.30 feet;

thence South 80°22'46" East, a distance of 461.47 feet;

thence South 84°22'57" East, a distance of 78.69 feet;

thence South 88°14'59" East, a distance of 85.10 feet;

thence North 87°43'14" East, a distance of 85.94 feet;

thence North 79°59'22" East, a distance of 113.30 feet;

thence North 68°31'35" East, a distance of 111.78 feet;

thence North 61°37'47" East, a distance of 122.13 feet;

thence North 72°18'15" East, a distance of 121.00 feet to a point on the West line of the East ½ of the Southeast ¼ of the Southwest ¼ of said Section 12, and the terminus of this line description and said terminus point bears North 1°53'13" East, a distance of 204.78 feet from the Southwest corner of said East ½,

EXCEPT that portion conveyed to the Puget Sound and Baker River Railroad Company.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

148142-SE

DESCRIPTION CONTINUED:

PARCEL "D":

The North 50 feet of the West 924 feet and the North 75 feet of the East 924 feet of the West 1848 feet, all in the Northwest ¼ of Section 13, Township 35 North, Range 6 East, W.M., ALSO that portion of the Northwest ¼ of Section 13, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point on the North boundary line of said Section 13, 1848 feet East from the Northwest corner of said Section;
thence East along said North boundary line 350 feet;
thence in a Southwesterly direction to a point 75 feet South of the point of beginning;
thence North 75 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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