
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): **May 2, 2018**

CENTENNIAL RESOURCE DEVELOPMENT, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37697
(Commission
File Number)

47- 5381253
(I.R.S. Employer Identification No.)

1001 SEVENTEENTH STREET, SUITE 1800
DENVER, COLORADO 80202
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES, INCLUDING ZIP CODE)
(720) 499-1400
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 2, 2018, the board of directors (the “**Board**”) of Centennial Resource Development, Inc., a Delaware corporation (the “**Company**”), approved the Centennial Resource Development, Inc. Severance Plan (the “**Severance Plan**”), under which all regular, U.S. full-time employees, including named executive officers, of the Company and its affiliates are eligible for benefits in connection with a qualifying termination of employment.

Under the Severance Plan, if, within 24 months following a Change in Control (as defined in the Severance Plan) (a “**Change in Control**”), we terminate the employment of an eligible employee who is a c-suite executive or the Vice President and General Counsel, which includes all of our named executive officers, without Cause or if the employee resigns for Good Reason (as such capitalized terms are defined in the Severance Plan), then such employee will be entitled to receive:

- a single payment equal to the sum of (a) two times the employee’s annual base salary, (b) two times the average of the actual annual performance bonuses paid to the employee in the three full fiscal years prior to the year of termination (or, if fewer, the number of full fiscal years the employee has performed services for the Company and been eligible for an annual bonus), excluding any portion of an annual bonus that the Company reasonably determines is attributable to payment of a portion of the annual bonus in property and is over and above the amount of the annual bonus that the employee would have been paid if the employee’s entire annual bonus had been paid in cash, and (c) 125% of aggregate COBRA premiums, based on the COBRA premium rates in effect for the month in which the employee’s termination date occurs, that the employee would need to pay to continue coverage for the employee and the employee’s covered beneficiaries under the Company’s group health plans during the 24 months following the termination date,
- outplacement benefits for one year following the termination date,
- vesting of all unvested equity or equity-based awards under any of the Company’s equity compensation plans that vest solely based upon the passage of time, and
- vesting of all unvested equity or equity-based awards under any of the Company’s equity compensation plans that vest based on the attainment of performance vesting conditions at the level that would apply based on actual performance calculated as if the termination date were the final day of the applicable performance period.

The right to receive severance payments and benefits is subject to an employee’s execution and non-revocation of a release of claims. The Board has reserved the right to modify or terminate the Severance Plan at any time, except that no modification or termination may affect the rights of an employee to claim benefits under the Severance Plan for a termination of employment occurring prior to the date of the modification or termination and the Severance Plan may not be amended or modified during the period of time following a Change in Control during which a participant may receive benefits in a way that adversely affects a participant’s rights.

The foregoing description of the Severance Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Severance Plan, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders.

The 2018 Annual Meeting of Stockholders of the Company was held on May 2, 2018 (the “**Annual Meeting**”). At the Annual Meeting, the stockholders of the Company (i) elected three Class II directors to the Board to serve for a term of three years expiring at the Company’s annual meeting of stockholders to be held in 2021 and until his successor is duly elected and qualified, (ii) approved, by a non-binding advisory vote, the Company’s named executive officer compensation, (iii) recommended, by a non-binding advisory vote, that there be an annual advisory vote to approve the Company’s named executive officer compensation and (iv) ratified the appointment of KPMG LLP as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2018. The voting results for each proposal were as follows:

1. To elect the three Class II directors to the Board of Directors:

	For	Withheld	Broker Non-Votes
Karl E. Bandtel.....	185,638,783	24,328,556	6,291,993
Matthew G. Hyde.....	204,091,837	5,875,502	6,291,993
Jeffrey H. Tepper.....	209,309,436	657,903	6,291,993

2. To approve, by a non-binding advisory vote, the Company’s named executive officer compensation:

For	Against	Abstain	Broker Non-Votes
195,185,186	14,484,660	297,493	6,291,993

3. To recommend, by a non-binding advisory vote, the frequency of future advisory votes to approve the Company’s named executive officer compensation:

1 year	2 years	3 years	Abstain	Broker Non-Votes
209,164,697	21,639	500,442	280,561	6,291,993

4. To ratify the appointment of KPMG LLP as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2018:

For	Against	Abstain	Broker Non-Votes
216,027,263	75,926	156,143	—

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1#	Centennial Resource Development, Inc. Severance Plan

Management contract or compensatory plan or agreement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTENNIAL RESOURCE DEVELOPMENT, INC.

Date: May 2, 2018

By: /s/ GEORGE S. GLYPHIS

Name: George S. Glyphis

Title: Chief Financial Officer, Treasurer and Assistant Secretary

**CENTENNIAL RESOURCE DEVELOPMENT, INC.
SEVERANCE PLAN**

I. PURPOSE

The purpose of this Centennial Resource Development, Inc. Severance Plan (the “Plan”) is to encourage employees of Centennial Resource Development, Inc. (together with any successor, the “Company”) and its subsidiaries to remain in the employ of the Employer by providing, among other things, severance protections to such employees in the event their employment is terminated under the circumstances described in this Plan.

II. DEFINITIONS

For purposes of this Plan, the following terms shall have the meanings set forth below:

A. “Administrator” means the Committee or any other committee designated by the Board to administer the Plan.

B. “Affiliate” means with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control,” when used with respect to any person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

C. “Average Adjusted Bonus” means, with respect to a Participant, the average of the actual annual performance bonuses paid to the Participant, whether paid in cash or property, for the three full fiscal years of service to the Employer (or such fewer number of full fiscal years as the Participant has performed services for the Employer and been eligible for an annual performance bonus from the Employer) immediately preceding the fiscal year in which the Termination Date occurs, excluding any portion of an annual bonus that the Company reasonably determines is attributable to payment of a portion of the annual bonus in property and is over and above the amount of the annual bonus that the Participant would have been paid if the Participant’s entire annual bonus had been paid in cash.

D. “Base Salary” means, with respect to any Participant, the Participant’s base salary at the rate in effect on the Participant’s Termination Date, disregarding for this purpose any decrease in base salary that provides a basis for Good Reason.

E. “Board” means the Board of Directors of the Company.

F. “Cause” means, with respect to a Participant, the Participant’s (i) refusal to perform substantially the Participant’s duties with the Employer (other than any such failure resulting from incapacity due to physical or mental illness), which failure remains uncured for thirty (30) days following notice thereof delivered to the Participant by the Employer, (ii) willful engagement in conduct that is materially injurious to the Company or its Affiliate or (iii) commission of a crime or an act of fraud, theft, misappropriation or embezzlement that could reasonably be expected to materially impair the Participant’s ability to substantially perform the Participant’s duties with the Employer. No act of the Participant will be considered “willful” unless it is done by the Participant without a reasonable belief that the act was in the best interests of the Company and its Affiliates.

G. “Change in Control” means a “Change in Control” as defined in the LTIP. Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any amount which constitutes or provides for the deferral of compensation and is subject to Section 409A, the transaction or event with respect to such amount must also constitute a “change in control event,” as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Section 409A.

H. “CIC Bonus” means (i) with respect to any Participant with an Employment Level below Vice President, the Target Bonus Amount, prorated based on the number of full calendar months of the fiscal year prior to and including the calendar month in which the Termination Date occurs or (ii) with respect to a Participant with an Employment Level of Vice President or higher, the Average Adjusted Bonus.

I. “CIC Protection Period” means, with respect to a Participant, the period of time set forth opposite the Participant’s Employment Level under the heading “CIC Protection Period” on Schedule A.

J. “CIC Severance Multiplier” means, with respect to a Participant, the number set forth opposite the Participant’s Employment Level under the heading “CIC Severance Multiplier” on Schedule A.

K. “CIC Severance Period” means, with respect to a Participant, the period of time set forth opposite the Participant’s Employment Level under the heading “CIC Severance Period” on Schedule A.

L. “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

M. “Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, and the regulations promulgated thereunder, as in effect from time to time.

N. “Committee” means the Compensation Committee of the Board.

O. “Effective Date” means the date this Plan was approved by the Board.

P. “Employer” means, with respect to a Participant, the Company and its subsidiary that employs the Participant.

Q. “Employment Level” means, with respect to a Participant, the Participant’s employment level with the Employer as in effect at the time of the Participant’s Qualifying Termination.

R. “Good Reason” means, with respect to a Participant, the occurrence of any of the following without the Participant’s prior written consent: (i) a material diminution in the Participant’s responsibilities, authority and duties as an employee of the Employer, (ii) a material reduction in Participant’s base salary or target annual bonus opportunity, (iii) a requirement by the Employer that the Participant relocate the Participant’s principal location of employment to a location that is more than fifty (50) miles from the Participant’s principal work location as of the occurrence of the first Change in Control following the Effective Date or (iv) the Company’s failure to cause a Successor to assume the liabilities under this Plan as required under Section VI; provided that with respect to the events described in clauses (i) through (iii), no Good Reason will have occurred unless and until (x) the Participant has provided the Employer, within ninety (90) days of the Participant’s knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, notice stating with reasonable specificity the applicable facts and circumstances constituting Good Reason, (y) the Participant has provided the Employer with an opportunity to cure, and the Employer

has not cured, the same within thirty (30) days after the receipt of such notice and (z) the Participant terminates the Participant's employment within one-hundred eighty (180) days after the end of the cure period.

S. "LTIP" means the Company's 2016 Long Term Incentive Plan.

T. "Outplacement Benefits" means, with respect to a Participant, employment outplacement services to be provided by a provider selected by the Employer during the period of time set forth opposite the Participant's Employment Level under the heading "Outplacement Services Period" on Schedule A.

U. "Qualifying Termination" means, with respect to a Participant, a termination of the Participant's employment with the Employer by the Employer without Cause and, if the Participant's Employment Level is Vice President or higher, by the Participant for Good Reason, in either case, which occurs during the CIC Protection Period.

V. "Section 409A" means Section 409A of the Code.

W. "Successor" means any employer (whether or not the employer is an Affiliate of the Company) which acquires (through merger, consolidation, reorganization, transfer, sublease, assignment or otherwise) all or substantially all of the business or assets of the Company or of a division or business of the Company.

X. "Target Bonus Amount" means, with respect to a Participant, the Participant's target annual performance bonus amount, if any, in effect at the time of the Participant's Qualifying Termination, disregarding for this purpose any decrease in target annual performance bonus that provides a basis for Good Reason.

Y. "Termination Date" means, with respect to a Participant, the date on which a termination of the Participant's employment is effective.

III. ELIGIBILITY

The participants in this Plan ("Participants") are all regular U.S. full-time employees of the Company and its direct and indirect subsidiaries.

IV. BENEFITS

Upon termination of a Participant's employment with the Employer for any reason, the Participant will be entitled to receive payment of any earned but unpaid Base Salary and any other amounts or benefits, including accrued paid time off to the extent payable upon termination pursuant to the Employer's policies, under the Employer's employee benefit plans, programs or arrangements to which the Participant is entitled pursuant to the terms of such plans, programs or arrangements or applicable law, payable in accordance with the terms of such plans, programs or arrangements or as otherwise required by applicable law (collectively, "Accrued Rights").

If a Participant experiences a Qualifying Termination, then subject to Sections V, VI and VII, the Participant will be entitled to receive the following payments and benefits:

A. A cash payment, paid in a single installment within thirty (30) days following the Termination Date, equal to the sum of (i) the annual Base Salary multiplied by the CIC Severance Multiplier, (ii) the CIC Bonus multiplied by the CIC Severance Multiplier and (iii) 125% of the aggregate COBRA premiums, based

on the COBRA premium rates in effect for the month in which the Termination Date occurs, that the Participant would need to pay to continue coverage for the Participant and the Participant's covered beneficiaries under the Employer's group health plans during the CIC Severance Period;

B. The Outplacement Benefits;

C. All unvested equity or equity-based awards under any Company equity compensation plans that vest solely based upon the passage of time shall immediately become 100% vested; and

D. All unvested equity or equity-based awards under any Company equity compensation plans that vest in whole or in part based upon the attainment of performance vesting conditions shall become vested at the level that would apply based on actual performance calculated as if the Termination Date was the final day of the applicable performance period (without any reduction to the overall award to reflect the shortened performance period).

V. RELEASE OF CLAIMS

Notwithstanding any provision of this Plan to the contrary, any payments and benefits provided to a Participant under this Plan, other than the Accrued Rights, shall be subject to and contingent upon the Participant's execution and delivery following the Termination Date of a general release of claims in a form reasonably satisfactory to the Company that becomes effective and irrevocable within thirty (30) days following the Termination Date.

VI. OFFERS OF EMPLOYMENT; SUCCESSORS

Any Participant with an Employment Level below Vice President shall not be entitled to benefits under this Plan if the Participant rejects or fails to accept a written offer of employment from a Successor or from any Affiliate of the Company made on or before his or her Termination Date that the Company reasonably determines is for substantially comparable employment. The Company will require any Successor that does not assume the Employer's obligations under this Plan by operation of law to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Employer would be required to perform if no such succession had taken place.

VII. TAX MATTERS

1. Withholding

The Employer may deduct and withhold from any amounts payable under this Plan such federal, state, local, foreign or other taxes as are required to be withheld pursuant to any applicable law or regulation.

2. Non-Qualified Deferred Compensation

The payments and benefits under this Plan are intended to comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Plan shall be interpreted to be in compliance therewith. Notwithstanding any provision of this Plan to the contrary, in the event that the Administrator determines that any amounts payable hereunder will be immediately taxable to any Participant under Section 409A, the Administrator may (without any obligation to do so or to indemnify the Participant for failure to do so) (A) adopt such amendments to this Plan or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect) that it determines to be necessary or appropriate

to preserve the intended tax treatment of the benefits provided by this Plan or the economic benefits of this Plan and (B) take such other actions it determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder.

Notwithstanding any provision of this Plan to the contrary, no termination or other similar payments and benefits under this Plan will be payable to a Participant unless the Participant's termination of employment constitutes a "separation from service" within the meaning of Section 409A (a "Separation from Service").

Notwithstanding any provision of this Plan to the contrary, if a Participant is deemed by the Company at the time of the Participant's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which the Participant is entitled under this Plan is required in order to avoid a prohibited distribution under Section 409A, such portion of the Participant's benefits will not be provided to the Participant prior to the earlier of (i) the expiration of the six-month period measured from the date of the Participant's Separation from Service or (ii) the date of the Participant's death. As promptly as possible following the expiration of the applicable Section 409A period, all payments and benefits deferred pursuant to the preceding sentence will be paid in a lump sum to a Participant (or the Participant's estate), and any remaining payments due to the Participant under this Plan will be paid as otherwise provided herein.

A Participant's right to receive any installment payments under this Plan shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A.

VIII. DURATION; TERMINATION; AMENDMENT; MODIFICATION

This Plan will become effective on the Effective Date. The Board or the Administrator may amend, modify or terminate this Plan at any time; provided that, except as otherwise provided in Section VII:

A. No amendment, modification or termination may affect any right of any Participant to claim benefits under this Plan as in effect prior to such amendment, modification or termination with respect to a Termination Date that occurs prior to the date of such amendment, modification or termination; and

B. During the CIC Protection Period for a given Participant, this Plan may not be amended or modified in any manner that decreases the payments or benefits payable to the Participant or otherwise adversely affects the Participant's economic rights or terminated.

IX. RELATION TO OTHER PLANS

Nothing in this Plan will prevent or limit a Participant's continuing or future participation in any plan, practice, policy or program provided by the Company or any Affiliate thereof for which the Participant may qualify, nor will anything in this Plan limit or otherwise affect any rights the Participant may have under any contract or agreement with the Company or any Affiliate thereof. Vested benefits and other amounts a Participant is otherwise entitled to receive under any incentive compensation (including any equity award agreement), deferred compensation, retirement, pension or other plan, practice, policy or program of, or any contract or agreement with, the Company or any Affiliate thereof shall be payable in accordance with the terms of each such plan, practice, policy, program, contract or agreement, as the case may be.

X. NOTICES

All notices or other communications required or permitted by this Plan will be made in writing and all such notices or communications will be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company: Centennial Resource Development, Inc.
 1001 17th Street, Suite 1800
 Denver, Colorado 80202
 Attention: General Counsel

If to the Participant: The Participant's last known address as set forth in the Company's records.

XI. ADMINISTRATION

The Plan will be interpreted in accordance with its terms and their intended meanings. However, the Administrator will have the discretion to interpret or construe ambiguous, unclear, or implied (but omitted) terms in any fashion the Administrator determines to be appropriate in its reasonable discretion, and to make any findings of fact needed in the administration of the Plan. If, due to errors in drafting, any Plan provision does not accurately reflect its intended meaning, as demonstrated by consistent interpretations or other evidence of intent, or as determined by the Administrator in its reasonable discretion, the provision shall be considered ambiguous and shall be interpreted by the Administrator in a manner consistent with its intent, as determined in the reasonable discretion of the Administrator. The Administrator may amend the Plan retroactively to cure any such ambiguity.

* * * * *

Schedule A

Employment Level	CIC Protection Period	CIC Severance Multiplier	CIC Severance Period	Outplacement Services Period
C-suite executive or Vice President and General Counsel	24 months following a Change in Control	2.0	24 months following the Termination Date	1 year following the Termination Date
Vice President	24 months following a Change in Control	1.0	12 months following the Termination Date	6 months following the Termination Date
All Other Participants	12 months following a Change in Control	The quotient obtained by dividing (x) each full year of service by (y) 26, provided that the CIC Severance Multiplier shall not be less than 0.75 or more than 1.0	A number of months following the Termination Date equal to the product obtained by multiplying (x) the CIC Severance Multiplier by (y) 12, rounded up to the nearest whole month	3 months following the Termination Date