

8-K - 2018-11-20

Form: 8-K

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8-K

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**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): **November 15, 2018**

Camber Energy, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

001-32508

(Commission File Number)

20-2660243

(I.R.S. Employer Identification No.)

1415 Louisiana, Suite 3500 Houston, Texas 77002

(Address of principal executive offices)

(210) 998-4035

(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 1.01. Entry into a Material Definitive Agreement.

On November 15, 2018, Camber Energy, Inc. (the “Company”), entered into a consulting agreement with Regal Consulting, an investor relations firm, pursuant to which the firm agreed to provide the Company investor relations and consulting services, for a period of six months, in consideration for \$28,000 and 200,000 restricted shares of the Company’s common stock, per month.

The description of the consulting agreement above is qualified in its entirety to the consulting agreement attached hereto as Exhibit 10.1, which is incorporated by reference in this Item 1.01 in its entirety.

Item 3.02. Unregistered Sales of Equity Securities.

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

The sale and issuance of the securities described above have been determined to be exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”) in reliance on Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, as transactions by an issuer not involving a public offering. The recipient has represented that it is an accredited investor, as that term is defined in Regulation D.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description of Exhibit
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10.1	Consulting Agreement dated November 15, 2018, by and between Camber Energy, Inc. and Regal Consulting
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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.

CAMBER ENERGY, INC.

By: /s/ Robert Schleizer
Name: Robert Schleizer
Title: Chief Financial Officer

Date: November 20, 2018

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1	Consulting Agreement dated November 15, 2018, by and between Camber Energy, Inc. and Regal Consulting

EX-10.1EX-10.1 2 ex10-1.htm CONSULTING AGREEMENT

[Camber Energy, Inc. 8-K](#)**Exhibit 10.1****CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into the 15th, day of November, 2018 (the “Effective Date”)

Between:

Regal Consulting, a limited liability company organized under the laws of the state of Delaware (the “Consultant”), and Camber Energy, Inc. a corporation organized under the laws of the State of Nevada, (“Client”).

WHEREAS, Consultant is in the business of providing services for management consulting and strategic business advisory; and NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONSULTING SERVICES. In consideration of services rendered to the Client, the Consultant shall receive the compensation set forth in this Agreement. It is acknowledged and agreed by the Client that Consultant carries no professional licenses, is not rendering legal advice or performing accounting services, is not acting as an investment advisor or broker/dealer within the meaning of the applicable state and federal securities laws and is not effecting securities transactions for or on account of the Client. The services of Consultant shall not be exclusive nor shall Consultant be required to render any specific number of hours or assign specific personnel to the Client or its projects.

Services include:

- ? News Commentary: Professionally written tagged press releases of the Client, that will be distributed through a network of hundreds of websites. Two tagged press releases per month will be released, upon approval from Client.
 - ? Informational Website. Regal Consulting will create and drive web traffic to an informational website about the Client’s company, its mission, products/services, corporate story and opportunities. The purpose is to place Client in the most favorable light to the small cap investing public by succinctly describing Client’s potentials and opportunities. Regal Consulting targets 2,000 PPC views per month to Client’s custom created informational website.
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2. INDEPENDENT CONTRACTOR; NO AGENCY. The Consultant agrees to perform its consulting duties hereto as an independent contractor. No agency, employment, partnership or joint venture shall be created by this Agreement. Consultant shall have no authority as an agent of the Client or to otherwise bind the Client to any agreement, commitment, obligation, contract, instrument, undertaking, arrangement, certificate or other matter. The Client shall not make social security, worker's compensation or unemployment insurance payments on behalf of Consultant. The parties hereto acknowledge and agree that Consultant cannot guarantee the results or effectiveness of any of the services rendered or to be rendered by Consultant. The Consultant shall have no authority to legally bind the Client to any agreement, contract, obligation or otherwise.

3. NO GUARANTEE. The parties hereto acknowledge and agree that Consultant cannot guarantee the results or effectiveness of any of the services rendered or to be rendered by Consultant. Rather, Consultant shall conduct its operations and provide its services in a professional manner and in accordance with good industry practice. Consultant will use its best efforts and does not promise results.

4. COMPENSATION AND TERM. This Agreement has a six month term will terminate on 05/15/2019:

(a) Client shall pay Consultant for its services hereunder as follows:

Client shall pay Consultant \$28,000 cash per month and 200,000 Restricted 144 Shares of CEI per month.

5. CONFIDENTIALITY. The Consultant recognizes and acknowledges that it has and will have access to certain confidential information of the Client and its affiliates that are valuable, special and unique assets and property of the Client and such affiliates (the "Confidential Information"). Confidential Information shall not be deemed to include information (a) in the public domain, (b) available to the Consultant outside of its service to the Client or other than from a person or entity known to Consultant to have breached a confidentiality obligation to the Client, (c) independently developed by Consultant without reference to the Confidential Information, or (d) known or available to Consultant as of the date of this Agreement. The Consultant will not, during the term of this Agreement, disclose, without the prior written consent or authorization of the Client, disclose any Confidential Information to any person, for any reason or purpose whatsoever. In this regard, the Client agrees that such authorization or consent to disclose may be conditioned upon the disclosure being made pursuant to a secrecy agreement, protective order, provision of statute, rule, regulation or procedure under which the confidentiality of the information is maintained in the hands of the person to whom the information is to be disclosed or in compliance with the terms of a judicial order or administrative process.

6. CERTAIN REPRESENTATIONS OF CONSULTANT. The Consultant represents and warrants to the Client that the Consultant is an "accredited Holder" within the meaning of Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"). Consultant covenants and agrees that it and its affiliates will not sell, assign or otherwise transfer any shares of common stock received from the Client as consideration hereunder except in compliance with the registration requirements of the Securities Act and state securities laws or an appropriate exemption from such requirements. Consultant further represents and warrants that the Consultant has significant experience in advising and transacting business with companies and understands the risks associated therewith.

7. WORK PRODUCT. It is agreed that all information and materials produced for the Client shall be deemed "work made for hire" and the property of the Client.

8. NOTICES. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 6:30 p.m. (Las Vegas, Nevada. time) on a Business Day, (ii) the Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Agreement later than 6:30 p.m. (Las Vegas, Nevada. time) on any date and earlier than 11:59 p.m. (Las Vegas, Nevada. time) on such date, (iii) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given as follows:

To the Client:

To the Consultant: 1 (702)-742-8991

9. **WAIVER OF BREACH.** Any waiver by either party or a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

10. **ASSIGNMENT.** This Agreement and the right and obligations of the Consultant hereunder shall not be assignable without the written consent of the Client, which shall not be unreasonably withheld.

11. **GOVERNING LAW.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the the state of Nevada, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the Provincial and federal courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery). Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of the documents contemplated herein, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

12. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

13. ENTIRE AGREEMENT. This Agreement constitutes and embodies the entire understanding and agreement of the parties and supersedes and replaces all other or prior understandings, agreements and negotiations between the parties.

14. WAIVER AND MODIFICATION. Any waiver, alteration, or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties hereto. Each party hereto, may waive any of its rights hereunder without affecting a waiver with respect to any subsequent occurrences or transactions hereof.

15. COUNTERPARTS AND FACSIMILE SIGNATURE. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

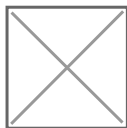
16. FORCE MAJEURE. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, terrorist act, insurrection, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party. The Client may terminate, at its option, the whole or any part of this Agreement or if such situation continues for more than thirty (30) days.

18. CONFLICT. In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

19. FURTHER ASSURANCES. Each party will execute and deliver such further agreements, documents and instruments and take such further action as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the date set forth above.

CONSULTANT:



Signature:

Name:

Parker Mitchell

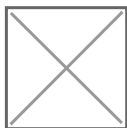
Date:

11/15/18

Company & Position:

Regal Consulting, LLC. / Manager

CLIENT:



Signature:

Name:

Louis G. Schott

Date:

November 15, 2018

Company & Position:

Interim CEO
