ZENERGY BRANDS, INC.

FORM 8-K
(Current report filing)

Filed 11/06/17 for the Period Ending 08/01/17

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CIK	0001386026
Symbol	ZNGY
SIC Code	7372 - Services-Prepackaged Software
Industry	IT Services & Consulting
Sector	Technology
Fiscal Year	12/31

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): August 1, 2017

THE CHRON ORGANIZATION, INC.
(Exact name of registrant as specified in its charter)

Nevada	**000-55771**	**20-8881686**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

5851 Legacy Circle, Suite 600
Plano, Texas 75024
(Address of principal executive offices) (zip code)

(972) 900-2870
(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)).

Item 1.01 Entry into a Material Definitive Agreement

Greentree Financial Financing

On August 1, 2017, the Company entered into a Financial Advisory Agreement with Greentree Financial Group, Inc. ("Greentree") whereby Greentree agreed to provide financial advisory services to the Company including reviewing target company acquisitions and due diligence, financial review, assistance with consolidated accounting for acquisitions and perform such other work as requested by the Company. The Company agreed to pay Greentree the sum of $25,000 for such services by issuing Greentree a Convertible Promissory Note in the principal amount of $25,000 due July 31, 2018 (the "Advisory Note"). The Advisory Note bears interest rate of eight percent (8%) per annum and is due on July 31, 2018. The Advisory Note may be prepaid in whole or in part at any time prior to the maturity date with a penalty of 10% of the sum of the outstanding principal and interest provided that the Company shall provide the holder with 15 days prior written notice of its intent to prepay. Holder shall have the option to elect to convert at any time prior to prepayment. The Holder has the right, at any time, to convert all or a portion of the note into shares of common stock of the Company at the conversion price. The per share conversion price is equal to the lowest per share trading price for the 20-day trading period prior to the conversion date multiplied by sixty-percent (60%); however, the conversion price shall not be less than $0.001. The 10% OID Notes are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon conversion of the Advisory Note or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the Advisory Note may not convert the note if such conversion would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%. In addition, the Company agreed to reimburse the Holder's non-accountable legal fees and certificate processing cost by adding $1,500 to the principal amount of each conversion but in no event shall the total conversion costs exceed $10,000.

On August 1, 2017 (the "Original Issue Date") the Company entered into and closed on the transaction set forth in the Loan Agreement (the "Greentree Loan Agreement") it entered into with Greentree for the sale of the Company's 10% original issue discount convertible notes in the aggregate principal amount of $425,000 and warrants to purchase 4,250,000 shares of the Company's common stock at an exercise price of $0.035 per share. Pursuant to the Greentree Loan Agreement, the Company issued to Greentree upon closing for a purchase price of $67,500: (i) 10% Original Issue Discount 8% Convertible Note (the "Greentree 10% OID Notes") in the principal amount of $75,000 (the "Note"); and (ii) warrants (the "Warrants") to purchase 4,250,000 shares of the Company's common stock at an exercise price of $0.035 per share (subject to adjustments under certain conditions as defined in the Warrants). The Greentree Loan Agreement provides that Greentree shall purchase, subject to its approval in its sole discretion, an additional 10% OID Note in the principal amount of $100,000 upon the effectiveness of this Registration Statement and an additional 10% OID Note in the principal amount of $250,000 upon the Company reaching a sales goal of $1,000,000 in any fiscal quarter. The maturity date of the note is July 31, 2018 and the maturity date of the additional Greentree 10% OID Notes will be 12 months from the date of such note. The Company agreed to pay Greentree $2,000 at closing for Greentree's legal document preparation and requires the Company to satisfy the current public information requirements under SEC Rule 144(c), among other things. The holder of the Greentree 10% OID Notes has the right, at any time, to convert all or a portion of the principal amount of the note into shares of common stock of the Company at the conversion price. The per share conversion price is the lowest per share trading price for the 20-day trading period immediately prior to the conversion date multiplied by sixty-percent (60%); however, the conversion shall not be less than $0.001. The Greentree 10% OID Notes may be prepaid at any time, in whole or in part prior to maturity with a penalty or premium equal to 10% of the outstanding principal and interest accrued as of the prepayment date provided that the Company provides the holder of the note 15 days advance written notice of any prepayment. The Greentree 10% OID Notes are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon conversion of the Greentree 10% OID Notes or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the Greentree 10% OID Notes may not convert the note if such exercise would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%. In addition, the Company agreed to reimburse the holder's non-accountable legal fees and certificate processing costs of $1,500 for each conversion up to a maximum of $10,000.

In further consideration for the Greentree Loan Agreement, the Company issued to Greentree a warrant to purchase 4,250,000 shares of its Common Stock that may be exercised in whole or in part at any time and from time to time until the last calendar day of the month in which the third anniversary of the issuance date occurs. The exercise price of the warrant is $0.035 per share. If the market price of one share of Common Stock is greater than the exercise price, Greentree may elect a cashless exercise pursuant to the terms set forth in the warrant. The exercise price and the number of shares of Common Stock purchasable upon the exercise of the warrant are subject to adjustment upon the occurrence of specific events, including stock dividends, stock splits, combinations and reclassifications of our Common Stock, as well as the issuance of options or other rights to purchase Common Stock at a price less than the exercise price of the warrant. An adjustment in the event of a reverse stock split or other reduction in the authorized Common Stock of the Company shall not exceed a reduction of greater than 1 for 20 regardless of the amount of the reduction of Common Stock of the Company. Subject to applicable laws, the warrant may be transferred at Greentree's option in compliance with applicable federal and state securities laws. The Greentree Warrant is not exercisable to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon exercise of the Greentree Warrant or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the Greentree Warrant may not exercise the warrant if such exercise would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%.

The Company also entered into a Registration Rights Agreement with Greentree dated as of August 1, 2017 as required pursuant to the terms of the Greentree Loan Agreement (the "Greentree Registration Rights Agreement"). The Greentree Registration Rights Agreement requires the Company to, among other things, use commercially reasonable efforts to: (1) file a registration statement covering Greentree's resale of the common stock underlying the Advisory Note, the Greentree 10% OID Notes and the Greentree Warrant within thirty (30) days following the Original Issue Date or (ii) cause the registration statement to become effective within sixty (60) days following the Original Issue Date. If the Company fails to comply with the registration requirements or a registration statement ceases to be effective or fails to be usable for its intended purpose, the Company is obligated to pay Greentree liquidated damages in amount equal to 5% per month on the principal amount of the securities required to be registered.

L&H, Inc. Financing

On the Original Issue Date, the Company entered into and closed on the transaction set forth in the L&H Loan Agreement (the "L&H Loan Agreement") it entered into with L&H Inc. ("L&H") for the sale of the Company's 10% original issue discount convertible notes in the aggregate principal amount of $50,000 and warrants to purchase 500,000 shares of the Company's common stock at an exercise price of $0.035 per share. Pursuant to the L&H Loan Agreement, the Company issued to L&H upon closing for a purchase price of $22,500: (i) 10% Original Issue Discount 8% Convertible Note (the "L&H 10% OID Notes") in the principal amount of $25,000 (the "Note"); and (ii) warrants (the "Warrants") to purchase 500,000 shares of the Company's common stock at an exercise price of $0.035 per share (subject to adjustments under certain conditions as defined in the Warrants). The L&H Loan Agreement provides that L&H shall purchase, subject to its approval in its sole discretion and an additional 10% OID Note in the principal amount of $25,000 upon the effectiveness of this Registration Statement. The maturity date of the initial 10% OID Note is July 31, 2018 and the maturity date of the additional note will be 12 months from the date of such note. The holder of the L&H 10% OID Notes has the right, at any time, to convert all or a portion of the principal amount of the note into shares of common stock of the Company at the conversion price. The per share conversion price is the lowest per share trading price for the 20-day trading period immediately prior to the conversion date multiplied by sixty-percent (60%); however, the conversion shall not be less than $0.001. The L&H 10% OID Notes may be prepaid at any time, in whole or in part prior to maturity with a penalty or premium equal to 10% of the outstanding principal and interest accrued as of the prepayment date provided that the Company provides the holder of the note 15 days advance written notice of any prepayment. The Company agreed to satisfy the current public information requirements under SEC Rule 144(c), among other things. The L&H 10% OID Notes are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon conversion of the L&H 10% OID Notes or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the L&H 10% OID Notes may not convert the note if such conversion would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%. In addition, the Company agreed to reimburse the holder's non-accountable legal fees and certificate processing costs of $1,500 for each conversion up to a maximum of $10,000.

Warrants. In further consideration for the L&H Loan Agreement, the Company issued to L&H a warrant to purchase 500,000 shares of its Common Stock that may be exercised in whole or in part at any time and from time to time until the last calendar day of the month in which the third anniversary of the issuance date occurs. The exercise price of the warrant is $0.035 per share. If the market price of one share of Common Stock is greater than the exercise price, L&H may elect a cashless exercise pursuant to the terms set forth in the warrant. The exercise price and the number of shares of Common Stock purchasable upon the exercise of the warrant are subject to adjustment upon the occurrence of specific events, including stock dividends, stock splits, combinations and reclassifications of our Common Stock, as well as the issuance of options or other rights to purchase Common Stock at a price less than the exercise price of the warrant. An adjustment in the event of a reverse stock split or other reduction in the authorized Common Stock of the Company shall not exceed a reduction of greater than 1 for 20 regardless of the amount of the reduction of Common Stock of the Company. Subject to applicable laws, the warrant may be transferred at L&H's option in compliance with applicable federal and state securities laws. The L&H Warrant is not exercisable to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon exercise of the L&H Warrant or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the L&H Warrant may not exercise the warrant if such exercise would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%.

Registration Rights Agreement. The Company also entered into a Registration Rights Agreement with L&H dated as of August 1, 2017 as required pursuant to the terms of the L&H Loan Agreement (the "L&H Registration Rights Agreement"). The L&H Registration Rights Agreement requires the Company to, among other things, use commercially reasonable efforts to: (1) file a registration statement covering L&H's resale of the common stock underlying the L&H 10% OID Notes and the L&H Warrant within thirty (30) days following the Original Issue Date or (ii) cause the registration statement to become effective within sixty (60) days following the Original Issue Date. If the Company fails to comply with the registration requirements or a registration statement ceases to be effective or fails to be usable for its intended purpose, the Company is obligated to pay L&H liquidated damages in amount equal to 5% per month on the principal amount of the securities required to be registered.

2 Plus 2 Loan Financing

On August 1, 2017 (the "Original Issue Date") the Company entered into and closed on the transaction set forth in the Loan Agreement (the "2 Plus 2 Loan Agreement") it entered into with 2 Plus 2, LLC ("2 Plus 2") for the sale of the Company's 10% original issue discount convertible notes in the aggregate principal amount of $25,000 and warrants to purchase 250,000 shares of the Company's common stock at an exercise price of $0.035 per share. Pursuant to the 2 Plus 2 Loan Agreement, the Company issued to 2 Plus 2 upon closing for a purchase price of $22,500: (i) 10% Original Issue Discount 8% Convertible Note (the "2 Plus 2 10% OID Notes") in the principal amount of $25,000 (the "Note"); and (ii) warrants (the "Warrants") to purchase 250,000 shares of the Company's common stock at an exercise price of $0.035 per share (subject to adjustments under certain conditions as defined in the Warrants). The 2 Plus 2 Loan Agreement provides that 2 Plus 2 shall purchase, subject to its approval in its sole discretion and an additional 10% OID Note in the principal amount of $25,000 upon the effectiveness of this Registration Statement. The maturity date of the 10% OID Note is July 31, 2018. The holder of the 2 Plus 2 10% OID Notes has the right, at any time, to convert all or a portion of the principal amount of the note into shares of common stock of the Company at the conversion price. The per share conversion price is the lowest per share trading price for the 20-day trading period immediately prior to the conversion date multiplied by sixty-percent (60%); however, the conversion shall not be less than $0.001. The 2 Plus 2 10% OID Notes may be prepaid at any time, in whole or in part prior to maturity with a penalty or premium equal to 10% of the outstanding principal and interest accrued as of the prepayment date provided that the Company provides the holder of the note 15 days advance written notice of any prepayment. The Company agreed to satisfy the current public information requirements under SEC Rule 144(c), among other things. The 2 Plus 2 10% OID Notes are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon conversion of the 2 Plus 2 10% OID Notes or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the 2 Plus 2 10% OID Notes may not convert the note if such conversion would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%. In addition, the Company agreed to reimburse the holder's non-accountable legal fees and certificate processing costs of $1,500 for each conversion up to a maximum of $10,000.

Warrants. In further consideration for the 2 Plus 2 Loan Agreement, the Company issued to 2 Plus 2 a warrant to purchase 250,000 shares of its Common Stock that may be exercised in whole or in part at any time and from time to time until the last calendar day of the month in which the third anniversary of the issuance date occurs. The exercise price of the warrant is $0.035 per share. If the market price of one share of Common Stock is greater than the exercise price, 2 Plus 2 may elect a cashless exercise pursuant to the terms set forth in the warrant. The exercise price and the number of shares of Common Stock purchasable upon the exercise of the warrant are subject to adjustment upon the occurrence of specific events, including stock dividends, stock splits, combinations and reclassifications of our Common Stock, as well as the issuance of options or other rights to purchase Common Stock at a price less than the exercise price of the warrant. An adjustment in the event of a reverse stock split or other reduction in the authorized Common Stock of the Company shall not exceed a reduction of greater than 1 for 20 regardless of the amount of the reduction of Common Stock of the Company. Subject to applicable laws, the warrant may be transferred at 2 Plus 2's option in compliance with applicable federal and state securities laws. The 2 Plus 2 Warrant is not exercisable to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon exercise of the 2 Plus 2 Warrant or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the 2 Plus 2 Warrant may not exercise the warrant if such exercise would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%.

Registration Rights Agreement. The Company also entered into a Registration Rights Agreement with 2 Plus 2 dated as of August 1, 2017 as required pursuant to the terms of the 2 Plus 2 Loan Agreement (the "2 Plus 2 Registration Rights Agreement"). The 2 Plus 2 Registration Rights Agreement requires the Company to, among other things, use commercially reasonable efforts to: (1) file a registration statement covering 2 Plus 2's resale of the common stock underlying the 2 Plus 2 10% OID Notes and the 2 Plus 2 Warrant within thirty (30) days following the Original Issue Date or (ii) cause the registration statement to become effective within sixty (60) days following the Original Issue Date. If the Company fails to comply with the registration requirements or a registration statement ceases to be effective or fails to be usable for its intended purpose, the Company is obligated to pay 2 Plus 2 liquidated damages in amount equal to 5% per month on the principal amount of the securities required to be registered.

JSJ Investments Financing

Effective as of September 20, 2017, the Company entered into and closed on the transaction set forth in the JSJ Loan Agreement (the "JSJ Loan Agreement") it entered into with JSJ Investments, Inc. ("JSJ") for the sale of the Company's original issue discount 10% convertible note in the principal amount of $110,000. Pursuant to the JSJ Loan Agreement, the Company issued to JSJ upon closing for a purchase price of $105,000: 5% Original Issue Discount 10% Convertible Note (the "JSJ OID Note") in the principal amount of $110,000 (the "Note). The maturity date of the OID Note is June 20, 2018. The holder of the JSJ OID Note has the right, at any time, to convert all or a portion of the principal amount of the note into shares of common stock of the Company at the conversion price. The per share conversion price is the lowest per share trading price for the 20-day trading period immediately prior to the conversion date multiplied by sixty-percent (60%); however, the conversion shall not be less than $0.0005. The JSJ OID Note may be prepaid at any time, in whole or in part prior to maturity with a penalty or premium equal to 25% up to the 90 th day from the issuance date, 30% from the 91 st to the 150 th day from issuance, and 40% from the 151th day of issuance. The Company agreed to satisfy the current public information requirements under SEC Rule 144(c), among other things. The JSJ OID Note are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon conversion of the JSJ OID Note or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the JSJ OID Note may not convert the note if such conversion would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%.

Vista Capital Investments, LLC Financing

On October 2, 2017 (the "Original Issue Date") the Company entered into and closed on the transaction set forth in the Loan Agreement (the "Vista Loan Agreement") it entered into with Vista Capital Investments, LLC ("Vista") for the sale of the Company's 20% original issue discount convertible notes in the aggregate principal amount of $220,000 and issue commitment shares in the amount of 3,000,000 restricted common shares in the Company. Pursuant to the Vista Loan Agreement, the Company issued to vista upon closing for a purchase price of $200,000: (i) 20% Original Issue Discount 8% Convertible Note (the "Vista" 20% OID Notes") in the principal amount of $220,000 (the "Note"); and (ii) security purchase agreement to issue 3,000,000 shares of the Company's common stock. The maturity date of the 20% OID Note is October 2, 2019. The holder of the Vista 20% OID Notes has the right, at any time, to convert all or a portion of the principal amount of the note into shares of common stock of the Company at the conversion price. The per share conversion price is the lowest per share trading price for the 20-day trading period immediately prior to the conversion date multiplied by sixty-percent (60%); however, the conversion shall not be less than $0.01. The Vista 20% OID Notes may be prepaid at any time, within the 90 day period immediately following the Issuance Date, the Company shall have the option, upon 10 business days' notice to Holder, to pre-pay the entire remaining outstanding principal amount of this Note in cash, provided that (i) the Company shall pay the Holder 135% of the Outstanding Balance, (ii) such amount must be paid in cash on the next business day following such 10 business day notice period, and (iii) the Holder may still convert the note to the terms at all times until such prepayment amount has been received in full.

The Company agreed to satisfy the current public information requirements under SEC Rule 144(c), among other things. The Vista 20% OID Notes are not convertible to the extent that (a) the number of shares of our common stock beneficially owned by the holder and (b) the number of shares of our common stock issuable upon conversion of the Vista 20% OID Notes or otherwise would result in the beneficial ownership by holder of more than 4.9% of the Company's then outstanding common stock. This ownership limitation can be increased or decreased by the holder upon 61 days notice to the Company. Further, the holder of the Vista 20% OID Notes may not convert the note if such conversion would cause the holder's beneficial ownership of the Company's outstanding common stock to exceed 9.9%.

Registration Rights Agreement. The Company also entered into a Registration Rights Agreement with Vista dated as of October 2, 2017 as required pursuant to the terms of the Vista Loan Agreement (the "Vista Registration Rights Agreement"). The Vista Registration Rights Agreement requires the Company to, among other things, use commercially reasonable efforts to: (1) file a registration statement covering Vista's resale of the common stock underlying the Vista 20% OID Notes within ninety (90) days following the Original Issue Date. If the Company fails to comply with the registration requirements or a registration statement ceases to be effective or fails to be usable for its intended purpose, the Company is obligated to pay Vista liquidated damages.

The foregoing descriptions of the Greentree Loan Agreement, Advisory Note, Greentree 10% OID Notes, Warrants, Greentree Registration Rights Agreement, L&H Loan Agreement, L&H 10% OID Notes, L&H Registration Rights Agreement, 2 Plus 2 Loan Agreement, 2 Plus 2 10% OID Notes, the 2 Plus 2 Registration Rights Agreement and the JSJ OID Note do not purport to be complete and are qualified in their entirety by reference to the full text of the form of Loan Agreement, the Warrants, Advisory Note, 10% OID Note and Registration Rights Agreement which are attached as Exhibits 10.1, 4.1, 4.2, 4.3 and 10.2 respectively to this Current Report on Form 8-K, and are incorporated herein by reference.

Item 2.03 – Creation of a Direct Financial Obligation

The information provided in Item 1.01 is incorporated by reference in this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The issuance of the securities whose information is set forth in Item 1.01 of this Current Report on Form 8-K were not registered under the Securities Act of 1933, as amended (the "Securities Act"), but qualified for exemption under Section 4(a)(2) of the Securities Act. The securities were exempt from registration under Section 4(a)(2) of the Securities Act because the issuance of such securities by the Company did not involve a "public offering," as defined in Section 4(a)(2) of the Securities Act, due to the insubstantial number of persons involved in the transaction, size of the offering, manner of the offering and number of securities offered. The Company did not undertake an offering in which it sold a high number of securities to a high number of investors. In addition, these investors had the necessary investment intent as required by Section 4(a)(2) of the Securities Act since they agreed to, and will receive, share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act.

Item 9.01 Financials Statements and Exhibits.

	Description
4.1	Form of Common Stock Purchase Warrant.
4.2	Advisory Note issued by The Chron Organization, Inc. to Greentree Financial Group, Inc. dated August 1, 2017.
4.3	Form of 10% Convertible Promissory Note.
10.1	Form of Loan Agreement.
10.2	Form of Registration Rights 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.

THE CHRON ORGANIZATION, INC.

Dated: November 3, 2017

By: */s/ Alex Rodriguez*

Alex Rodriguez
President and Chief Executive Officer

Exhibit 4.1

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER AND REASONABLY APPROVED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

FORM OF

COMMON STOCK PURCHASE WARRANT

Number of shares: [__] **Holder: [__]**

Exercise Price per Share: $ [__] **Warrant No. [__]**

Expiration Date: [__] **Issue Date: [__]**

FOR VALUE RECEIVED, The Chron Organization, Inc., a Nevada corporation (the " Company "), hereby certifies that **[__]** , or its designated assigns (the " Warrant Holder "), is entitled to purchase the securities set forth below.

This Warrant entitles the Warrant Holder to purchase from the Company at any time after the Issue Date and before the Expiration Date, **[__] ([__])** shares (the " Warrant Shares ") of common stock (the " Common Stock ") of the Company at an exercise price of **$ [__] per share** (as adjusted from time to time as provided in Section 7 hereof, the " Exercise Price "), at any time and from time to time from and after the Issue Date and through and including 5:00 p.m. New York time on the Expiration Date.

This Warrant is being issued pursuant to that certain Loan Agreement, dated as of **[__]** by and between the Company and the Warrant Holder, (the "Loan Agreement"). Capitalized terms used herein but not otherwise defined herein, shall have the meanings given to them in the Loan Agreement.

This Warrant is subject to the following terms and conditions:

1. Registration of Warrant. The Company shall register this Warrant upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Warrant Holder hereof from time to time. The Company may deem and treat the registered Warrant Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Warrant Holder, and for all other purposes, unless provided notice to the contrary in accordance herewith.

2. Investment Representation. The Warrant Holder by accepting this Warrant represents that the Warrant Holder is acquiring this Warrant for its own account or the account of an affiliate for investment purposes and not with the view to any offering or distribution and that the Warrant Holder will not sell or otherwise dispose of this Warrant or the underlying Warrant Shares in violation of applicable securities laws. The Warrant Holder acknowledges that the certificates representing any Warrant Shares will bear a legend indicating that they have not been registered under the United States Securities Act of 1933, as amended (the "1933 Act") and may not be sold by the Warrant Holder except pursuant to an effective registration statement or pursuant to an exemption from registration requirements of the 1933 Act and in accordance with federal and state securities laws. If this Warrant was acquired by the Warrant Holder pursuant to the exemption from the registration requirements of the 1933 Act afforded by Regulation S thereunder, the Warrant Holder acknowledges and covenants that this Warrant may not be exercised by or on behalf of a Person during the one year distribution compliance period (as defined in Regulation S) following the date hereof. "Person" means an individual, partnership, firm, limited liability company, trust, joint venture, association, corporation, or any other legal entity.

3. Validity of Warrant and Issue of Shares . The Company represents and warrants that this Warrant has been duly authorized and validly issued and warrants and agrees that all of Warrant Shares that may be issued upon the due exercise of the rights represented by this Warrant will, when issued upon such exercise, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof. The Company further warrants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant.

4. Registration of Transfers and Exchange of Warrants .

a. Subject to compliance with the legend set forth on the face of this Warrant, the Company shall register the transfer of this Warrant, or any portion of this Warrant, in the Warrant Register, upon delivery by the Warrant Holder to the Company, pursuant to Section 10 of (i) this Warrant, and (ii) a duly completed and executed written assignment. Upon any such registration or transfer, a new warrant to purchase Common Stock, in substantially the form of this Warrant (any such new warrant, a "New Warrant"), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Warrant Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance of such transferee of all of the rights and obligations of a Warrant Holder of a Warrant.

b. This Warrant is exchangeable, upon the surrender hereof by the Warrant Holder to the office of the Company specified in or pursuant to Section 10 for one or more New Warrants, evidencing in the aggregate the right to purchase the number of Warrant Shares which may then be purchased hereunder. Any such New Warrant will be dated the date of such exchange, and will have the same Expiration Date as the original Warrant for which the New Warrant was exchanged.

5. Exercise of Warrants.

a. Exercise of this Warrant shall be made upon delivery to the Company pursuant to Section 10, of (i) this Warrant; (ii) a duly completed and executed election notice, in the form attached hereto (the "Election Notice") and (iii) payment of the Exercise Price. Payment of the Exercise Price may be made at the option of the Warrant Holder either (a) in cash, wire transfer or by certified or official bank check payable to the order of the Company equal to Exercise Price per share in effect at the time of exercise multiplied by the number of Warrant Shares specified in the Election Notice, or (b) through a cashless exercise provided in Section 5(b) below, **however, this cashless features shall be removed when this Warrant is registered in an effective Form S-1 registration statement** . The Company shall promptly (but in no event later than five (5) business days after the "Date of Exercise," as defined herein) issue or cause to be issued and cause to be delivered to the Warrant Holder in such name or names as the Warrant Holder may designate in the Election Notice, a certificate for the Warrant Shares issuable upon such exercise, with such restrictive legend as required by the 1933 Act, as applicable. Any person so designated by the Warrant Holder to receive Warrant Shares shall be deemed to have become holder of record of such Warrant Shares as of the Date of Exercise of this Warrant. All Warrant Shares delivered to the Warrant Holder the Company covenants, shall upon due exercise of this Warrant, be duly authorized, validly issued, fully paid and non-assessable.

b. If the closing price per share of the Common Stock (as quoted by the OTC Markets or other principal trading market, if applicable) reported on the day immediately preceding the Date of Exercise (the "Fair Market Value") of one share of Common Stock is greater than the Exercise Price of one Warrant Share (at the date of calculation as set forth below), in lieu of exercising this Warrant for cash, the Warrant Holder may elect to receive that number of Warrant Shares computed using the following formula:

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

Where X= the number of shares of Common Stock to be issued to the Warrant Holder

Y= the number of shares of Warrant Shares purchasable under this Warrant or, if only a portion of this Warrant is being exercised, the portion of this Warrant being exercised (at the date of such calculation)

A= Fair Market Value

B= Exercise Price (as adjusted to the date of such calculation)

For purposes of Rule 144 promulgated under the 1933 Act, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction in the manner described above shall be deemed to have been acquired by the Warrant Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued.

c. A " Date of Exercise " means the date on which the Company shall have received (i) this Warrant (or any New Warrant, as applicable), (ii) the Election Notice (or attached to such New Warrant) appropriately completed and duly signed, and (iii) payment of the Exercise Price (if this Warrant is exercised on a cash basis) for the number of Warrant Shares so indicated by the Warrant Holder to be purchased.

d. This Warrant shall be exercisable at any time and from time to time for such number of Warrant Shares as is indicated in the attached Form of Election to Purchase. If less than all of the Warrant Shares which may be purchased under this Warrant are exercised at any time, the Company shall issue or cause to be issued, at its expense, a New Warrant evidencing the right to purchase the remaining number of Warrant Shares for which no exercise has been evidenced by this Warrant.

e. Notwithstanding any other provision of this Warrant, the Warrant Holder may not exercise this Warrant if such exercise would cause Warrant Holder's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the Common Stock of the Company to exceed 4.9% of its total issued and outstanding Common Stock or voting shares. Upon not less than sixty-one (61) days advance written notice, at any time or from time to time, the Warrant Holder at its sole discretion, may waive this provision of this Warrant.

f. Notwithstanding any other provision of this Warrant, the Warrant Holder may not exercise this Warrant if such exercise would cause Warrant Holder's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the Common Stock of the Company to exceed 9.9% of its total issued and outstanding Common Stock or voting shares. Any common shares exercised under this Warrant need to be delivered to the Warrant Holder within five (5) business days of the receipt of Exercise Notice.

6. Common Share Issuance . Upon receipt by the Company of a written request from Warrant Holder to exercise any portion of any Warrant, subject to any limitations on exercise contained in any Warrant, the Company shall have five (5) business days ("Delivery Date") to issue the shares of Common Stock rightfully listed in such request. If the Company fails to timely deliver the shares through willful failure or deliberate hindrance, the Company shall pay to Warrant Holder in immediately available funds $1,000.00 per day past the Delivery Date that the shares are actually issued. Any amounts due under this Section shall be paid by the fifth (5th) day of the month following the month in which they accrued. The Company agrees that the right to exercise its Warrants is a valuable right to Warrant Holder and a material consideration of it entering this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a failure of the Company to timely deliver shares as required hereby. Therefore, the parties agree that the foregoing liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Warrant Holder due to any such breach. The parties agree that this Section is not intended to in any way limit Warrant Holder's right to pursue other remedies, including actual damages and/or equitable relief.

7. Adjustment of Exercise Price and Number of Shares . The character of the shares of stock or other securities at the time issuable upon exercise of this Warrant and the Exercise Price therefor, are subject to adjustment upon the occurrence of the following events:

a. Adjustment for Reorganization, Consolidation, Merger, Etc. In case of any consolidation or merger of the Company with or into any other corporation, entity or person, or any other corporate reorganization, in which the Company shall not be the continuing or surviving entity of such consolidation, merger or reorganization (any such transaction being hereinafter referred to as a " Reorganization "), then, in each case, the Holder of this Warrant, on exercise hereof at any time after the consummation or effective date of such Reorganization (the " Effective Date "), shall receive, in lieu of the shares of stock or other securities at any time issuable upon the exercise of the Warrant issuable on such exercise prior to the Effective Date, the stock and other securities and property (including cash) to which such Holder would have been entitled upon the Effective Date if such holder had exercised this Warrant immediately prior thereto (all subject to further adjustment as provided in this Warrant). The Company shall ensure that the surviving entity in any Reorganization specifically assumes the Company's obligations under this Warrant.

b. Exercise Price Adjustment. If at any time the Company grants, issues or sells any Common Stock, options to purchase Common Stock, securities convertible into Common Stock or rights relating to Common Stock (the "Purchase Rights") to any person, entity, association, or other organization other than the Holder, at a price per share less than the Exercise Price, then the Exercise Price hereof shall be proportionately reduced to match the price per share of the Purchase Rights. For purposes of clarification, if the exercise price of the Warrant Shares is $0.20 per share, and if the Company sells Common Stock at $0.08 per share at any time after the date hereof, then the Exercise Price of Holder's Warrant Shares would be adjusted to $0.08 per share. Notwithstanding, the Exercise Price may not exceed $[___] per share in any case.

c. Adjustments for Stock Dividends; Combinations, Etc . In case the Company shall do any of the following (an "Event"):

(i) declare a dividend or other distribution on its Common Stock payable in Common Stock of the Company,

(ii) subdivide the outstanding Common Stock pursuant to a stock split or otherwise, or

(iii) reclassify its Common Stock,

then the number of shares of Common Stock or other securities at the time issuable upon exercise of this Warrant shall be appropriately adjusted to reflect any such Event; however, there shall be no adjustment to the Exercise Price or issuable Warrant Shares in the event of a reverse stock split or other reduction in the authorized Common Stock of the Company. Not-with-standing the above, the adjustment to the Exercise Number of issuable Warrant Shares in the event of a reverse stock split or other reduction in the authorized Common Stock of the Company shall not exceed a reduction of greater than 1 for [__] regardless of the amount of the reduction of Common Stock of the Company.

d. Certificate as to Adjustments . In case of any adjustment or readjustment in the price or kind of securities issuable on the exercise of this Warrant, the Company will promptly give written notice thereof to the holder of this Warrant in the form of a certificate, certified and confirmed by the Board of Directors of the Company, setting forth such adjustment or readjustment and showing in reasonable detail the facts upon which such adjustment or readjustment is based.

8. Registration Rights . This Warrant will have registration rights. The Company shall prepare and file with the United States Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (the "Form S-1") within 30 days of Effective Date to cover this Warrant. The Form S-1 Should be effective within 75 days of Effective Date. The legal fees associated with filing the Form S-1 shall be paid by Company. Further, all of the terms, representations, warranties, agreements, covenants and conditions set forth in the Registration Rights Agreement are incorporated herein by reference. To the extent that there is a conflict between any condition, term or provision of this Warrants Agreement and the Registration Rights Agreement, the conditions, terms, and provisions set forth herein shall specifically supersede the conflicting conditions, provisions and/or terms in the Registration Rights Agreement.

9. Fractional Shares . The Company shall not be required to issue or cause to be issued fractional Warrant Shares on the exercise of this Warrant. The number of full Warrant Shares that shall be issuable upon the exercise of this Warrant shall be computed on the basis of the aggregate number of Warrants Shares purchasable on exercise of this Warrant so presented. If any fraction of a Warrant Share would, except for the provisions of this Section 9, be issuable on the exercise of this Warrant, the Company shall, at its option, (i) pay an amount in cash equal to the Exercise Price multiplied by such fraction or (ii) round the number of Warrant Shares issuable, up to the next whole number.

10. Notice . All notices and other communications hereunder shall be in writing and shall be deemed to have been given (i) on the date they are (a) delivered if delivered in person or (b) sent, if sent by email; (ii) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation; (iii) on the date delivered by an overnight courier service; or (iv) on the third business day after it is mailed by registered or certified mail, return receipt requested with postage and other fees prepaid as follows:

If to the Company:
The Chron Organization Inc.
5851 Legacy Circle, Suite 600
Plano, Texas 75024
Email Address: arod@nautilitypartners.com
Attn: Alex Rodriguez

If to the Warrant Holder:
[__]

11. Miscellaneous .

a. This Warrants is being granted pursuant to the terms of that certain Loan Agreement, dated as of [_____] by and between the Company and the Warrant Holder (the "Loan Agreement"). If not otherwise defined herein, all capitalized terms herein shall have the meanings given to them in the Loan Agreement. Further, all of the terms, representations, warranties, agreements, covenants and conditions set forth in the Loan Agreement are incorporated herein by reference. To the extent that there is a conflict between any condition, term or provision of this Warrant and the Loan Agreement, the conditions, terms, and provisions set forth herein shall specifically supersede the conflicting conditions, provisions and/or terms in the Loan Agreement.

b. This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Warrant may be amended only in writing and signed by the Company and the Warrant Holder. Warrant Holder may assign this Warrant without consent from the Company but in accordance with the restrictions herein.

C. Nothing in this Warrant shall be construed to give to any person or corporation other than the Company and the Warrant Holder any legal or equitable right, remedy or cause of action under this Warrant; this Warrant shall be for the sole and exclusive benefit of the Company and the Warrant Holder.

d. This Warrant shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws provisions. All disputes arising out of or in connection with this Warrant, or in respect of any legal relationship associated with or derived from this Warrant, shall only be heard in any competent court residing in Clark County, Nevada. The Company agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. The Company further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. The Company agrees that any action on or proceeding brought against the Warrant Holder shall only be brought in such courts.

Initials: _____

e. In the event the Warrant Holder hereof shall refer this Warrant Agreement to an attorney to enforce the terms hereof, the Company agrees to pay all the costs and expenses incurred in attempting or effecting the enforcement of the Warrant Holder's rights, including reasonable attorney's fees, whether or not suit is instituted.

f. The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

g. In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonably substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

h. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a shareholder of the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by the authorized officer as of the date first above stated.

The Chron Organization, Inc

By: */s/ Alex Rodriguez*
Name: Alex Rodriguez
Title: Presidet

Initials: _____

FORM OF ELECTION TO PURCHASE

(To be executed by the Warrant Holder to exercise the right to purchase shares of Common Stock under the foregoing Warrant)

To: **The Chron Organization, Inc.**

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby irrevocably elects to purchase (check applicable box):

[ ] _____ shares of the Common Stock covered by such Warrant; or

[ ] the maximum number of shares of Common Stock covered by such Warrant pursuant to the cashless exercise procedure set forth therein.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant, which is $ _____. Such payment takes the form of (check applicable box or boxes):

[ ] $_____in lawful money of the United States; and/or

[ ] the cancellation of such portion of the attached Warrant as is exercisable for a total of _____ shares of Common Stock (using a Fair Market Value of $ _____per share for purposes of this calculation); and/or

[ ] the cancellation of such number of shares of Common Stock as is necessary, in accordance with the formula set forth in Section 5 of the Warrant, to exercise this Warrant with respect to the maximum number of shares of Common Stock purchasable pursuant to the cashless exercise procedure set forth in Section 5.

After application of the cashless exercise feature as described above, _____shares of Common Stock are required to be delivered pursuant to the instructions below.

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable upon exercise of the within Warrant shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to an exemption from registration under the Securities Act.

Name of Warrant Holder:

(Print) _____

(By:) _____

(Name:) _____

(Title:) _____

Signatures must conform in all respects to the name of the Warrant Holder on the face of the Warrant.

Initials: _____

THESE SECURITIES AND THE SECURITIES INTO WHICH THEY CONVERT HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AND COMPANY RESTRICTIONS.

FORM OF CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, The Chron Organization, Inc., a Nevada corporation, its successors and assigns (the "Company) promises to pay to the order of [_____], a Florida corporation ("Holder"), in immediately available funds, the aggregate principal amount set forth below (the "Principal Amount"), plus all accrued interest thereon, in accordance with the terms of this Convertible Promissory Note ("Note" or "Security").

EFFECTIVE DATE:	[_____]
PRINCIPAL AMOUNT:	$[_____]
MATURITY DATE:	[_____]

1. *INCORPORATION* . This Note is being issued pursuant to the terms of that certain Financial Advisory Agreement, dated as of [_____] by and between the Company and the Holder (the "Advisory Agreement"). If not otherwise defined herein, all capitalized terms herein shall have the meanings given to them in the Advisory Agreement. Further, all of the terms, representations, warranties, agreements, covenants and conditions set forth in the Advisory Agreement are incorporated herein by reference. To the extent that there is a conflict between any condition, term or provision of this Note and the Advisory Agreement, the conditions, terms, and provisions set forth herein shall specifically supersede the conflicting conditions, provisions and/or terms in the Advisory Agreement.

2. *PAYMENT.* All outstanding principal shall be due [_____] from the Effective Date ("Maturity Date"). If at the Maturity Date all or a portion of the Note has not been converted into common stock of the Company, the Company shall have three (3) days after the Maturity Date to deliver payment of the balance of the Note to the Holder. Payment shall be made at Holder's address at 7951 SW 6th Street, Suite 216, Plantation, FL 33324, or as otherwise directed by Holder.

3. *INTEREST.* Interest shall accrue on the unpaid principal balance of this Note at the annual rate of [_____] (%) until the entire Principal Amount is paid in full. Interest shall not be compounded and shall be computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) months of thirty (30) days each, with any calculation based upon a partial month of less than thirty (30) days based on actual days lapsed. The Company will make interest payments semi- annually, with the first interest payment due six (6) months from the Effective Date hereof and on each 6 months from such date until all interest and outstanding principal is paid in full.

4. *PREPAYMENT.* The Company may, at its option, at any time and from time to time, prepay all or any part of the principal balance of this Note before the Maturity Date, with a penalty or premium equal to [__]% of the sum of any outstanding Principal and any interest accrued as of the prepayment date; *provided* , that it shall provide Holder with [_____] days' advanced written notice of its intent to prepay this Note. Holder shall have the option to elect to convert this Note per the terms of this Note and the Advisory Agreement at any time prior to the Company's prepayment. Any partial prepayments would be applied to accrued interest balance first.

5. *REORGANIZATION.* In case of any consolidation or merger of the Company with or into any other corporation, entity or person, or any other corporate reorganization, in which the Company shall not be the continuing or surviving entity of such consolidation, merger or reorganization (any such transaction being hereinafter referred to as a "Reorganization"), then, in each case, the Holder of this Note, on conversion hereof at any time after the consummation or effective date of such Reorganization (the "Reorganization Date"), shall receive, in lieu of the shares of stock or other securities at any time issuable upon the conversion of this Note issuable on such conversion prior to the Reorganization Date, the stock and other securities and property (including cash) to which such Holder would have been entitled upon the Reorganization Date if such Holder had converted this Note immediately prior thereto. The Company shall ensure that the surviving entity in any Reorganization specifically assumes the Company's obligations under this Note and the Advisory Agreement.

6. *CONVERSION.* Upon written notice ("Conversion Notice"), at any time or from time to time, the Holder at its sole option, may convert the outstanding Principal Amount of this Note, or any portion of the Principal Amount hereof, and any accrued interest, in whole or in part, into shares of the common stock of the Company (the "Common Stock"). Any amount so converted will be converted into common stock of the Company at a price of [__]% of the lowest trading price on the primary trading market on which the Company's Common Stock is quoted for the twenty (20) trading days immediately prior to but not including the Conversion Date ("Conversion Price"), however, in no case shall the Conversion Price be less than $0.001 per share. Notwithstanding any other provision of this Note, the Holder may not convert this Note if such conversion would cause Holder's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the Company to exceed 4.9% of its total issued and outstanding common or voting shares. Upon not less than sixty-one (61) days advance written notice, at any time or from time to time, the Holder at its sole discretion, may waive this 4.9% conversion limit. However, the Holder agrees not to convert this Note if such conversion would cause Holder's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the Company to exceed 9.9% of its total issued and outstanding common or voting shares. Any common shares converted under this Note need to be delivered to the Holder within five (5) business days of the receipt of Conversion Notice.

7. *CONVERSION COST.* The Company agrees to reimburse Holder's non-accountable legal fees and certificate processing cost by adding $[_____] to the Principal for each note conversion effected by Holder; however, in no case shall the total conversion cost of this Note be over $[_____].

8. *COMMON SHARE ISSUANCE.* Upon receipt by the Company of a written request from Holder to convert any amount due under any Note, subject to any limitations on conversion contained in any Note, the Company shall have five (5) business days ("Delivery Date") to issue the shares of Common Stock rightfully listed in such request. If the Company fails to timely deliver the shares through willful failure or deliberate hindrance, the Company shall pay to Holder in immediately available funds $[_____] per day past the Delivery Date that the shares are actually issued. Any amounts due under this Section shall be paid by the fifth (5th) day of the month following the month in which they accrued or, at the option of Holder, may be added to the principal under any Note. The Company agrees that the right to convert the Notes is a valuable right to Holder and a material consideration of it entering the Advisory Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a failure of the Company to timely deliver shares as required hereby. Therefore, the parties agree that the foregoing liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Holder due to any such breach. The parties agree that this Section is not intended to in any way limit Holder's right to pursue other remedies, including actual damages and/or equitable relief.

9. *REGISTRATION RIGHTS* . This Note will have registration rights. The Company shall prepare and file with the United States Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (the "Form S-1") within 30 days of Effective Date to cover this Note. The Form S-1 Should be effective within 75 days of Effective Date. The additional Notes will be issued pursuant to an effective Form S-1. The legal fees associated with filing the Form S-1 shall be paid by Company. Further, all of the terms, representations, warranties, agreements, covenants and conditions set forth in the Registration Rights Agreement are incorporated herein by reference. To the extent that there is a conflict between any condition, term or provision of this Note and the Registration Rights Agreement, the conditions, terms, and provisions set forth herein shall specifically supersede the conflicting conditions, provisions and/or terms in the Registration Rights Agreement.

10. *ADJUSTMENTS.* In case the Company shall at any time prior to the conversion of the Note, or the maturity of the Note, whichever first occurs, effect a recapitalization or reclassification of such character that its Common Stock shall be changed into or become exchangeable for a larger number of shares, then the Conversion Price shall be appropriately adjusted to reflect any such event. There shall be no adjustment to the Conversion Price of the Promissory Note in the event of a reverse stock split or other reduction in the Company's shares.

11. *DEFAULT.* The occurrence of any one of the following events shall constitute an Event of Default:

    a) The non-payment, when due or upon demand, of any principal or interest pursuant to this Note;

    b) The material breach of any representation or warranty in the Advisory Agreement;

    c) The breach of any material covenant or undertaking herein or therein the Advisory Agreement;

    d) The commencement by the Company of any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or the adjudication of the Company as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Company for, acquiescence in, or consent by the Company to, the appointment of any receiver or trustee for the Company or for all or a substantial part of the property of the Company; or the assignment by the Company for the benefit of creditors; or the written admission of the Company of its inability to pay its debts as they mature;

    e) The commencement against the Company of any proceeding relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, provided, however, that the commencement of such a proceeding shall not constitute an Event of Default unless the Company consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for 20 days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Company or for all or a substantial part of the property of the Company, which order, judgment or decree remains undismissed for 20 days; or a warrant of attachment, execution, or similar process shall be issued against any substantial part of the property of the Company;

    f) The Company liquidates, transfers, sells or assigns substantially all of its assets or elects to wind down its operations or dissolve;

g) The Company fails to maintain irrevocable TA instruction or file with the Company's transfer agent;

h) The Company fails to stay current in its SEC reporting obligations, including maintaining XBRL financial information on the Company's corporate website;

i) The Company fails to deliver the Holder the shares of Common Stock rightfully listed in the Conversion Notice within five (5) business days;

j) The Company defaults on any other debt or warrant agreement exceeding a value of $[_____];

k) The Company breaches any other agreement it has with Holder or his assigns;

l) The Company interferes with Holder's or its assigns' efforts to remove the restrictive legend from the Common Stock issued as a result of conversion of the Note when Holder or his assign has provided an attorney opinion letter opining that the shares are eligible to have the legend removed pursuant to Rule 144 or otherwise.

There will be no cure period available for the Event of Default as defined in Section 10(d) and 10(e); Upon the occurrence of any Event of Default, and provided such Event of Default as defined in Section 10(a) through 10(c), and 10(f) through 10(l), has not been cured by the Company within five (5) business days after the occurrence of such Event of Default (except a payment default of any interest, principal and/or other amount when due, of which no cure period is available), the Holder, may, by written notice to the Company, declare all or any portion of the unpaid Principal Amount due to Holder, together with all accrued interest thereon, immediately due and payable (without advanced notice as may otherwise by required hereunder); provided that upon the occurrence of an Event of Default as set forth in paragraph (d) or paragraph (e) hereof, all or any portion of the unpaid Principal Amount due to Holder, together with all accrued interest thereon, shall immediately become due and payable without any such notice. Holder shall also have all other remedies available under law and equity. There shall be a default charge equal to [___]% of the sum of any unpaid principal plus any interest accrued as of the default date.

In the event that Holder at its sole discretion elects to allow the Company to continue with repayment of the principal and interest on this Note after an Event of Default, the interest rate on the unpaid principal of this Note will change to [__]% or the highest interest rate currently allowable under Florida law for loans of this amount (the "Default Interest Rate"). In the event of any changes under Florida law relating to the increases or decreases of allowable interest rates, this Note will be changed to the highest amount allowable under Florida law without notification or further ratification. As of the date of Default or any Event of Default, assuming the Holder allows reinstatement or continuation of this Note, the Default Interest Rate shall become the new rate of interest on this Note.

Any payments that the Holder allows under this section shall be made through a wire transfer of funds or Certified Check.

Upon the occurrence of any Event of Default, the Holder at any time, at its sole discretion, may elect to immediately (without prior notice) convert the outstanding Principal Amount of this Note, or any portion of the Principal Amount hereof, and any accrued interest, in whole or in part, into shares of the Common Stock, according to the terms of this Note.

12. *NOTICE.* Any and all notices, demands, advance requests or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if (i) personally served, (ii) sent by email on the date such email is sent (provided confirmation of such email being sent is provided upon request) (iii) deposited in the United States mail, postage prepaid, return receipt requested, or (iv) by facsimile with confirmation receipt. Notice hereunder is to be given as follows:

If to the Company:
The Chron Organization, Inc.
5851 Legacy Circle, Suite 600
Plano, Texas 75024
Attn: Alex Rodriguez

If to the Holder:
[_____]

13. *REPRESENTATIONS AND WARRANTIES BY HOLDER* . Holder, by its acceptance of this Note, represents and warrants to Company as follows:

(a) Holder is acquiring the Security with the intent to hold as an investment and not with a view of distribution.

(b) Holder is an "accredited investor" within the definition contained in Rule 501(a) under the Securities Act of 1933, as amended (the " **Securities Act** "), and is acquiring the Security for its own account, for investment, and not with a view to, or for sale in connection with, the distribution thereof or of any interest therein. Holder has adequate net worth and means of providing for its current needs and contingencies and is able to sustain a complete loss of the investment in the Security, and has no need for liquidity in such investment. Holder, itself or through its officers, employees or agents, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment such as an investment in the Securities, and Holder, either alone or through its officers, employees or agents, has evaluated the merits and risks of the investment in the Security.

(c) Holder acknowledges and agrees that it is purchasing the Security hereunder based upon its own inspection, examination and determination with respect thereto as to all matters, and without reliance upon any express or implied representations or warranties of any nature, whether in writing, orally or otherwise, made by or on behalf of or imputed to the Company.

(d) Holder has no contract, arrangement or understanding with any broker, finder, investment bank, financial intermediary or similar agent with respect to any of the transactions contemplated by this Agreement.

(e) Holder understands that in lieu of this Note, Holder has the right to receive an up-front cash payment prior to Holder rendering services to the Company pursuant to the Advisory Agreement. By acceptance of this Note, Holder agrees that it will loan the Company its services fee and close out the Company's account receivable with the Holder and hold only such interests in the Company as granted by this Note and the other securities into which it may be converted. It is further acknowledged and agreed that the value of this Note, or the securities into which it may be converted, at any given time, could be less than the value of the service fee had Holder elected an up-front payment, and Holder accepts the investment risk associated therewith.

14. *SUCCESSION AND ASSIGNABILITY* . This Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Holder may assign any of his or its rights, interests, or obligations hereunder on his or its own discretion without further approval from the Company.

15. *GOVERNING LAW AND CONSENT TO JURISDICTION* . This Note shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law provisions. All disputes arising out of or in connection with this Note, or in respect of any legal relationship associated with or derived from this Note, shall only be heard in any competent court residing in Broward County, Florida. The Company agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. The Company further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. The Company agrees that any action on or proceeding brought against the Holder shall only be brought in such courts.

16. *ATTORNEYS FEES.* In the event the Holder hereof shall refer this Note to an attorney to enforce the terms hereof, the Company agrees to pay all the costs and expenses incurred in attempting or effecting the enforcement of the Holder's rights, including reasonable attorney's fees, whether or not suit is instituted.

17. *CONFORMITY WITH LAW*. It is the intention of the Company and of the Holder to conform strictly to applicable usury and similar laws. Accordingly, notwithstanding anything to the contrary in this Note, it is agreed that the aggregate of all charges which constitute interest under applicable usury and similar laws that are contracted for, chargeable or receivable under or in respect of this Note, shall under no circumstances exceed the maximum amount of interest permitted by such laws, and any excess, whether occasioned by acceleration or maturity of this Note or otherwise, shall be canceled automatically, and if theretofore paid, shall be either refunded to the Company or credited on the Principal Amount of this Note.

18. *SEVERABILITY* . If any portion of this Note is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Note, and the remaining part shall remain in full force and effect as if no such invalid or unenforceable provisions had been a part of this Note.

19. *WAIVER*. Holder shall not be deemed to have waived any rights under this Note unless such waiver is given in a dated writing signed by Holder. No delay or omission on the part of Holder in exercising any right pursuant to this Note shall operate as a waiver of such right or any other right. A waiver by Holder of any provision of this Note or of any rights against any individual, entity or collateral shall not prejudice or constitute a waiver of strict compliance of any other provision of this Note by any other individual or entity. No prior waiver by Holder or course of dealing between Holder and any individual or entity collectively constituting the Company shall constitute a waiver of any rights of Holder or of any obligations pursuant to this Note.

20. This Note and the Advisory Agreement (and the warrant issued thereunder) constitute the entire agreement between the parties relating to the subject matter hereof, and may not be altered or amended except by written agreement signed by the parties.

In witness whereof, the below parties signed and sealed this Note as of above date written.

THE CHRON ORGANIZATION, INC.
("COMPANY")

By: _____
Name: Alex Rodriguez
Title: President

HOLDER

By: _____

Initial: _____

THESE SECURITIES AND THE SECURITIES INTO WHICH THEY CONVERT HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXE:MPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AND COMPANY RESTRICTIONS.

FORM OF 10% CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, The Chron Organization, Inc., a Nevada corporation, its successors and assigns (the "Company) promises to pay to the order of [_____], a [_____] corporation ("Holder"), in immediately available funds, the aggregate principal amount set forth below (the "Principal Amount"), plus all accrued interest thereon, in accordance with the terms of this Convertible Promissory Note ("Note").

EFFECTIVE DATE:	[_____]
PRINCIPAL AMOUNT:	$[_____]
ORIGINAL ISSUANCE DISCOUNT:	[__]% of principal amount
NET PROCEEDS TO THE COMPANY:	$[_____]
MATURITY DATE:	[_____]

1. *INCORPORATION.* This Note is being issued pursuant to the terms of that certain Loan Agreement, dated as of [_____] by and between the Company and the Holder (the "Loan Agreement"). If not otherwise defined herein, all capitalized terms herein shall have the meanings given to them in the Loan Agreement. Further, all of the terms, representations, warranties, agreements, covenants and conditions set forth in the Loan Agreement are incorporated herein by reference. To the extent that there is a conflict between any condition, term or provision of this Note and the Loan Agreement, the conditions, terms, and provisions set forth herein shall specifically supersede the conflicting conditions, provisions and/or terms in the Loan Agreement.

2. *PAYMENT* All outstanding principal shall be due [_____] from the Effective Date ("Maturity Date"). If at the Maturity Date all or a portion of the Note has not been converted into common stock of the Company, the Company shall have three (3) days after the Maturity Date to deliver payment of the balance of the Note to the Holder. Payment shall be made at Holder's address at 7951 SW 6th Street, Suite 216, Plantation, FL 33324, or as otherwise directed by Holder.

3. *INTEREST* Interest shall be accrued on the unpaid principal balance of this Note at the annual rate of [_____] until the entire Principal Amount is paid in full. Interest shall not be compounded and shall be computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) months of thirty (30) days each, with any calculation based upon a partial month of less than thirty (30) days based on actual days lapsed. The Company will make interest payments every six months, with the first interest payment due six (6) months from the Effective Date hereof and on each 6 months from such date until all interest and outstanding principal is paid in full.

4. *PREPAYMENT*. The Company may, at its option, at any time and from time to time, prepay all or any part of the principal balance of this Note before the Maturity Date, with a penalty or premium equal to [__]% of the sum of any outstanding Principal and any interest accrued as of the prepayment date; *provided,* that it shall provide Holder with fifteen (15) days' advanced written notice of its intent to prepay this Note. Holder shall have the option to elect to convert this Note per the terms of this Note at any time prior to the Company' s prepayment. Any partial prepayments would be applied to accrued interest balance first.

5. *REORGANIZATION* In case of any consolidation or merger of the Company with or into any other corporation, entity or person, or any other corporate reorganization, in which the Company shall not be the continuing or surviving entity of such consolidation, merger or reorganization (any such transaction being hereinafter referred to as a "Reorganization"), then, in each case, the Holder of this Note, on conversion hereof at any time after the consummation or effective date of such Reorganization (the "Reorganization Date"), shall receive, in lieu of the shares of stock or other securities at any time issuable upon the conversion of this Note issuable on such conversion prior to the Reorganization Date, the stock and other securities and property (including cash) to which such Holder would have been entitled upon the Reorganization Date if such Holder had converted this Note immediately prior thereto. The Company shall ensure that the surviving entity in any Reorganization specifically assumes the Company's obligations under this Note and the Loan Agreement.

6. CONVERSION Upon written notice ("Conversion Notice"), at any time or from time to time, the Holder at its sole option, may convert the outstanding Principal Amount of this Note, or any portion of the Principal Amount hereof, and any accrued interest, in whole or in part, into shares of the common stock of the Company (the " Common Stock"). Any amount so converted will be converted into common stock of the Company at a price of [__]% of the lowest trading price on the primary trading market on which the Company' s Common Stock is quoted for the twenty (20) trading days immediately prior to but not including the Conversion Date ("Conversion Price"), however, in no case shall the Conversion Price be less than $[___] per share. Notwithstanding any other provision of this Note, the Holder may not convert this Note if such conversion would cause Holder's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the Company to exceed 4.9% of its total issued and outstanding common or voting shares. Upon not less than sixty-one (61) days advance written notice, at any time or from time to time, the Holder at its sole discretion, may waive this 4.9% conversion limit. However, the Holder agrees not to convert this Note if such conversion would cause Holder's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of l934, as amended) of the Company to exceed 9.9% of its total issued and outstanding common or voting shares. Any common shares converted under this Note need to be delivered to the Holder within five (5) business days of the receipt of Conversion Notice.

7. CONVERSION COST. The Company agrees to reimburse Holder's non-accountable legal fees and certificate processing cost by adding $[____] to the Principal for each note conversion effected by Holder; however, in no case shall the total conversion cost of this Note be over $[_____]

8. *COMMON SHARE ISSUANCE.* Upon receipt by the Company of a written request from Holder to convert any amount due under any Note, subject to any limitations on conversion contained in any Note, the Company shall have five (5) business days ("Delivery Date") to issue the shares of Common Stock rightfully listed in such request. If the Company fails to timely deliver the shares through willful failure or deliberate hindrance, the Company shall pay to Holder in immediately available funds $[_____]per day past the Delivery Date that the shares are actually issued. Any amounts due under this Section shall be paid by the fifth (5th) day of the month following the month in which they accrued or, at the option of Holder, may be added to the principal under any Note. The Company agrees that the right to convert the Notes is a valuable right to Holder and a material consideration of it entering this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a failure of the Company to timely deliver shares as required hereby. Therefore, the parties agree that the foregoing liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Holder due to any such breach. The parties agree that this Section is not intended to in any way limit Holder's right to pursue other remedies, including actual damages and/or equitable relief.

9. *REGISTRATION RIGHTS.* This Note will have registration rights. The Company shall prepare and file with the United States Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (the " Form S-1") within 30 days of Effective Date to cover this Note. The Form S-1 Should be effective within 75 days of Effective Date. The additional Notes will be issued pursuant to an effective Form S-1. The legal fees associated with filing the Form S-1 shall be paid by Company. Further, all of the terms, representations, warranties, agreements, covenants and conditions set forth in the Registration Rights Agreement are incorporated herein by reference. To the extent that there is a conflict between any condition, term or provision of this Note and the Registration Rights Agreement, the conditions, terms, and provisions set forth herein shall specifically supersede the conflicting conditions, provisions and/or terms in the Registration Rights Agreement.

10. *ADJUSTMENTS.* In case the Company shall at any time prior to the conversion of the Note, or the maturity of the Note, whichever first occurs, effect a recapitalization or reclassification of such character that its Common Stock shall be changed into or become exchangeable for a larger number of shares, then the Conversion Price shall be appropriately adjusted to reflect any such event. There shall be no adjustment to the Conversion Price of the Promissory Note in the event of a reverse stock split or other reduction in the Company's shares.

11. *DEFAULT* The occurrence of any one of the following events shall constitute an Event of Default:

    a) The non-payment, when due or upon demand, of any principal or interest pursuant to this Note;

    b) The material breach of any representation or warranty in the Loan Agreement;

    c) The breach of any material covenant or undertaking herein or therein the Loan Agreement;

d) The commencement by the Company of any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter **in** effect; or the adjudication of the Company as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Company for, acquiescence in, or consent by the Company to, the appointment of any receiver or trustee for the Company or for all or a substantial part of the property of the Company; or the assignment by the Company for the benefit of creditors; or the written admission of the Company of its inability to pay its debts as they mature;

e) The commencement against the Company of any proceeding relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, provided, however, that the commencement of such a proceeding shall not constitute an Event of Default unless the Company consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for 20 days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Company or for all or a substantial part of the property of the Company, which order, judgment or decree remains undismissed for 20 days; or a warrant of attachment, execution , or similar process shall be issued against any substantial part of the property of the Company;

f) The Company liquidates, transfers, sells or assigns substantially all of its assets or elects to wind down its operations or dissolve;

g) The Company fails to maintain irrevocable TA instruction or file with the Company's transfer agent;

h) The Company fails to stay current in its SEC reporting obligations, including maintaining XBRL financial information on the Company's corporate website;

i) The Company fails to deliver the Holder the shares of Common Stock rightfully listed in the Conversion Notice and Warrant Exercise Notice within five (5) business days;

j) The Company defaults on any other debt or warrant agreement exceeding a value of $[_____];

k) The Company breaches any other agreement it has with Holder or his assigns;

1) The Company interferes with Holder's or its assigns' efforts to remove the restrictive legend from the Common Stock issued as a result of conversion of the Note when Holder or his assign has provided an attorney opinion letter opining that the shares are eligible to have the legend removed pursuant to Rule 144 or otherwise.

There will be no cure period available for the Event of Default as defined in Section 11(d) and 11(e); Upon the occurrence of any Event of Default, and provided such Event of Default as defined in Section ll(a) through l l (c), and 1l(f) through 11(1), has not been cured by the Company within five (5) business days after the occurrence of such Event of Default (except a payment default of any interest, principal and/or other amount when due, of which no cure period is available), the Holder, may, by written notice to the Company, declare all or any portion of the unpaid Principal Amount due to Holder, together with all accrued interest thereon, immediately due and payable (without advanced notice as may otherwise by required hereunder); provided that upon the occurrence of an Event of Default as set forth in paragraph (d) or paragraph (e) hereof, all or any portion of the unpaid Principal Amount due to Holder, together with all accrued interest thereon, shall immediately become due and payable without any such notice. Holder shall also have all other remedies available under law and equity. There shall be a default charge equal to [__]% of the sum of any unpaid principal plus any interest accrued as of the default date.

In the event that Holder at its sole discretion elects to allow the Company to continue with repayment of the principal and interest on this Note after an Event of Default, the interest rate on the unpaid principal of this Note will change to [__]% or the highest interest rate currently allowable under Nevada law for loans of this amount (the "Default Interest Rate"). In the event of any changes under Nevada law relating to the increases or decreases of allowable interest rates, this Note will be changed to the highest amount allowable under Nevada law without notification or further ratification. As of the date of Default or any Event of Default, assuming the Holder allows reinstatement or continuation of this Note, the Default Interest Rate shall become the new rate of interest on this Note.

Any payments that the Holder allows under this section shall be made through a wire transfer of funds or Certified Check.

Upon the occurrence of any Event of Default, the Holder at any time, at its sole discretion, may elect to immediately (without prior notice) convert the outstanding Principal Amount of this Note, or any portion of the Principal Amount hereof, and any accrued interest, in whole or in part, into shares of the Common Stock, according to the terms of this Note.

12. *NOTICE.* Any and all notices, demands, advance requests or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if (i) personally served, (ii) sent by email on the date such email is sent (provided confirmation of such email being sent is provided upon request) (iii) deposited in the United States mail, postage prepaid, return receipt requested, or (iv) by facsimile with confirmation receipt. Notice hereunder is to be given as follows:

If to the Company:
The Chron Organization, Inc.
5851 Legacy Circle, Suite 600
Plano, Texas 75024
Attn: Alex Rodriguez

If to the Holder:
[ ]

13. *REPRESENTATIONS AND WARRANTIES BY HOLDER.* Holder, by its acceptance of this Note, represents and warrants to Company as follows:

(a) Holder is acquiring the Security with the intent to hold as an investment and not with a view of distribution.

(b) Holder is an "accredited investor" within the definition contained in Rule 501(a) under the Securities Act of 1933, as amended (the **"Securities Act"),** and is acquiring the Security for its own account, for investment, and not with a view to, or for sale in connection with, the distribution thereof or of any interest therein. Holder has adequate net worth and means of providing for its current needs and contingencies and is able to sustain a complete loss of the investment in the Security, and has no need for liquidity in such investment. Holder, itself or through its officers, employees or agents, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment such as an investment in the Securities, and Holder, either alone or through its officers, employees or agents, has evaluated the merits and risks of the investment in the Security.

(c) Holder acknowledges and agrees that it is purchasing the Security hereunder based upon its own inspection, examination and determination with respect thereto as to all matters, and without reliance upon any express or implied representations or warranties of any nature, whether in writing, orally or otherwise, made by or on behalf of or imputed to the Company.

(d) Holder has no contract, arrangement or understanding with any broker, finder, investment bank, financial intermediary or similar agent with respect to any of the transactions contemplated by this Agreement.

14. *SUCCESSION AND ASSIGNABILITY.* This Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Holder may assign any of his or its rights, interests, or obligations hereunder on his or its own discretion without further approval from the Company.

15. *GOVERNING LAW AND CONSENT TO JURISDICTION.* This Note shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law provisions. All disputes arising out of or in connection with this Note, or in respect of any legal relationship associated with or derived from this Note, shall only be heard in any competent court residing in Clark County, Nevada. The Company agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. The Company further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. The Company agrees that any action on or proceeding brought against the Holder shall only be brought in such courts.

16. *ATTORNEYS FEES.* In the event the Holder hereof shall refer this Note to an attorney to enforce the terms hereof, the Company agrees to pay all the costs and expenses incurred in attempting or effecting the enforcement of the Holder's rights, including reasonable attorney's fees, whether or not suit is instituted.

17. CONFORMITY WITH LAW. It is the intention of the Company and of the Holder to conform strictly to applicable usury and similar laws. Accordingly, notwithstanding anything to the contrary in this Note, it is agreed that the aggregate of all charges which constitute interest under applicable usury and similar laws that are contracted for, chargeable or receivable under or in respect of this Note, shall under no circumstances exceed the maximum amount of interest permitted by such laws, and any excess, whether occasioned by acceleration or maturity of this Note or otherwise, shall be canceled automatically, and if theretofore paid, shall be either refunded to the Company or credited on the Principal Amount of this Note.

18. *SEVERABILITY*. If any portion of this Note is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Note, and the remaining part shall remain in full force and effect as if no such invalid or unenforceable provisions had been a part of this Note.

19. *WAIVER*. Holder shall not be deemed to have waived any rights under this Note unless such waiver is given in a dated writing signed by Holder. No delay or omission on the part of Holder in exercising any right pursuant to this Note shall operate as a waiver of such right or any other right. A waiver by Holder of any provision of this Note or of any rights against any individual, entity or collateral shall not prejudice or constitute a waiver of strict compliance of any other provision of this Note by any other individual or entity. No prior waiver by Holder or course of dealing between Holder and any individual or entity collectively constituting the Company shall constitute a waiver of any rights of Holder or of any obligations pursuant to this Note.

20. This Note and the Loan Agreement (and the warrant issued thereunder) constitute the entire agreement between the parties relating to the subject matter hereof, and may not be altered or amended except by written agreement signed by the parties.

In witness whereof, the below parties signed and sealed this Note as of above date written.

THE CHRON ORGANIZATION, INC.
("COMPANY")

By:
Name: Alex Rodriguez
Title: President

HOLDER

By:
Name:
Title:

Initial:_____

FORM OF LOAN AGREEMENT

This Loan Agreement ("Agreement") is made and entered into in this [ ] day of [_____] 2017 ("Effective Date"), by and between The Chron Organization, Inc., a Nevada corporation, its successors and assigns (the "Company"), and [_____]., a Florida corporation ("Lender").

RECITALS

WHEREAS, the Company is in need of capital for working capital and product expansion and Lender has agreed to provide up to $[_____] of such capital according to the terms hereof; and

WHEREAS, Lender and Company enter into this Agreement to establish terms by which Lender, in its sole discretion, may fund Loans, as set forth herein and therein the related Notes, described below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by Lender and Company (each "party" and, collectively, "parties"), the parties hereby agree as follows:

1. LOANS; PROMISSORY NOTES . Lender may loan the Company up to $[_____] pursuant to the terms hereof; **provided, nothing herein or otherwise shall obligate Lender to make any future loans to the Company** . All sums advanced pursuant to the terms of this Agreement (each a "Loan" and collectively, the "Loans") shall be evidenced by a separate [_]% convertible promissory note (each a "Note" and collectively, the "Notes"), in substantially the form set forth as Exhibit A hereto. Each Note shall be in the aggregate principal amount of the Loan made at each Closing and shall be convertible into shares of the Company's common stock (the "Common Stock") pursuant to the terms contained in each Note at any time after its issuance, at Lender's sole options. All covenants, conditions and agreements contained herein are made a part of each Note, unless modified therein.

a. It is currently anticipated that Loans shall be made according to the schedule contained in Exhibit C hereto.

b. First tranche of $[_____] shall be disbursed within three days after Closing.

c. Second tranche of $[_____] shall be disbursed upon effectiveness of the registration statement on Form S-1.

d. Third tranche of $[_____] shall be disbursed upon the Company reaching a sales goal of $[_____] in any fiscal quarter.

e. Any request for a Loan may be made from time to time and subject to Lender approval. Requests for Loans may be made orally or in writing. **Lender may refuse to make any requested Loan in its sole discretion.**

f. Unless stated otherwise in the Note, the Note will automatically mature [_____] months from the date of the applicable Note.

Initial_____
Initial_ ____

g. All sums advanced pursuant to this Agreement shall bear simple interest from the date the Loan is made until paid in full at an interest rate of [___]% per annum. Interest not paid shall not compound and will be calculated on the basis of a 360 day year. Interest shall be paid by the Company semi-annually.

2. WARRANTS. Upon receipt of the first tranche of $[_____], [_____] Warrants shall be granted to the Lender with a strike price of $[_____]per share, which is in substantially the form set forth as Exhibit B hereto (the "Warrant"). The Warrants shall be exercisable for a period of three (3) years from Closing, cashless, reversible up to a maximum amount equal to a 1-[__] reverse split (i.e. if a reverse is 1-50, the number of Warrants would reverse only at 1-20, AND, the strike price would remain unaffected). Notwithstanding any other provision of the Warrant, the Lender may not exercise the Warrants if such exercise would cause Lender's beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the Common Stock of the Company to exceed [___]% of its total issued and outstanding Common Stock or voting shares. In addition, the Warrants' cashless feature shall be removed when such Warrants are registered in an effective Form S-1 registration statement.

3. CLOSING FEE. Closing fee of $[_____]for legal documents preparation shall be deducted from the principal of the Note at the Closing.

4. REPRESENTATIONS AND WARRANTIES BY THE COMPANY. In order to induce Lender to enter into this Agreement and to make the Loans provided for herein, Company represents and warrants to Lender as follows:

a. Organization, Good Standing and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada and has the requisite corporate power to own, lease and operate its properties and assets and to conduct its business as it is now being conducted.

b. Non-Shell Status. The Company is not now or ever been a shell as that term is defined in Rule 405 of the Securities Act.

c. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and perform this Agreement, the Notes, and the Warrants (all such documents together with all amendments, schedules, exhibits, annexes, supplements and related items, to each such document shall hereinafter be collectively referred to as, the "Transaction Documents"). The execution, delivery and performance of the Transaction Documents by the Company, and the consummation by it of the transactions contemplated in, have been duly and validly authorized by all necessary corporate action. The Transaction Documents, when executed and delivered, will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

d. Disclosure. None of the Transaction Documents nor any other document, certificate or instrument furnished to the Lender by or on behalf of the Company in connection with the transactions contemplated by the Transaction Documents contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made herein or therein, in the light of the circumstances under which they were made herein or therein, not misleading.

e. Adequate Shares. The Company will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by the respective Warrants and initial Note. Initial reserve will be set at [_____] shares of Common Stock. Additional reserves shall be provided prior to subsequent tranches being disbursed.

f. Periodic Filings. The Company at all times will remain current in its reporting requirements with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act") including maintaining XBRL financial information on the Company's corporate website.

5. REPRESENTATIONS AND WARRANTIES BY LENDER . Lender, by its acceptance of this Agreement, represents and warrants to Company as follows:

(a) Lender is acquiring the Notes and Warrants with the intent to hold as an investment and not with a view of distribution.

(b) Lender is an "accredited investor" within the definition contained in Rule 501(a) under the Securities Act of 1933, as amended (the " **Securities Act** "), and is acquiring the Note for its own account, for investment, and not with a view to, or for sale in connection with, the distribution thereof or of any interest therein. Lender has adequate net worth and means of providing for its current needs and contingencies and is able to sustain a complete loss of the investment in the Note, and has no need for liquidity in such investment. Lender, itself or through its officers, employees or agents, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment such as an investment in the Securities, and Lender, either alone or through its officers, employees or agents, has evaluated the merits and risks of the investment in the Note.

(c) Lender acknowledges and agrees that it is purchasing the Notes and Warrants hereunder based upon its own inspection, examination and determination with respect thereto as to all matters, and without reliance upon any express or implied representations or warranties of any nature, whether in writing, orally or otherwise, made by or on behalf of or imputed to the Company.

(d) Lender has no contract, arrangement or understanding with any broker, finder, investment bank, financial intermediary or similar agent with respect to any of the transactions contemplated by this Agreement.

(e) No Shorting, Etc. Lender agrees that for a period of twenty-four (24) months after the Closing of the sale of the Notes by the Company to Lender, neither Lender nor any of its affiliates, whether in their own capacity or through a third party, shall directly or indirectly enter into or effect any "short sales" (as such term is defined in Rule 10a-1 of the Exchange Act) of shares of Common Stock or any hedging transaction, including obtaining and/or borrowing any shares of Common Stock, which establishes a net short position with respect to the shares of Common Stock underlying the Warrants and Notes, whether on a U.S. domestic exchange or any foreign exchange.

6. COMMON SHARE ISSUANCE . Upon receipt by the Company of a written request from Lender to convert any amount due under any Note or to exercise any portion of any Warrant, subject to any limitations on conversion or exercise contained in any Note and/or Warrant, the Company shall have five (5) business days ("Delivery Date") to issue the shares of Common Stock rightfully listed in such request. If the Company fails to timely deliver the shares through willful failure or deliberate hindrance, the Company shall pay to Lender in immediately available funds $[_____] per day past the Delivery Date that the shares are actually issued. Any amounts due under this Section shall be paid by the fifth (5th) day of the month following the month in which they accrued or, at the option of Lender, may be added to the principal under any Note. The Company agrees that the right to convert the Notes or exercise its Warrants is a valuable right to Lender and a material consideration of it entering this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a failure of the Company to timely deliver shares as required hereby. Therefore, the parties agree that the foregoing liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Lender due to any such breach. The parties agree that this Section is not intended to in any way limit Lender's right to pursue other remedies, including actual damages and/or equitable relief.

7. CONVERSION COSTS . The Company agrees to reimburse Lender's non-accountable legal fees and certificate processing cost by adding $[_____] to the Principal for each note conversion effected by Lender; however, in no case shall the total conversion cost of this Note be over $[_____].

8. EVENTS OF DEFAULT . An event of default will occur if any of the following circumstances occur (each an "Event of Default"):

a. Any representation or warranty made by Company in this Agreement or in connection with any Warrant or Note, or in any financial statement, or any other statement furnished by Company to Lender is untrue in any material respect at the time when made or becomes untrue.

b. Default by Company in the observance or performance of any other covenant or agreement contained in this Agreement.

c. Default by Company under the terms of any Note or Warrant or any other third party note or warrant that exceeds a value of $[_____].

d. Filing by Company of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.

e. Filing of an involuntary petition against Company in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for sixty (60) days undismissed, unbonded or undischarged.

f. Company liquidates, transfers, sells or assigns substantially its assets or elects to wind down its operations or dissolve.

g. The Company fails to stay current in its SEC reporting obligations, including maintaining XBRL financial information on the Company's corporate website.

h. The Company fails to maintain irrevocable TA instruction on file with the Company's transfer agent.

i. The Company fails to deliver the Lender the shares of Common Stock rightfully listed in any Conversion Notice or any Warrants Exercise Notice within five (5) business days.

j. The Company breaches any other agreement it has with Lender or his assigns.

k. The Company interferes with Lender's or its assigns' efforts to remove the restrictive legend from the Common Stock issued as a result of conversion of any Note when Lender or his assign has provided an attorney opinion letter opining that the shares are eligible to have the legend removed pursuant to Rule 144 or otherwise.

9. REMEDIES. (i) There will be no cure period available for the Event of Default as defined in Section 8(d) and 8(e); (ii) upon the occurrence of an Event of Default as defined above, and provided such Event of Default as defined in Section 8(a) through 8(c), and Section 8(f) through 8(k), has not been cured by the Company within five (5) business days after the occurrence of such Event of Default, the principal and any accrued interest of the Note will be due immediately, and Lender shall have all of the rights and remedies provided by applicable law and equity. To the extent permitted by law, Company waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement, any Warrant and/or any Note. No failure or delay on the part of Lender in exercising any right, power, or privilege hereunder or thereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. In the event Lender shall refer this Agreement to an attorney to enforce the terms hereof, the Company agrees to pay all the costs and expenses incurred in attempting or effecting the enforcement of the Lender's rights, including reasonable attorney's fees, whether or not suit is instituted.

10. NOTICE. Any and all notices, demands, advance requests or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if (i) personally served, (ii) sent by email on the date such email is sent (provided confirmation of such email being sent is provided upon request) (iii) deposited in the United States mail, postage prepaid, return receipt requested, or (iv) by facsimile with confirmation receipt. Notice hereunder is to be given as follows:

If to the Company:

The Chron Organization Inc.
5851 Legacy Circle, Suite 600
Plano, Texas 75024
Attn: Alex Rodriguez

If to the Lender:

[_____]

11. GENERAL PROVISIONS. All representations and warranties made in the Transaction Documents shall survive the execution and delivery of this Agreement and the making of any Loans hereunder. This Agreement will be binding upon and inure to the benefit of Company and Lender, their respective successors and assigns.

12. ENTIRE AGREEMENT . The Transaction Documents contain the entire agreement of the parties and supersedes and replaces all prior discussions, negotiations and representations of the parties. No party shall rely upon any oral representations in entering into this agreement, such oral representations, if any, being expressly denied by the party to whom they are attributed and it being the intention of the parties to limit the terms of this Agreement to those matters contained herein in writing. However, incorporated Notes shall be deemed controlling at all times with regards to any inconsistent or changed terms or amendments contained therein.

13. BINDING EFFECT . This agreement is binding upon and inures to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Lender may assign its rights hereunder without prior permission from the Company.

14. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law provisions. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall only be heard in any competent court residing in Clark County, Nevada. The Company agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. The Company further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. The Company agrees that any action on or proceeding brought against the Lender shall only be brought in such courts.

15. ATTORNEYS FEES. In the event the Lender hereof shall refer this Agreement to an attorney to enforce the terms hereof, the Company agrees to pay all the costs and expenses incurred in attempting or effecting the enforcement of the Lender's rights, including reasonable attorney's fees, whether or not suit is instituted.

16. AMENDMENT . The terms of this Agreement may not be amended, modified, or eliminated without written consent of the parties.

17. SEVERABILITY . Every provision of this Agreement is intended to be severable. If any term or provision thereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

18. CONSTRUCTION . Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. No rule of construction or interpretation that disfavors the party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

19. FURTHER ASSURANCES . Each party hereto agrees to do all things, including execute, acknowledge and/or deliver any documents which may be reasonably necessary, appropriate or desirable to effectuate the transactions contemplated herein pursuant to terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto enter into this Loan Agreement which is effective as of the date first written.

Company:	**Lender:**
The Chron Organization, Inc.	
By: */s/ Alex Rodriguez*	By:
Name: Alex Rodriguez	Name:
Title: President	Title:

FORM OF REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of [_____], by and among The Chron Organization, Inc., a Nevada corporation, its successors and assigns (the "Company"), and the undersigned (the "Investor").

R E C I T A L S

WHEREAS, Investor and the Company have entered into various agreements, as of approximate even date herewith, including a "Loan Agreement," pursuant to which the Company shall issue to Investor a series of convertible promissory notes ("First Note") and warrant to purchase up to [_____] shares of the Company's common stock (the "Warrant"), and a "Financial Advisory Agreement," pursuant to which the Company has issued Investor a convertible promissory note in the principal amount of $[_____] ("Second Note").

WHEREAS, as a material consideration for the Investor's execution of the Loan Agreement and Financial Advisory Agreement, the Company has agreed to register the shares of the Company's common stock issuable upon exercise of the Warrant and conversion of the First Note and Second Note, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereby agree as follows:

1. Certain Definitions . In addition to those terms defined within this Agreement, as used in this Agreement, the following terms shall have the following respective meanings:

" Commission " means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, or any similar federal rule or statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

" Holder " and " Holders " means (i) the Investor and (ii) any person holding Registrable Securities to whom the registration rights have been validly transferred.

" Registrable Securities " means (i) the shares of the Company's common stock that are issuable upon exercise of the Warrant and conversion of the First Note and Second Note, and (ii) any common stock of the Company issued or issuable in respect of the foregoing shares of the Company's common stock upon any stock split, stock dividend, recapitalization, or similar event; provided, however, that securities shall only be treated as Registrable Securities if and so long as they have not been registered or sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction.

The terms " register ," " registered " and " registration " refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement by the Commission.

" Registration Expenses " shall mean all expenses incurred by the Company in complying with Section 2.1, including without limitation, all registration, qualification and filing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

" Rule 144 " and " Rule 145 " shall mean Rules 144 and 145, respectively, promulgated under the Securities Act, or any similar federal rules thereunder, all as the same shall be in effect at the time.

" Securities Act " shall mean the Securities Act of 1933, as amended, or any similar federal rule or statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

" Selling Expenses " shall mean all underwriting discounts and selling commissions applicable to the securities registered by the Holders.

2. Registration

2.1 Registration Filing.

(a) Filing for Registrable Securities . The Company shall file with the Commission, within thirty (30) days from the date of this Agreement, a registration statement for the resale of all of the Registrable Securities. The Company will use its best efforts to cause the Commission to declare the registration statement effective within sixty (60) days from the date of this Agreement.

(b) Inclusion of Other Shares . The Company may, at its option, include shares held by other stockholders of the Company in any such registration statement filed under this Section 2.1.

2.2 Expenses of Registration . All Registration Expenses incurred in connection with a registration pursuant to Section 2.1 shall be borne by the Company; provided , however , that the Company shall have no obligation to pay or otherwise bear (i) any portion of the fees or disbursements of counsel for the Holders in connection with the registration of their Registrable Securities, (ii) any portion of any underwriter's commissions or discounts, expense allowance or fees or stock transfer taxes attributable to the Registrable Securities being offered and sold by the Holders of Registrable Securities, or (iii) any of such expenses if the payment of such expenses by the Company is prohibited by the laws of a state in which such offering is qualified and only to the extent so prohibited. Unless otherwise stated, all Selling Expenses relating to be borne by the Holders will be divided pro rata on the basis of the number of shares so registered or proposed to be so registered.

2.3 Registration Procedures . In the case of the registration effected by the Company pursuant to this Agreement, the Company will keep each Holder advised in writing as to the initiation of such registration and as to the completion thereof. The Company will:

(a) Prepare and file with the Commission a registration statement and such amendments and supplements as may be necessary and use its reasonable best efforts to cause such registration statement to become and remain effective until (i) the second anniversary following the date the registration statement is declared effective, (ii) all of the Registrable Securities included in the registration statement have been sold, or (iii) all of the Registrable Securities may be sold under Rule 144 without any volume limitation, whichever comes first, except that the Company shall be permitted to suspend the use of the registration statement during certain periods as set forth below in this Section 2.3; and

(b) Furnish to the Holders participating in such registration and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus and such other documents as such underwriters may reasonably request in order to facilitate the public offering of such securities.

Notwithstanding the foregoing, the Company shall notify each Holder whose securities are included in a registration of the happening of any event which makes any statement made in the registration statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or which requires the making of any changes in the registration statement or prospectus so that, in the case of the registration statement, it will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the prospectus, it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In such event, the Company may suspend use of the prospectus on written notice to each participating Holder, in which case each participating Holder shall not dispose of Registrable Securities covered by the registration statement or prospectus until copies of a supplemented or amended prospectus are distributed to the participating Holders or until the participating Holders are advised in writing by the Company that the use of the applicable prospectus may be resumed (the period of such suspension shall be a " Blackout Period "). The Company shall ensure that the use of the prospectus may be resumed as soon as is reasonably practicable. The Company shall, upon the occurrence of any event contemplated by this paragraph, prepare a supplement or post-effective amendment to the registration statement or a supplement to the related prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such prospectus will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In the event that the Company declares one or more Blackout Periods, the two-year anniversary period set forth in Section 2.3(a) shall be extended by the number of days that constitute any such Blackout Periods.

2.4 Indemnification

(a) The Company will indemnify each Holder, each of its officers and directors and partners, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration has been effected pursuant to this Agreement, against all expenses, claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or any violation by the Company of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Company in connection with any such registration, and the Company will reimburse each such Holder, each of its officers and directors, and each person controlling such Holder, for any legal and any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Holder for use therein.

(b) Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration is being effected, indemnify the Company, each of its officers and directors, each person who controls the Company within the meaning of Section 15 of the Securities Act, each other holder of the Company's securities covered by such registration statement, and each such holder's officers and directors and each person controlling such holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Holder of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Holder, and will reimburse the Company, such other holders, such officers, directors, or control persons for any legal or any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating or defending any such claim, loss, damage, liability or action, but in the case of the Company or the other holders or their officers, directors, or control persons, only to the extent that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with information furnished to the Company in writing by such Holder. Notwithstanding the foregoing, the liability of each Holder under this Section

2.4(b) shall be limited to an amount equal to the net proceeds from the offering received by such Holder. A Holder will not be required to enter into any agreement or undertaking in connection with any registration under this Section 2 providing for any indemnification or contribution on the part of such Holder greater than the Holder's obligations under this Section 2.4(b).

(c) Each party entitled to indemnification under this Section 2.4 (the " Indemnified Party ") shall give notice to the party required to provide indemnification (the " Indemnifying Party ") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement unless the failure to give such notice is materially prejudicial to an Indemnifying Party's ability to defend such action and provided further, that the Indemnifying Party shall not assume the defense for matters as to which there is a conflict of interest or there are separate and different defenses. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party (whose consent shall not be unreasonably withheld), consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

2.5 Liquidated Damages . (a) If (i) a registration statement is required to be filed by this Agreement and is not filed with the Commission on or prior to the date thirty (30) days from the date of this Agreement, (ii) any of the registration statements required by this Agreement has not been declared effective by the Commission on or prior to the date sixty (60) days from the date of this Agreement, or (iii) any registration statement required by this Agreement is filed and declared effective by the Commission but shall thereafter cease to be effective or fail to be usable for its intended purpose (each such event referred to as a " Registration Default "), the Company hereby agrees to pay damages (" Liquidated Damages ") to each Holder of the Registrable Securities in an amount equal to 5% per month on the principal amount of Registrable Securities held by such Holder during the 30-day period immediately following the occurrence of any Registration Default and such amount shall increase by 5% per month at the end of such 30-day period. Following the cure of all Registration Defaults relating to any particular Registrable Securities, Liquidated Damages shall cease to accrue; *provided* , *however* , that, if after Liquidated Damages have ceased to accrue, a different Registration Default occurs, Liquidated Damages shall again accrue pursuant to the foregoing provisions. All accrued Liquidated Damages shall be paid in the manner provided for the payment of interest on the First Note.

(b) The Company and Investor hereto acknowledge and agree that the sums payable as Liquidated Damages under subsection 2.5(a) above shall constitute liquidated damages and not penalties and are in addition to all other rights of the Holders, including the right to call a default under the First Note and Second Note. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified in such subsections bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any failure by the Company to obtain or maintain the effectiveness of a registration statement, (iii) one of the reasons for the Company and the Investor reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Company and the Investor are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

3. Transfer of Rights . The rights granted under Section 2 of this Agreement may be assigned to any transferee or assignee in connection with any transfer or assignment by the Holder of such Holder's Warrant, First Note, Second Note or Registrable Securities, provided that: (i) such transfer is otherwise effected in accordance with applicable securities laws and the terms of this Agreement; (ii) written notice is promptly given to the Company; and (iii) such transferee or assignee agrees in writing to be bound by the provisions of this Agreement and by any other agreement reasonably necessary to ensure compliance with federal, state, and foreign securities laws.

4. Miscellaneous .

4.1 Consent to Jurisdiction . The Company and the Holders (i) hereby irrevocably submit to the exclusive jurisdiction of the United States District Court and the courts of the State of Florida located in Broward County, Florida, for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and (ii) hereby waive, and agree not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. The Company and each Holder consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 4.1 shall affect or limit any right to serve process in any other manner permitted by law.

4.2 Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and Investor or, if investor does not own Registerable Securities, a majority in interest of the Holders.

4.3 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 earlier of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified for notice prior to 5:00 p.m., Eastern Standard Time, on a business day, (ii) the first business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified for notice later than 5:00 p.m., Eastern Standard Time, on any date and earlier than 11:59 p.m., Eastern Standard Time, on such date, (iii) the business day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) actual receipt by the party to whom such notice is required to be given.

(x) if to the Company: _____

(y) if to a Holder, at such address as provided to the Company in writing by the Holder.

or to such other address or addresses or facsimile number or numbers as any such party may most recently have designated in writing to the other parties hereto by such notice.

4.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law thereof. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

4.7 Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable in any respect, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

4.8 Headings . The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

THE CHRON ORGANIZATION, INC.

By:
Name: Alex Rodriguez
Title: President

INVESTOR

By: _____
Name: _____
Title: _____