SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 2)

ChronoScale Holdings Corp

(Name of Issuer)

Common Stock, $0.001 par value per share

(Title of Class of Securities)

170924104

(CUSIP Number)

Wesley Cummins
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(214) 556-2465

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/18/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP Number(s):	170924104

1	**Name of reporting person** Applied Digital Corporation

2	**Check the appropriate box if a member of a Group (See Instructions)** ☐ (a) ☐ (b)
3	**SEC use only**
4	**Source of funds (See Instructions)** AF, WC
5	**Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)** ☐
6	**Citizenship or place of organization** NEVADA
Number of Shares Beneficially Owned by Each Reporting Person With:	

7	**Sole Voting Power** 151,653,227.00
8	**Shared Voting Power** 0.00
9	**Sole Dispositive Power** 151,653,227.00
10	**Shared Dispositive Power** 0.00

11	**Aggregate amount beneficially owned by each reporting person** 151,653,227.00
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐
13	**Percent of class represented by amount in Row (11)** 85.6 %
14	**Type of Reporting Person (See Instructions)** CO

Comment for Type of Reporting Person:
See Item 5 for additional information.

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, $0.001 par value per share

(b) Name of Issuer:

ChronoScale Holdings Corp

(c) Address of Issuer's Principal Executive Offices:

2440 Sand Hill Road, Suite 400, Menlo Park, CALIFORNIA , 94025.

Item 1 Comment:
This Amendment No. 2 to Schedule 13D (this "Amendment"), filed by Applied Digital Corporation, a Nevada corporation (the "Reporting Person"), amends and supplements the Schedule 13D filed by the Reporting Person with the Securities and Exchange Commission ("SEC") on May 12, 2026, as amended and supplemented by Amendment No. 1 filed by the Reporting Person with the SEC on June 26, 2026 (as amended, the "Schedule 13D"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Schedule 13D.

Item 4. Purpose of Transaction

In connection with the closing of the private placement offering (the "Private Placement") pursuant to the Common Stock Purchase Agreement entered into on November 18, 2026, by and among the Issuer and the purchasers named therein (the "Purchase Agreement"), the Issuer issued an unsecured convertible promissory note (the "Convertible Note") payable to the Reporting Person, providing for an unsecured loan in the aggregate principal amount of $97.0 million (the "Principal Amount"), the entire amount of which has been funded.

Upon the effectiveness of the Stockholder Approval (as defined below), the outstanding Principal Amount will automatically convert into 12,125,000 shares of Common Stock, equal to the Principal Amount divided by $8.00 per share, subject to adjustment for stock splits, combinations and reclassifications. No interest accrues or is payable on the Principal Amount, including during the existence of any event of default. The Issuer may not prepay the Convertible Note, in whole or in part, prior to the Maturity Date (as defined below) without the prior written consent of the Reporting Person. The Convertible Note may not be converted into shares of Common Stock prior to the effectiveness of the stockholder approval obtained by written consent in lieu of a meeting, for purposes of Nasdaq Listing Rule 5635(d), if applicable, solely to the extent that the issuance of Common Stock in the Private Placement would exceed 19.99% of the shares of Common Stock issued and outstanding immediately prior to the execution of the Purchase Agreement (as reduced by any shares issued or issuable in any transaction that may be aggregated with the Private Placement under applicable Nasdaq rules (the "Stockholder Approval")). The consent of the Issuer's stockholders, dated November 18, 2026, will become effective on the 20th calendar day following the mailing by the Issuer to the stockholders of the definitive information statement on Schedule 14C. If not otherwise converted pursuant to its terms as described above into shares of Common Stock, the outstanding Principal Amount will mature on December 31, 2026 (the "Maturity Date"). The Convertible Note includes customary representations, warranties, covenants and events of default.

Item 5. Interest in Securities of the Issuer

(a) Item 5 of the Schedule 13D is hereby amended and supplemented as follows:

As a result of the Private Placement and assuming full conversion of the Convertible Note, as of November 18, 2026, the Reporting Person may be deemed to beneficially own 85.6% of the outstanding shares of Common Stock, or 151,653,227 shares of Common Stock, consisting of 13,436,407 shares of Common Stock held directly and 138,216,820 shares of Common Stock held indirectly through APLD ChronoScale Holdco LLC, a Delaware limited liability company and indirect wholly owned subsidiary of the Reporting Person. As of November 20, 2026, the Issuer had 164,962,452 shares of Common Stock outstanding, based on information reported by the Issuer directly to the Reporting Person.

(b) The information contained on the cover page to this Schedule 13D is incorporated by reference into this Item 5.

(c) Except as set forth in the Schedule 13D, no transactions in the Common Stock have been effected by the Reporting Person or the Covered Persons during the sixty days prior to November 18, 2026.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 4 of this Amendment is hereby incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 - Form of Unsecured Convertible Promissory Note issued by ChronoScale Holdings Corporation to Applied Digital Corporation.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Applied Digital Corporation

Signature: **/s/ Saidal Mohmand**
Name/Title: **Saidal Mohmand / Chief Financial Officer**
Date: **11/20/2026**

Exhibit 99.1

THIS NOTE AND ANY SHARES ACQUIRED UPON CONVERSION OF THIS NOTE OR ANY PORTION THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (B) AN OPINION OF COUNSEL ACCEPTABLE TO COUNSEL FOR THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED AND THAT THE PROPOSED TRANSFER MAY BE MADE WITHOUT VIOLATION OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

UNSECURED CONVERTIBLE PROMISSORY NOTE
CHRONOSCALE HOLDINGS CORPORATION

$97,000,000.00 November __, 2026

CHRONOSCALE HOLDINGS CORPORATION, a Nevada corporation having its principal business address at 2440 Sand Hill Road, Suite 400, Menlo Park, CA 94025 (the "**Company**"), for value received and intending to be legally bound, hereby promises to pay to the order of **APPLIED DIGITAL CORPORATION**, a Nevada corporation having its principal business address at 3811 Turtle Creek Blvd, Suite 2100, Dallas, TX 75219 (together with its successors and permitted assigns, the "**Holder**"), the principal amount of NINETY-SEVEN MILLION Dollars ($97,000,000.00) (the "**Principal Amount**") on or before December 31, 2026 (the "**Maturity Date**") as set forth herein (the "**Note**"). The Company and the Holder shall be collectively referred to herein as the "**Parties**."

1. Convertible Note. By accepting this Note, the Holder hereby acknowledges that this Note and the shares issuable upon conversion of this Note have not been registered under the Act or any state securities laws and Holder represents for itself and its legal representative that it is acquiring this Note and will acquire any shares issued upon conversion hereof, for its own account, for investment purposes only and not with a view to, or for sale in connection with, any distribution of such securities and Holder agrees to reaffirm, in writing, this investment representation at the time of any conversion of this Note.

2. No Interest. No interest shall accrue or be payable on the Principal Amount of this Note, including during the existence of any Event of Default (as defined below).

3. Unsecured Obligation. The obligations of the Company under this Note are unsecured. Nothing in this Note creates or requires any lien, pledge or security interest in the Company's property.

4. Conversion.

(a) Limitations on Conversion Pending Stockholder Approval. The Parties acknowledge and agree that, absent receipt of the Stockholder Approval (as defined below) and fulfillment of the other Conversion Conditions as set forth in Section 4(b) below, the Company shall not effect any conversion of this Note, and the Holder shall not have any right to convert, any portion of this Note into shares of common stock of the Company, par value $0.001 per share (the "**Common Stock**").

(b) Stockholder Approval. No later than one (1) Business Day after the date hereof, the Company shall (i) use commercially reasonable efforts to obtain the written consent of the holders of a majority of the outstanding voting power of the Company approving the issuance of the Conversion Shares (as defined below), together with any other issuances that may be aggregated therewith under Nasdaq Listing Rule 5635(d), in accordance with Section 78.320 of the Nevada Revised Statutes and the Company's articles of incorporation (as amended) and bylaws (as amended) (the "**Written Consent**"), (ii) as soon as practicable following receipt of the Written Consent, file an information statement pursuant to Section 14(c) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations promulgated thereunder with the Securities and Exchange Commission (the "**SEC**") with regard to the transactions contemplated by this Note (the "**Information Statement**"), and (iii) mail the definitive Information Statement to the Company's stockholders, which Information Statement shall remain outstanding for at least twenty (20) calendar days following the mailing or furnishing thereof in compliance with Rule 14c-2(b) under the Exchange Act ((i), (ii) and (iii) collectively, the "**Conversion Conditions**").

(c) Automatic Conversion into Common Stock. Upon satisfaction of the Conversion Conditions, the Stockholder Approval shall be deemed effective (the "**Stockholder Approval Effective Date**") and the Principal Amount shall be automatically converted into shares of the Common Stock (the "**Conversion Shares**") at a conversion price of $8.00 per share, except as otherwise adjusted below (the "**Conversion Price**"). Upon such conversion, the Principal Amount so converted shall be deemed canceled.

(d) Mechanics of Conversion. The Parties agree that on, or as soon as practicable following, the Stockholder Approval Effective Date (such date, the "**Conversion Date**"), the Holder shall surrender this Note to the Company for cancellation (or deliver an affidavit of loss in lieu thereof); provided, that the failure to surrender this Note shall not affect the effectiveness of the conversion and the Company shall promptly thereafter instruct the Company's transfer agent to issue the Conversion Shares to the Holder. The Conversion Shares issuable upon conversion of this Note shall be issued in the name of the Holder and shall be transferable only in accordance with all of the terms and restrictions contained herein. Effective as of the close of business on the Conversion Date, (i) the rights of the Holder with respect to the Principal Amount, together with all other amounts due hereunder from the Company, shall cease, and (ii) the Holder shall be treated for all purposes as having become the record holder of the Conversion Shares.

(e) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which the Holder would otherwise be entitled to receive upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

(f) Subdivision or Combination. Whenever the Company shall subdivide or combine the outstanding shares of Common Stock issuable upon conversion of this Note, the Conversion Price in effect immediately prior to such subdivision or combination and the number of shares issuable under this Note shall be proportionately decreased in the case of subdivision or increased in the case of combination effective at the time of such subdivision or combination.

(g) Reclassification or Change. Whenever any reclassification or change of the outstanding shares of Common Stock shall occur (other than a change in par value, or from par value to no par, or from no par to par value, or as a result of a subdivision or combination), effective provision shall be made whereby the Holder shall have the right, at any time thereafter, to receive upon conversion of this Note the kind of stock, other securities or property receivable upon such reclassification by a holder of the number of shares of Common Stock issuable upon conversion of this Note immediately prior to such reclassification. Thereafter, the rights of the Parties with respect to the adjustments of the amount of securities or other property obtainable upon conversion of this Note shall be appropriately continued and preserved, so as to afford as nearly as may be possible protection of the nature afforded by this Section 4(g).

5. Payment of Principal; Conversion. The Company hereby covenants and agrees to pay or cause to be paid all amounts due hereunder on the Maturity Date, or, if applicable prior to the Maturity Date, the Company shall effect or cause to be effected any conversion of this Note into Conversion Shares.

6. Reservation of Common Shares. From the date hereof until the later of the Conversion Date or the Maturity Date, the Company shall at all times reserve and keep available out of its authorized but unissued Common Stock such number of shares of Common Stock as shall be issuable upon the conversion of this Note. The Company covenants that all such shares of Common Stock shall, upon issuance, be duly and validly issued, fully paid and non-assessable and free from all taxes, liens and charges with respect to the issue thereof.

7. Securities Laws and Restrictions. This Note and the Conversion Shares issuable upon conversion of this Note have not been registered for sale under the Act, and neither this Note nor the Conversion Shares may be sold, offered for sale, pledged or otherwise disposed of without compliance with applicable securities laws, including, without limitation, an effective registration statement relating thereto or delivery of an opinion of counsel acceptable to the Company that such registration is not required under the Act. Holder has reviewed the Company's periodic and annual reports as filed with the SEC (the "**SEC Reports**") and has based its investment decision solely on the information contained in the SEC Reports. Holder represents and warrants that it is an "accredited investor" as defined under the Act.

8. Representations and Warranties of the Company. The Company hereby represents and warrants to the Holder, as of the date of this Note, that:

(a) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as presently conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company (a "**Material Adverse Effect**").

(b) Authorization. The Company has all requisite corporate power and authority to execute and deliver this Note and to carry out and perform its obligations hereunder. All corporate action on the part of the Company and its directors necessary for the authorization, execution, delivery and performance of this Note has been taken, other than the Stockholder Approval and the other Conversion Conditions required for the issuance of the Conversion Shares. This Note, when executed and delivered by the Company, will constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Valid Issuance of Conversion Shares. Subject to receipt of the Stockholder Approval and satisfaction of the other Conversion Conditions, the Conversion Shares, when issued upon conversion of this Note in accordance with its terms, will be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances and free of all preemptive rights, except for restrictions on transfer arising under this Note or applicable federal or state securities laws.

(d) Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Note, except for (i) the filing and mailing of the Information Statement, (ii) filings required under applicable federal and state securities laws, including any Form D under Regulation D of the Act, and (iii) any filings or notices required by The Nasdaq Stock Market LLC.

(e) Compliance with Other Instruments. The Company is not in violation or default of any provision of its articles of incorporation (as amended) or bylaws (as amended) or, to the extent that any such violation or default would have a Material Adverse Effect, of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Note and the consummation of the transactions contemplated hereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company.

(f) Valid Offering. Assuming the accuracy of the representations and warranties of the Holder contained in Sections 1 and 7, the offer, sale and issuance of this Note and the Conversion Shares will be exempt from the registration requirements of the Act. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of this Note to any person or persons so as to bring the sale of this Note by the Company within the registration provisions of the Act or any state securities laws.

9. No Prepayment. The Company may not prepay this Note, in whole or in part, prior to the Maturity Date without the prior written consent of the Holder.

10. Events of Default. If any of the following conditions or events ("**Events of Default**") shall occur and shall be continuing:

(a) if the Company shall default in the payment of principal when the same becomes due and payable, whether at maturity or by declaration of acceleration or otherwise, or if the Company fails to tender any payment due hereunder when the same becomes due, and shall fail to cure such default within fifteen (15) days after written notice thereof from the Holder to the Company; or

(b) if the Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or a voluntary petition for reorganization under Title 11 of the United States Code ("**Title 11**") shall be filed by the Company or an order shall be entered granting relief to the Company under Title 11 or a petition shall be filed by the Company in bankruptcy, or the Company shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against the Company in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company or if the Company or its directors or majority stockholders shall take any action looking to the dissolution or liquidation of the Company; or

(c) if within thirty (30) days after the commencement of an action against the Company seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or nullified or all orders or proceedings thereunder affecting the operations or the business of the Company stayed, or if the stay of any such order or proceeding shall thereafter be set aside, or if, within thirty (30) days after the appointment without the consent or acquiescence of the Company of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company such appointment shall not have been vacated, then, and in any such event, the Holder may at any time (unless such Event of Default shall theretofore have been remedied) at its option, by written notice to the Company, declare the Note to be due and payable, whereupon the Note shall forthwith mature and become due and payable, without presentment, demand, protest or notice, all of which are hereby waived, subject, however, to the other terms of this Note. No course of dealing and no delay on the part of Holder in exercising any right shall operate as a waiver thereof or otherwise prejudice such Holder's rights, powers or remedies. No right, power or remedy conferred by this Note upon Holder shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

11. Notice. All notices required or permitted to be given under this Note shall be in writing (delivered by hand or sent certified or registered mail, return receipt requested, or by electronic transmission (email) or by nationally recognized overnight courier service) addressed to the respective party at the address indicated at the top of this Note. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the second Business Day following the date of

mailing, if sent by nationally recognized overnight courier service, (ii) upon delivery if sent by email, or (iii) upon actual receipt by the party to whom such notice is required to be given.

12. Governing Law and Jurisdiction. This Note and all issues arising out of this Note will be governed by and construed solely and exclusively under and pursuant to the laws of the State of New York, without regard to principles of conflicts of laws. Each of the Parties expressly and irrevocably (i) submits to the exclusive jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan and the federal courts of the United States sitting in the Southern District of New York for the purpose of any legal suit, action or proceeding arising out of or relating to this Note, (ii) agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such courts, (iii) waives, to the extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any objection on the ground that any such suit, action or proceeding has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

13. Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If any provision, paragraph or subparagraph of this Note is adjudged by any court to be void or unenforceable in whole or in part, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, this adjudication shall not affect the validity of the remainder of this Note, including any other provision, paragraph or subparagraph, or the validity of such provision in any other jurisdiction. Each provision, paragraph or subparagraph of this Note is separable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.

14. Amendment. No amendment or waiver of any provision of this Note shall be effective unless the same shall be in writing and signed by both of the Parties hereto.

15. Headings. The headings in this Note are solely for convenience of reference and shall not affect its interpretation.

16. Entire Agreement. This Note, including any exhibits hereto, reflects all of the terms, conditions, representations and warranties agreed upon by the Company and the Holder with respect to the matters set forth herein and supersedes any prior agreements, commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto.

17. Assignment; Binding Nature. The Company shall not assign its rights or obligations hereunder or any interest herein without the prior written consent of the Holder. Subject to compliance with Section 7, the Holder may sell, assign or transfer all or any portion of its rights and obligations hereunder with the consent of the Company, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be required following the occurrence and during the continuance of an Event of Default. Upon notice of any such assignment to the Company, the assignee shall be deemed the "Holder" for all purposes of this Note with respect to the rights and obligations assigned to it. In connection with any proposed assignment, the Holder may deliver to the prospective assignee information relating to the Company. This Note shall be binding upon, inure to the benefit of and be enforceable by the Company, the Holder and their respective successors and permitted assigns.

18. Definitions. In addition to the terms defined elsewhere in this Note, the following terms when used herein shall have the following meanings:

(a) "**Business Day**" means a day other than a Saturday, Sunday or other day on which banks in New York, New York are authorized or required by law to be closed.

(b) "**Stockholder Approval**" means the approval of the Company's stockholders (including by delivery of a written consent of the stockholders) required for the transactions contemplated hereby, including pursuant to applicable Nasdaq rules (including Nasdaq Listing Rule 5635(d)), to the extent any other issuances by the Company may be aggregated with the issuance of the Conversion Shares for purposes of such rules.

Signature Pages Follow.

IN WITNESS WHEREOF, the Company has caused this Note to be signed in its name effective as of the date first above written.

COMPANY:

CHRONOSCALE HOLDINGS CORPORATION

By: _____
Name: Jerome Wong
Title: Chief Financial Officer

[*Signature Page to Unsecured Convertible Promissory Note*]

IN WITNESS WHEREOF, the Holder has caused this Note to be signed in its name effective as of the date first above written.

HOLDER:

APPLIED DIGITAL CORPORATION

By: _____
Name: Saidal Mohmand
Title: Chief Financial Officer

[*Signature Page to Unsecured Convertible Promissory Note*]
