UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

September 12, 2026
(Date of earliest event reported)

CHRONOSCALE HOLDINGS CORPORATION
(Exact name of registrant as specified in its charter)

Nevada	001-37854	42-3357005
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2440 Sand Hill Road, Suite 400 Menlo Park, CA	**94025**
(Address of principal executive offices)	**(Zip Code)**

214-427-1704
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))

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

☐ Emerging growth company

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	CHRN	Nasdaq Capital Market

Item 1.01 Entry into a Material Definitive Agreement

Effective as of September 12, 2026, ChronoScale Intermediate, LLC, a Nevada limited liability company (f/k/a Ekso Bionics Holdings, Inc. and ChronoScale Corporation, the "Borrower") and Ekso Bionics, Inc., a Delaware corporation (the "Guarantor" and, together with the Borrower, the "Loan Parties") entered into the First Amendment to the Secured Promissory Note and Security Agreement (the "First Amendment") with B. Riley Commercial Capital, LLC (the "Lender"). Each of the Loan Parties is a wholly owned subsidiary of ChronoScale Holdings Corporation, a Nevada corporation (the "Company"). Pursuant to the terms of the Secured Promissory Note and Security Agreement dated as of September 12, 2025, by the Borrower in favor of the Lender (the "Agreement"), the Lender provided to the Borrower a term loan in an aggregate principal amount of up to $2.0 million (the "Term Loan"). As of the date of the First Amendment, the aggregate principal amount outstanding under the Term Loan was $2.0 million. The Agreement originally provided that the Term Loan would mature and terminate on the earlier of (i) the twelve (12) month anniversary of the Agreement, or (ii) the receipt of $2.4 million in net proceeds from the sale of the equity interests of the Borrower from new equity investors (such date, the "Maturity Date"). The First Amendment, among other things, extends the Maturity Date described in clause (i) above to November 12, 2026, and provides that the sale of the Guarantor on the terms and conditions set forth in the First Amendment shall constitute a Permitted Disposition (as defined therein). Except as described above, all other material terms of the Agreement remain unchanged.

The foregoing descriptions of the Agreement, the First Amendment, and the transactions contemplated thereby are qualified in their entirety by reference to the full text of the Agreement, filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2025 and incorporated herein by reference, and the First Amendment, attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	First Amendment to Secured Promissory Note and Security Agreement, dated as of September 12, 2026, by and among ChronoScale Intermediate, LLC (f/k/a Ekso Bionics Holdings, Inc.), as the borrower, Ekso Bionics, Inc., as guarantor, and B. Riley Commercial Capital, LLC, as lender.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHRONOSCALE HOLDINGS CORPORATION

Dated: September 16, 2026

By: */s/ Jerome Wong*
Name: Jerome Wong
Title: Chief Financial Officer

Exhibit 10.1

FIRST AMENDMENT TO
SECURED PROMISSORY NOTE AND SECURITY AGREEMENT

This First Amendment to Secured Promissory Note and Security Agreement (this "***Amendment***") is entered into as of September 12, 2026 by and among **CHRONOSCALE INTERMEDIATE, LLC** (f/k/a EKSO BIONICS HOLDINGS, INC.), a Nevada limited liability company ("***Borrower***") and **EKSO BIONICS, INC.**, a Delaware corporation ("***Guarantor***" and, together with Borrower, each, a "***Loan Party***" and collectively, the "***Loan Parties***"), each having its primary business address at 2440 Sand Hill Road, Suite 400, Menlo Park, CA 94025, and **B. RILEY COMMERCIAL CAPITAL, LLC** , a Delaware limited liability company (together with its successors and assigns, "***Lender***"), having its primary business address at 11100 Santa Monica Blvd., Suite 800, Los Angeles, California 90025.

WHEREAS, Borrower delivered to Lender that certain Secured Promissory Note and Security Agreement, dated as of September 12, 2025, in favor of Lender in the principal sum of TWO MILLION AND 00/100 UNITED STATES DOLLARS ($2,000,000.00) (the "***Note***");

WHEREAS, pursuant to Section 2.2 of the Note, the Guarantor guaranteed the full and punctual payment of the Borrower's indebtedness under the Note; and

WHEREAS, the Borrower has requested and Lender has agreed to amend the Note as set forth herein to, among other things (i) extend the Maturity Date therein to November 12, 2026, and (ii) provide that the sale of the Guarantor on the terms and conditions set forth herein shall be a Permitted Disposition under the Note;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, Guarantor and Lender hereby agree as follows:

1. <u>Amendment</u>. Effective as of the date hereof, the Note is hereby amended as follows:

(a) <u>Section 1(c)(x)</u> of the Note is hereby amended by deleting such subsection in its entirety and inserting the following in replacement thereof:

"(x) November 12, 2026"

(b) <u>Section 6(a)</u> of the Note is hereby amended by inserting the following sentence immediately after the last sentence thereof:

"Notwithstanding the foregoing, the prior sentence of this Section 6(a) shall not apply to any Permitted Disposition."

(c) The Note is hereby amended by inserting the following as a new Section 11(l) immediately after Section 11(k):

"(l) <u>Lien Release</u>.

(i) Upon the consummation of a Permitted Disposition, without any further action on the part of the Lender and without any payment to the Lender as a condition thereto, the Lender's security interests, liens and pledges granted by the Borrower in the assets or capital stock being sold, as applicable (the "***Released Collateral***"), together with proceeds thereof, will automatically be released and discharged. The Released Collateral shall be free and clear of all liens, security interests, pledges, charges and encumbrances arising under or in connection with the Loan Documents. The Lender shall have no further right, title or interest in or to the Released Collateral.

(ii) Upon the consummation of a Permitted Disposition, (a) the Borrower and its respective designees, including its legal counsel, shall be authorized to file on behalf of the Lender UCC-3 termination statements (or other required filings) releasing the Released Collateral as necessary to permit the termination of the liens and security interests in the Released Collateral, in each case without the signature of the Lender to the extent not required under applicable law; and (b) Lender agrees to promptly execute and deliver (or cause to be executed and delivered) (excluding the items in clause (a) above which are to be released in accordance with such clause) all further agreements, instruments and documents (including any stock transfer powers, membership interest assignments, or similar instruments relating to the Released Collateral) and to take or forbear from taking, as the case may be, any other actions that the Loan Parties may reasonably request and are required or reasonably necessary to evidence the consummation of the releases and termination contemplated hereby."

(d) The definition of "***Change of Control***" in the Note is hereby amended by deleting the period at the end thereof and inserting the following proviso:

"; <u>*provided*</u>, that notwithstanding the foregoing, a Permitted Disposition of the Guarantor shall not constitute a Change of Control."

(e) The Note is hereby amended by inserting following definition of "***Permitted Disposition***" immediately after the definition of "***Payoff Letter***":

""***Permitted Disposition***" means the sale of the Guarantor by the Borrower, whether pursuant to either the sale of all or substantially all of its assets, sale of all of its capital stock, merger or otherwise."

2. <u>Confirmation</u>. Each Loan Party hereby certifies, acknowledges, and confirms that: (a) the principal amount outstanding under the Note on the date hereof is $2,000,000.00; (b) no defenses, offsets, claims, or counterclaims whatsoever exist to the punctual performance of all obligations and the full payment of all amounts due under the Note and the other Loan Documents executed in connection therewith; (c) except for this Amendment and the other documents executed in connection herewith, neither the Note nor any other Loan Document executed in connection therewith have been amended, either orally or in writing; and (d) the Note, as amended hereby, and the other Loan Documents are valid and enforceable in accordance with their terms.

3. <u>Ratification</u>. Except as amended herein, the Note and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain unmodified and in full force and effect. The security interests and liens on all Collateral (other than Released Collateral released in accordance with Section 11(l) of the Note) including, without limitation, all investment property and securities owned by each Loan Party, shall continue to be in effect and shall continue to secure the obligations under the Loan Documents.

4. <u>Miscellaneous</u>.

(a) Reference is made to that certain Waiver dated April 23, 2026 by and between the Borrower and the Lender. For the avoidance of doubt, the Borrower acknowledges and agrees that the Proposed Financing (as defined therein) shall not constitute a Qualified Financing for purposes of accelerating the Maturity Date of the Note pursuant to Section 1(c) thereof, but shall constitute a Qualified Financing for all other purposes thereunder, including for purposes of the conversion right in Section 10 thereof.

(b) Capitalized terms used herein and not otherwise defined herein shall have their respective meanings as set forth in the Note.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned have executed and delivered this Amendment effective as of the date hereinabove first written.

BORROWER:

CHRONOSCALE INTERMEDIATE, LLC (f/k/a EKSO BIONICS HOLDINGS, INC.)

By: /s/ Jerome Wong
Name: Jerome Wong
Title: Chief Financial Officer

GUARANTOR:

EKSO BIONICS, INC.

By: /s/ Scott Davis
Name: Scott Davis
Title: Chief Executive Officer – Ekso Bionics, Inc.

LENDER:

B. RILEY COMMERCIAL CAPITAL, LLC

By: /s/ Bryant Riley
Name: Bryant Riley
Title: Chairman