

**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)

September 30, 2013

ROCKDALE RESOURCES CORPORATION

(Exact name of registrant as specified in charter)

Colorado

(State or other jurisdiction of incorporation or organization)

000-52692

(Commission File Number)

86-1061005

(IRS Employer Identification No.)

11044 Research Blvd. SuiteA-200

Austin, Texas 78759

(Address of principal executive offices and zip code)

(512) 795-2300

(Registrant's telephone number, including area code)

N/A

(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 (see General Instruction A.2. below):

- 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)).
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Item 1.01 Entry into a Material Definitive Agreement.

On September 30, 2013, the Company entered into a Convertible Note and Warrant Purchase Agreement (the "Purchase Agreement") with Rick Wilber. Pursuant to the Purchase Agreement, the Company agreed to sell, and Mr. Wilber agreed to buy, for aggregate consideration of \$100,000.00, a convertible promissory note in the principal amount of \$100,000.00 (the "Note"), and a warrant to purchase 285,000 shares of the Company's common stock (the "Warrant"). According to the Form 4 filed by Mr. Wilber on August 13, 2013, as of the date of this Report on Form 8-K, Mr. Wilber owns 1,500,000 shares, or approximately 10.7%, of the Company's common stock, as well as the derivative securities of the Company described in such Form 4.

The Note will bear interest beginning on December 30, 2013, at 6% per annum, which is payable quarterly for the term of the Note, beginning on March 31, 2014. The Note matures on September 30, 2016. Mr. Wilber has the option to convert the note, at any time prior to maturity, into the number of shares of the Company's common stock obtained by dividing the Note's outstanding balance (including all then-unpaid principal and interest) by \$0.30. The Company may prepay the Note at any time, in whole or in part, without penalty. The Note may be accelerated on an event of default under the Note. Events of default under the Note include, among other things, the Company's unremedied failure to pay when due any principal or interest payment, the Company's dissolution or liquidation, and the Company's commencement of a case under bankruptcy laws.

The Warrant may be exercised until September 30, 2023. The Warrant's exercise price is \$0.80 per share, and the Warrant contains a net issue exercise feature.

The foregoing summaries of the Purchase Agreement, Note, and Warrant do not purport to be complete and are qualified in their entirety by reference to each document, the forms of which are attached hereto as Exhibits 10.1, 10.2, and 10.3, respectively, and which are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure contained in Item 1.01 of this Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The descriptions of the Note and the Warrant issued pursuant to the Purchase Agreement as set forth in Item 1.01 of this Form 8-K are incorporated herein by reference. The Note and the Warrant were offered and sold to the investor in a private placement transaction made in reliance upon exemptions from registration pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended (the "Securities Act"), and/or Rule 506 promulgated under the Securities Act. The investor is an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Convertible Note and Warrant Purchase Agreement between Rockdale Resources Corporation and Rick Wilber, dated September 30, 2013.](#)
 - 10.2 [Form of Note issued by Rockdale Resources Corporation to Rick Wilber, dated September 30, 2013.](#)
 - 10.3 [Form of Warrant issued by Rockdale Resources Corporation to Rick Wilber, dated September 30, 2013.](#)
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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.

ROCKDALE RESOURCES CORPORATION

Date: October 3, 2013

By: /s/ Marc Spezialy
Marc Spezialy
Chief Executive Officer

CONVERTIBLE NOTE AND WARRANT PURCHASE AGREEMENT

This CONVERTIBLE NOTE AND WARRANT PURCHASE AGREEMENT (this "Agreement") is entered into as of September 30, 2013, by and between Rockdale Resources Corporation, a Colorado corporation (the "Company"), and Rick Wilber (the "Investor").

BACKGROUND

The Company desires to issue and sell to the Investor and the Investor desires to purchase from the Company a convertible promissory note in substantially the form attached to this Agreement as Exhibit A (the "Note"), which shall be convertible into common stock of the Company, par value \$0.001 per share ("Common Stock"), on the terms and subject to the conditions stated therein, and a warrant, in substantially the form attached to this Agreement as Exhibit B (the "Warrant") to purchase Common Stock on the terms and subject to the conditions stated therein. The Note, the Warrant, and the Common Stock issuable upon conversion or exercise thereof are collectively referred to herein as the "Securities." This Agreement, the Note, and the Warrant are collectively referred to herein as the "Transaction Documents."

OPERATIVE TERMS

The parties to this Agreement agree as follows:

1. Purchase and Sale of Securities.

(a) **Purchase and Sale of Securities.** Upon the terms and subject to the conditions of this Agreement, at the Closing, the Investor shall purchase and the Company shall sell and issue to the Investor, for an aggregate purchase price of \$100,000.00, (i) the Note in the original principal amount of \$100,000.00, and (ii) the Warrant to purchase 285,000 shares of Common Stock.

(b) **Closing.** The purchase and sale of the Note and Warrant shall take place remotely via the exchange of documents and signatures, at 10:00 a.m., on September 30, 2013, or at such other time and place as the Company and the Investor mutually agree, orally or in writing (the "Closing").

(c) **Delivery.** At the Closing, the Company shall deliver to the Investor the Note and the Warrant against payment of the principal amount of the Note by the Investor by wire transfer of immediately available funds.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor as of the Closing that:

(a) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite corporate power and authority to own, lease and operate the assets used in its business, to carry on its business as now conducted, to enter into this Agreement and the other Transaction Documents, to issue and sell the Note and Warrant and to perform its other obligations hereunder and thereunder. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) Authorization. All corporate action (including all action required of its Board of Directors, officers and stockholders) necessary for the authorization, execution and delivery of this Agreement and the other Transaction Documents and the performance of all obligations of the Company hereunder and thereunder and its consummation of the transactions contemplated hereby and thereby has been taken or will be taken prior to the Closing. Each of the Transaction Documents, when executed and delivered by the Company, constitutes or will constitute (when executed and delivered) valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Offering. Subject to the accuracy of the Investor's representations set forth in Section 3 hereof, the offer, sale, and issuance of the Securities as contemplated by this Agreement are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws.

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company as of the Closing that:

(a) Authorization. The Investor has full power and authority to enter into this Agreement. Each of the Transaction Documents, when executed and delivered by the Investor, constitutes or will constitute (when executed and delivered) valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) Purchase Entirely for Own Account. The Securities to be acquired by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing any Securities.

(c) Restricted Securities. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Investor must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Investor's control.

(d) Legends. The Investor understands that the Securities, and any securities issued in respect thereof or exchange therefor, may bear legends substantially as set forth in clause (i) below and such other legends as are described in clause (ii) below.

(i) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS."

(ii) Such legends as may be authorized or required by any agreements pursuant to which Securities (other than the Note and Warrant) are issued and sold.

(e) Accredited Investor; Investment Matters. The Investor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Investor has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Securities, and is capable of bearing the economic risks of such investment, including a complete loss of its investment in the Securities acquired by it hereunder. The Investor has been given the opportunity to ask questions of, and receive answers from, the Company regarding the Company, the terms and conditions of the Securities and related matters, and has been furnished with the information it deems necessary or desirable to evaluate the merits and risks of its acquisition of the Securities.

(f) Nationality; Residence. The Investor is a citizen of the United States of America and a resident of the State of Florida.

(g) General Solicitation. The Investor is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

4. Securities Law Transfer Restrictions. The Investor shall not sell, assign, pledge, transfer or otherwise dispose of or encumber any of the Securities being purchased by it hereunder, except (i) pursuant to an effective registration statement under the Securities Act, or (ii) pursuant to an available exemption from registration under the Securities Act and applicable state securities laws and, if requested by the Company, upon delivery by the Investor of an opinion of counsel satisfactory to the Company to the effect that the proposed transfer is exempt from registration under the Securities Act and applicable state securities laws. The Investor acknowledges and agrees that the Company is neither obligated, nor has the present intention, to register the Securities for resale pursuant to a registration statement filed with the Commission. Further, the Company is not obligated to take any action for the specific purpose of enabling the Investor to sell the Securities without registration under the Securities Act in reliance on the exemptions provide by Rule 144. Any transfer or purported transfer of the Securities in violation of this Agreement shall be voidable by the Company. The Company shall not register any transfer of the Securities in violation of this Agreement. The Company may, and may instruct any transfer agent for the Company, to place such stop transfer orders as may be required on the transfer books of the Company in order to ensure compliance with the provisions of this Agreement.

5. Conditions of the Investor's Obligations at Closing. The obligations of the Investor at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by the Investor:

(a) **Representations and Warranties.** The representations and warranties of the Company contained in Section 2 shall be true and correct, in all material respects, as of the Closing.

(b) **Legal Requirements.**

(i) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required to be obtained prior to the Closing in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the Closing.

(ii) Additionally, the sale and issuance by the Company, and the purchase by the Investor, of the Note and Warrant shall otherwise be legally permitted by all laws and regulations to which the Investor and the Company are subject.

(c) **Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in form and substance to the Investor.

(d) **Note and Warrant.** The Company shall have executed and delivered to the Investor the Note and the Warrant.

6. Conditions of the Company's Obligations at Closing. The obligations of the Company at Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by the Company:

(a) **Representations and Warranties.** The representations and warranties of the Investor contained in Section 3 shall be true and correct, in all material respects, as of the Closing.

(b) **Legal Requirements.**

(i) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required to be obtained prior to the Closing in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the Closing.

(ii) Additionally, the sale and issuance by the Company, and the purchase by the Investor, of the Note and Warrant shall otherwise be legally permitted by all laws and regulations to which the Investor and the Company are subject.

(c) **Purchase Price.** The Investor shall have delivered to the Company the principal amount of the Note (\$100,000.00).

7. Additional Provisions.

(a) **Assignment; Parties in Interest.** This Agreement and the rights hereunder are not assignable unless such assignment is consented to in writing by both the Company and the Investor. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors or permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) **Governing Law; Venue.** This Agreement, and all related matters, whether in contracts or tort, in law or in equity, or otherwise, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the state and federal courts located in Travis County, Texas, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

(c) **Counterparts; Signatures.** This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in pdf form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

(d) Interpretation. When a reference is made to a Section or Exhibit, such reference shall be to a Section or Exhibit of or to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Unless the context requires otherwise, words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders. References to “dollars” or “\$” are to U.S. dollars. The terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement. This Agreement was prepared jointly by the parties hereto and no rule that it be construed against the drafter will have any application in its construction or interpretation. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

(e) Notices. All notices, requests, demands and other communications under this Agreement and the other Transaction Documents shall be in writing and shall be deemed to have been duly given (i) if delivered personally or actually received, as of the date received, (ii) if delivered by certified mail, return receipt requested, seven (7) Business Days after being mailed, or (iii) if delivered by a nationally recognized overnight delivery service, one (1) Business Day after being deposited (with all fees prepaid) with such delivery service for next Business Day delivery, to such party at its address set forth below (or such other address as it may from time to time designate in writing to the other parties hereto):

If to the Company, to:

Rockdale Resources Corporation
11044 Research Boulevard, Suite A-200
Austin, Texas 78759
Attn: Chief Executive Officer
Phone: (512) 795-2300
Fax: (512) 795-0777

with courtesy copies to (which shall not constitute notice):

Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Attn: Alex R. Allemann
Phone: (512) 370-2804
Fax: (512) 370-2850

If to the Investor, to:

Rick Wilber
10360 Kestrel Street
Plantation, Florida 33324
Phone: (954) 465-6769
Fax: (954) 474-8115

“**Business Day**” means any day other than a Saturday, Sunday or other day on which banks are required or permitted to be closed in Austin, Texas.

(f) **Finder’s Fee.** Each party represents that it neither is nor will be obligated for any finder’s fee or commission in connection with this transaction. The Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder’s fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finder’s fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(g) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company and the Investor. Any amendment or waiver effected in accordance with this **Section 7(g)** shall be binding upon the Investor, each transferee of the Securities, and each future holder of all such Securities, regardless of whether he, she or it has given its written consent.

(h) **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or such provision to any other person or circumstance or in any other jurisdiction.

(i) **Entire Agreement.** This Agreement (including the exhibits and schedules hereto) and the other Transaction Documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter.

(j) **WAIVER OF JURY TRIAL.** THE COMPANY AND THE INVESTOR EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(Signature Page Follows)

The parties hereto have executed this Convertible Note and Warrant Purchase Agreement as of the date first set forth above.

COMPANY:

ROCKDALE RESOURCES CORPORATION

By: /s/ Marc Spezialy

Name: Marc Spezialy

Title: Chief Executive Office

INVESTOR:

/s/ Rick Wilber

Rick Wilber

EXHIBIT A
FORM OF NOTE

EXHIBIT B

FORM OF WARRANT

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS.

ROCKDALE RESOURCES CORPORATION

CONVERTIBLE PROMISSORY NOTE

\$100,000.00

September 30, 2013

FOR VALUE RECEIVED Rockdale Resources Corporation, a Colorado corporation (the "Company"), promises to pay to the order of Rick Wilber (the "Holder") the principal amount of One Hundred Thousand and ^{xx}/100^{ths} dollars (\$100,000.00), or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from December 30, 2013, on the unpaid principal balance at a rate equal to six percent (6.0%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then accrued but unpaid interest and any other amounts payable under this Convertible Promissory Note (this "Note"), shall be due and payable on September 30, 2016 ("Maturity"), unless this Note is earlier converted in accordance with Section 3. The Holder acknowledges that this Note is issued pursuant to the Convertible Note and Warrant Purchase Agreement dated as of the date hereof by and between the Holder and the Company.

The following is a statement of the rights of the Holder of this Note and the conditions to which this Note is subject, to which the Holder, by the acceptance of this Note, agrees:

1. Interest. Accrued interest on this Note shall be payable on March 31, June 30, September 30, and December 31 during the term of this Note, beginning on March 31, 2014.

2. Prepayment. The outstanding principal balance and all accrued interest payable to the Holder hereunder may be prepaid by the Company at any time in whole or in part without penalty.

3. Conversion.

3.1 Voluntary Conversion. At the Holder's option, all (but not less than all) of the outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note may be converted into shares of the Company's common stock, \$0.001 par value per share ("Common Stock"). In the event of such voluntary conversion, this Note shall be converted into that number of shares of Common Stock determined by dividing (i) the aggregate outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note, by (ii) \$0.30.

3.2 Conversion Procedure. If this Note is voluntarily converted, the Holder shall give written notice to the Company notifying the Company of its election to convert this Note. Before the Holder shall be entitled to voluntarily convert this Note, the Holder shall surrender this Note at the Company's principal executive office, or, if this Note has been lost, stolen, destroyed or mutilated, then, in the case of loss, theft or destruction, the Holder shall deliver an indemnity agreement reasonably satisfactory in form and substance to the Company (without the requirement of a bond) or, in the case of mutilation, the Holder shall surrender and cancel this Note. The Company shall, as soon as practicable thereafter, issue and deliver to such Holder a certificate or certificates for the number of shares of Common Stock to which the Holder shall be entitled upon such conversion (bearing such legends as are required by applicable state and federal securities laws in the opinion of counsel to the Company). Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of this Note or the delivery of an indemnification agreement. The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

3.3 Fractional Shares; Nonassessable; Effect of Conversion. No fractional share, or scrip representing fractional shares shall be issued upon such conversion. With respect to any fraction of a share called for upon the conversion of this Note, such fractional share shall be rounded down to the nearest whole share, and the Company shall pay to the Holder the amount of such fractional share multiplied by the Note Conversion Price. The Company covenants that the shares of Common Stock issuable upon the conversion of this Note will, upon conversion of this Note, be validly issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issue thereof. Upon conversion of this Note and the payment of the amounts specified in this Section 3.3, the Company shall be forever released from all its obligations and liabilities under this Note.

4. Default; Remedies

4.1 Default. The Company shall be in default under this Note upon the happening of any condition or event set forth below (each, an "Event of Default"):

(a) the Company's failure to pay when due any principal or interest payment on the due date hereunder, and such default shall continue unremedied for a period of 15 days following receipt of written notice signed by the Holder of such failure to pay;

(b) the Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its or any of its creditors, (iii) be dissolved or liquidated, (iv) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (v) take any action for the purpose of effecting any of the foregoing; or

(c) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within 30 days of commencement.

4.2 Remedies. Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Sections 4.1(b) or 4.1(c)) and at any time thereafter during the continuance of such Event of Default, the Holder may, by written notice to the Company, declare the entire outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 4.1(b) or 4.1(c), immediately and without notice, the entire outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note, shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right, power, or remedy otherwise permitted to it by law, either by suit in equity or by action at law, or both.

5. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, a Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or legal holiday.

6. Miscellaneous.

6.1 Loss, Theft, Destruction or Mutilation of Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, and delivery of an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it connection with the Note (without the requirement of a bond) or, in the case of mutilation, on surrender and cancellation of this Note, the Company shall execute and deliver, in lieu of this Note, a new Note executed in the same manner as this Note, in the same principal amount as the unpaid principal amount of this Note and dated the date to which interest shall have been paid on this Note or, if no interest shall have yet been so paid, dated the date of this Note.

6.2 Payment. All payments under this Note shall be made in lawful tender of the United States.

6.3 Waivers and Amendments. This Note and the obligations of the Company and the rights of the Holder under this Note may be amended, waived, discharged or terminated (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) with the written consent of the Company and the Holder. This Note may not be changed, waived, discharged or terminated orally but only by a signed statement in writing.

6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the parties at the address for such party set forth on the signature page hereto (or at such other address for a party as shall be specified).

6.5 Severability. If any provision of this Note or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or such provision to any other person or circumstance or in any other jurisdiction.

6.6 Successors and Assigns. Subject to the restrictions on transfer described in Section 6.7 below, the rights and obligations of the Company and the Holder shall be binding on and benefit the successors, assigns, heirs, administrators, and transferees of the parties.

6.7 Transfer of this Note or Securities Issued on Conversion Hereof. The Holder shall not sell, assign, pledge, transfer or otherwise dispose of or encumber (collectively, "Transfer") this Note without the prior written consent of the Company. In addition, the Holder shall not Transfer this Note or any securities issued upon conversion hereof (collectively, the "Securities"), except (i) pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (ii) pursuant to an available exemption from registration under the Securities Act and applicable state securities laws and, if requested by the Company, upon delivery by the Holder of an opinion of counsel satisfactory to the Company to the effect that the proposed transfer is exempt from registration under the Securities Act and applicable state securities laws. Any transfer or purported transfer of the Securities in violation of this Section 6.7 shall be voidable by the Company. The Company shall not register any transfer of the Securities in violation of this Section 6.7. The Company may, and may instruct any transfer agent for the Company, to place such stop transfer orders as may be required on the transfer books of the Company in order to ensure compliance with the provisions of this Section 6.7.

6.8 Usury. All agreements between the Company and the Holder, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of this Note or otherwise, shall the amount paid, or agreed to be paid, to the Holder for the use, forbearance or detention of the money to be loaned under this Note or otherwise, exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision of this Note or of any other document evidencing, securing or pertaining to the indebtedness evidenced by this Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Holder shall ever receive anything of value as interest or deemed interest by applicable law under this Note or any other document evidencing, securing or pertaining to the indebtedness evidenced by this Note or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under this Note or on account of any other indebtedness of the Company to the Holder relating to this Note, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of this Note and such other indebtedness, such excess shall be refunded to the Company. In determining whether or not the interest paid or payable with respect to any indebtedness of the Company to the Holder, under any specific contingency, exceeds the highest lawful rate, the Company and the Holder shall, to the maximum extent permitted by applicable law, (i) characterize any nonprincipal payment as an expense, fee or premium rather than as interest, (ii) amortize, prorate, allocate and spread the total amount of interest throughout the full term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term of such indebtedness, and/or (iii) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by law. The terms and provisions of this Section shall control and supersede every other conflicting provision of all agreements between the Company and the Holder. The Holder has been advised by the Company to seek the advice of an attorney and an accountant in connection with the issuance of this Note. The Company has had the opportunity to seek the advice of any attorney and accountant of the Company's choice in connection with issuance of this Note.

6.9 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holder of any breach or default under this Note or any waiver on the part of the Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Holder, shall be cumulative and not alternative.

6.10 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Note are for convenience of reference only and are not to be considered in construing this Note.

6.11 Construction. The language used in this Note will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

6.12 Governing Law. This Note, and all related matters, whether in contracts or tort, in law or in equity, or otherwise, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state.

6.13 Venue. All disputes and controversies arising out of or in connection with this Note shall be resolved exclusively by the state and federal courts located in Travis County, Texas, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

6.14 Waiver of Jury Trial. THE COMPANY AND THE HOLDER EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS NOTE.

[Signature page follows]

IN WITNESS WHEREOF, Rockdale Resources Corporation has executed this Convertible Promissory Note on the date set forth above.

ROCKDALE RESOURCES CORPORATION

By: /s/ Marc Spezialy
Marc Spezialy
Chief Executive Officer

Address:

11044 Research Boulevard
Suite A-200
Austin, Texas 78759
Phone: (512) 795-2300
Fax: (512) 795-0777

Accepted And Agreed:

HOLDER

/s/ Rick Wilber
Rick Wilber

Address:

10360 Kestrel Street
Plantation, Florida 33324

Phone: (954) 465-6769
Fax: (954) 474-8115

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE OR CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS.

Warrant No. _____

September 30, 2013

ROCKDALE RESOURCES CORPORATION**WARRANT TO PURCHASE COMMON STOCK**

This Warrant to Purchase Common Stock (this "Warrant") is issued to Rick Wilber, a Florida resident (the "Holder"), by Rockdale Resources Corporation, a Colorado corporation (the "Company"). The Holder acknowledges that this Warrant is issued pursuant to the Convertible Note and Warrant Purchase Agreement dated as of the date hereof by and between the Holder and the Company.

1. Purchase of Shares. Subject to the terms and conditions of this Warrant, the Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the Holder in writing), to purchase from the Company 285,000 shares of the Company's Common Stock, \$0.001 par value per share (the "Shares"), subject to adjustment pursuant to Section 8.

2. Purchase Price. The purchase price for the Shares shall be \$0.80 per share of Common Stock, subject to adjustment pursuant to Section 8 (such price, as adjusted from time to time, is herein referred to as the "Exercise Price").

3. Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the date of this Warrant and ending at 5:00 p.m. on September 30, 2023; provided, however, that in the event of (a) the closing of the Company's sale or transfer of all or substantially all of its assets, or (b) the closing of the acquisition of the Company by another entity by means of merger, consolidation or other transaction or series of related transactions, resulting in the exchange of the outstanding shares of the Company's capital stock such that the shareholders of the Company prior to such transaction own, directly or indirectly, less than 50% of the voting power of the surviving entity, this Warrant shall, on the date of such event, no longer be exercisable and become null and void. In the event of a proposed transaction of the kind described above, the Company shall notify the Holder of the Warrant at least 30 days prior to the consummation of such event or transaction.

4. Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with Section 3, the Holder may exercise, in whole or in part, the purchase rights evidenced by this Warrant. Such exercise shall be effected by:

(a) the surrender of the Warrant, together with a duly executed copy of the form of subscription attached hereto, to the Secretary of the Company at its principal offices; and

(b) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased.

5. Net Issue Exercise.

(a) In addition to and without limiting the rights of the Holder under the terms hereof, the Holder may elect to receive Shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with notice of such election in which event the Company shall issue to the Holder a number of Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where

- X - The number of Shares to be issued to the Holder of this Warrant after exercise.
- Y - The number of Shares to be exercised.
- A - The Bid Price of one Share to be issued upon exercise of this Warrant.
- B - Per share purchase price of the Shares at the date of exercise.

“Bid Price” means the bid price of one Share in the over-the-counter market on the electronic bulletin board for such Share as reported by Bloomberg for the close of the trading day preceding the day of determination, or, if no bid price is reported by Bloomberg for such day, the average of the bid prices of any market makers for such Share as reported in the “pink sheets” by OTC Markets Group, Inc. as of the close of the trading day preceding the day of determination. If the Bid Price cannot be calculated as of the particular day of determination on either of the foregoing bases, the Bid Price as of the day of determination shall be the fair market value of one Share as determined in good faith by the Board of Directors of the Company.

(b) No payment of any cash or other consideration to the Company shall be required from the Holder in connection with any exercise of this Warrant by exchange pursuant to this Section 5. Such exchange shall be effective upon the date of receipt by the Company of the original Warrant surrendered for cancellation and a written request from the Holder that the exchange pursuant to this Section 5 be made, or at such later date as may be specified in such request.

6. Certificates for Shares. Upon the exercise of the purchase rights evidenced by this Warrant, one or more certificates for the number of Shares so purchased shall be issued as soon as practicable thereafter, and in any event within 30 days of the delivery of the subscription notice.

7. Issuance of Shares. Except as otherwise provided herein, the Company covenants that the Shares, when issued pursuant to the exercise of this Warrant, will be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

8. Adjustment of Exercise Price and Number of Shares. The number of Shares purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide its Common Stock, by split-up or otherwise, or combine its Common Stock, or issue additional shares of its Common Stock as a dividend with respect to any shares of its Common Stock, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per Share, but the aggregate Exercise Price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 8(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization, and Consolidation. In case of any reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination or stock dividend provided for in Section 8(a)), then, as a condition of such reclassification, reorganization or change, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities or property receivable in connection with such reclassification, reorganization or change by a holder of the same number and type of securities as were purchasable as Shares by the Holder immediately prior to such reclassification, reorganization or change. In any such case, appropriate provisions shall be made with respect to the rights and interest of the Holder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price per Share payable hereunder, provided the aggregate Exercise Price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of this Warrant, or in the Exercise Price, the Company shall promptly notify the Holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant.

9. No Fractional Shares or Scrip. No fractional Shares or scrip representing fractional Shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional Shares the Company shall make a cash payment therefor on the basis of the Bid Price then in effect.

10. No Shareholder Rights. Prior to exercise of this Warrant, the Holder shall not be entitled to any rights of a shareholder with respect to the Shares, including without limitation, the right to vote such Shares, receive dividends or other distributions thereon, exercise preemptive rights or be notified of shareholder meetings, and the Holder shall not be entitled to any notice or other communication concerning the business or affairs of the Company.

11. Successors and Assigns. Subject to the restrictions on transfer described in Section 12 below, the rights and obligations of the Company and the Holder shall be binding on and benefit the successors, assigns, heirs, administrators, and transferees of the parties.

12. Transfer of this Warrant or any Shares Issued on Conversion Hereof. The Holder shall not sell, assign, pledge, transfer or otherwise dispose of or encumber this Warrant or any Shares issued on conversion hereof (collectively, the "Securities"), except (i) pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (ii) pursuant to an available exemption from registration under the Securities Act and applicable state securities laws and, if requested by the Company, upon delivery by the Holder of an opinion of counsel satisfactory to the Company to the effect that the proposed transfer is exempt from registration under the Securities Act and applicable state securities laws. Any transfer or purported transfer of the Securities in violation of this Section 12 shall be voidable by the Company. The Company shall not register any transfer of the Securities in violation of this Section 12. The Company may, and may instruct any transfer agent for the Company, to place such stop transfer orders as may be required on the transfer books of the Company in order to ensure compliance with the provisions of this Section 12.

13. Amendments and Waivers. Any term of this Warrant may be amended and the observance of any term of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder. Any waiver or amendment effected in accordance with this Section 13 shall be binding upon the Holder of any Shares purchased under this Warrant at the time outstanding (including securities into which such Shares have been converted), each future holder of all such Shares and the Company.

14. Restrictions. By acceptance hereof, the Holder acknowledges that the Shares acquired upon the exercise of this Warrant have restrictions upon their resale imposed by state and federal securities laws.

15. Governing Law. This Warrant, and all related matters, whether in contracts or tort, in law or in equity, or otherwise, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state.

16. Venue. All disputes and controversies arising out of or in connection with this Warrant shall be resolved exclusively by the state and federal courts located in Travis County, Texas, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

17. Waiver of Jury Trial. THE COMPANY AND THE HOLDER EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS WARRANT.

[Signature Page Follows]

This Warrant is issued effective as of the date first set forth above.

ROCKDALE RESOURCES CORPORATION,
a Colorado corporation

By: /s/ Marc Spezialy
Marc Spezialy, Chief Executive Officer

WARRANT

SUBSCRIPTION

Rockdale Resources Corporation
Attention: Corporate Secretary

The undersigned hereby elects to purchase, pursuant to the provisions of the Warrant to Purchase Common Stock issued by Rockdale Resources Corporation, a Colorado corporation (the “**Company**”) and held by the undersigned, _____ shares of Common Stock of the Company.

Choose one below:

_____ Payment of the Exercise Price per Share required under the Warrant accompanies this Subscription.

OR

_____ The undersigned elects to exercise this Warrant pursuant to the net issue exercise provisions of Section [5](#).

The undersigned hereby represents and warrants that the undersigned is acquiring such Shares for his own account for investment purposes only, and not for resale or with a view to distribution of such Shares or any part thereof.

Date: _____

WARRANTHOLDER:

EXHIBIT *** DO NOT SIGN

Signature

Print Name

Title

Address:

Name in which Shares should be registered:
