

8-K - 2022-01-04

Form: 8-K

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8-K

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): January 3, 2022

**Camber Energy, Inc.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>001-32508</u> (Commission File Number)	<u>20-2660243</u> (I.R.S. Employer Identification No.)
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15915 Katy Freeway, Suite 450, Houston, Texas, 77094  
(Address of principal executive offices)

(281) 404-4387  
(Registrant's telephone number, including area code)

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(Former name or former address, if changed since last report)

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 Par Value Per Share	CEI	NYSE American

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). ?

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. ?

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**Item 1.01. Entry into a Material Definitive Agreement.**

Pursuant to an agreement January 3, 2022 (the “Agreement”) with the investor named therein (the “Investor”), Camber Energy, Inc. (the “Company”) purchased for cancellation 1,664 shares of Series C Convertible Redeemable Preferred stock held by the Investor in the capital of the Company. The Company paid the Investor a redemption price of \$18,850,000.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, respectively, and incorporated in this Item 1.01 by reference in its entirety.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibit.

<b>Exhibit No.</b>	<b>Description</b>
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<a href="#">10.1</a>	<a href="#">Agreement by and between Camber Energy, Inc. and the Investor Named Therein, dated on or about January 3, 2022</a>
104	Cover Page Interactive Data File (embedded within Inline XBRL document)

**SIGNATURES**

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.**

Date: January 4, 2022

By: /s/ James A. Doris  
Name: James A. Doris  
Title: Chief Executive Officer

**AGREEMENT**

**THIS AGREEMENT** (this “Agreement”), is entered into on January 3, 2022 (the “Effective Date”), by and between **EMC CAPITAL PARTNERS, LLC** (the “Seller”) and **CAMBER ENERGY, INC.** (the “Purchaser”).

**WHEREAS**, Seller is the legal and beneficial owner of 1,664 shares of Series C Convertible Redeemable Preferred stock in the capital of the Purchaser (the “Redeemed Shares”), a Nevada corporation listed on the NYSE (American);

**WHEREAS**, Seller desires to sell, and Purchaser desires to purchase for cancellation from Seller, the Redeemed Shares;

**WHEREAS**, as consideration for transfer of the Redeemed Shares by Seller to Purchaser as set forth herein, the Purchaser shall pay Seller eighteen million eight hundred fifty thousand dollars (USD\$18,850,000) (the “Redemption Price”).

**NOW, THEREFORE**, in consideration of the foregoing recitals and following terms and covenants, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purchase & Sale of Redemption Shares**. Effective as of the Effective Date and conditional upon receipt of the Redemption Price, the Seller hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, contributes and transfers to the Purchaser the rights and interests to the Redeemed Shares, as set forth herein, and all of its rights and benefits thereunder and conferred therein, and the Purchaser accepts such sale.

2. **Payment to Seller**. Effective as of the Effective Date, the Purchaser shall pay the Seller the amount of Redemption Price.

3. **Additional Documents**. Upon receipt of the Redemption Price, the Seller shall take such further action and to execute and deliver, or cause to be executed and delivered, any and all other documents which are necessary to carry out the terms and conditions of this Agreement.

4. **Effective Date and Counterpart Signature**. This Agreement shall be effective as of the Effective Date first written above. This Agreement, and acceptance of same, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

5. **Representations and Warranties of the Seller**

a) **Ownership**. Seller owns and is conveying to Purchaser all of its rights, title and interests to the Redemption Shares, as set forth herein, free and clear of all liens, mortgages, pledges, security interests, encumbrances or charges of any kind or description and upon consummation of the transaction contemplated herein good title in the Redemption Shares free of all liens and other charges.

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6. **Governing Law: Submissions to Jurisdiction**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTURED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE STATE OF NEVADA. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM OR LACK OF PERSONAL JURISDICTION TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION OR VENUE ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY HERETO. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A

JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

7. **Amendments.** No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be executed by less than all of the parties and shall be deemed to be an original instrument which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one and the same instrument. This Agreement may be delivered to the other party hereto by facsimile transmission or email of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

9. **Severability.** If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SELLER:**

**EMC CAPITAL PARTNERS, LLC**

/s/ Borris Cohen

Name: Borris Cohen

Title: Authorized Signatory

**PURCHASER:**

**CAMBER ENERGY, INC.**

/s/ James A. Doris

Name: James A. Doris

Title: President & CEO

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3

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