

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

AMENDMENT NO. 1 TO FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

AGRIFORCE GROWING SYSTEMS LTD.

(Exact name of registrant as specified in its charter)

British Columbia

(State or other jurisdiction of incorporation or organization)

Not applicable.

I.R.S. Employer Identification Number

3420

(Primary Standard Industrial Classification Code Number)

Vancouver, BC, Canada
 (Address of principal executive offices)

V5Z 1C6
 (Zip Code)

(604) 757-0952
 (Telephone Number)

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒ Smaller reporting company ☒ 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. ☐

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission (the "Commission"), acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the Securities and Exchange Commission declares our registration statement effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS

SUBJECT TO COMPLETION

APRIL 25, 2025

AGRIFORCE GROWING SYSTEMS, LTD.

Common Stock

This prospectus related to the offer and sale from time to time of up to 9,698,474 shares of common stock of AgriFORCE Growing Systems, Ltd. by the selling stockholders identified in this prospectus. The number of shares offered for sale by the selling stockholders consists of up to 9,698,474 shares of our common stock. We are not selling any shares of our common stock in this offering and we will not receive any of the proceeds from the sale of shares of our common stock by the selling stockholders. The selling stockholders will receive all of the proceeds from any sales of the shares of our common stock offered hereby. However, we will incur expenses in connection with the registration of the shares of our common stock offered hereby. The selling stockholders may sell these shares through public or private transactions at market prices prevailing at the time of sale or at negotiated prices. The timing and amount of any sale are within the sole discretion of the selling stockholders. The selling stockholders and any underwriters, dealers or agents that participate in distribution of the securities may be deemed to be underwriters, and any profit on sale of the securities by them and any discounts, commissions or concessions received by any underwriter, dealer or agent may be deemed to be underwriting discounts and commissions under the Securities Act. There can be no assurances that the selling stockholders will sell any or all of the securities offered under this prospectus. For further information regarding the possible methods by which the shares may be distributed, see the section titled “Plan of Distribution” beginning on page 33 of this prospectus.

Our common stock is listed on the Nasdaq Capital Market under the symbol “AGRI”. On April 24, 2025, the last reported sale price of our common stock on the Nasdaq Capital Market was \$1.78 per share.

You should read this prospectus, together with additional information described under the heading “Where You Can Find More Information,” carefully before you invest in any of our securities.

Investing in our securities involves a high degree of risk. See “Risk Factors” beginning on page 11 of this prospectus for a discussion of information that should be considered in connection with an investment in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2025.

TABLE OF CONTENTS

| | Page |
|--|-------------|
| Prospectus Summary | 1 |
| Business | 1 |
| Risk Factors | 11 |
| Cautionary Note Regarding Forward-Looking Statements | 18 |
| Use of Proceeds | 19 |
| Market for Our Common Stock and Related Stockholder Matters | 19 |
| Dividend Policy | 19 |
| Executive Compensation | 24 |
| Security Ownership of Certain Beneficial Owners and Management | 24 |
| Certain Relationships and Related Party Transactions | 25 |
| Description of Securities | 30 |
| Selling Stockholders Table | 32 |
| Plan of Distribution | 33 |
| Legal Matters | 35 |
| Experts | 35 |
| Where You Can Find Additional Information | 35 |
| Incorporation by Reference | 35 |

We have not, and the selling stockholders have not, authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus or in any free writing prospectus we have prepared and filed with the SEC. We and the selling stockholders take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under the circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date, regardless of the time of delivery of this prospectus or of any sale of our common stock. For investors outside of the United States: Neither we nor the selling stockholders have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock and the distribution of this prospectus outside of the United States.

No person is authorized in connection with this prospectus to give any information or to make any representations about us, the securities offered hereby or any matter discussed in this prospectus, other than the information and representations contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. If any other information or representation is given or made, such information or representation may not be relied upon as having been authorized by us.

For investors outside the United States: Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to this offering and the distribution of this prospectus.

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate, including our general expectations and market position, market opportunity and market share, is based on information from our own management estimates and research, as well as from industry and general

publications and research, surveys and studies conducted by third parties. Management estimates are derived from publicly available information, our knowledge of our industry and assumptions based on such information and knowledge, which we believe to be reasonable. Our management's estimates have not been verified by any independent source, and we have not independently verified any third-party information. In addition, assumptions and estimates of our and our industry's future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors." These and other factors could cause our future performance to differ materially from our assumptions and estimates. See "Cautionary Note Regarding Forward-Looking Statements."

SUMMARY

This summary highlights selected information from this prospectus and does not contain all of the information that you should consider in making your investment decision. You should carefully read the entire prospectus, the applicable prospectus supplement and any related free writing prospectus, including the risks of investing in our securities discussed under the heading "Risk Factors" contained in the applicable prospectus supplement and any related free writing prospectus, and under similar headings in the documents that are incorporated by reference into this prospectus. You should also carefully read the information incorporated by reference into this prospectus, including our financial statements, and the exhibits to the registration statement of which this prospectus is a component.

The terms "AgriFORCE™," the "Company," "we," "our" or "us" in this prospectus refer to AgriFORCE Growing Systems, Ltd. and its wholly-owned subsidiaries, unless the context suggests otherwise.

RESALE PROSPECTUS

The shares of common stock being offered by the selling stockholders are those issuable upon conversion of the Debentures and exercise of the Warrants, see below. We are registering the shares of common stock in order to permit the selling stockholders to offer the shares for resale from time to time. The Company shall receive no proceeds from this offering.

OUR BUSINESS

Overview

AgriFORCE™ was incorporated as a private company by Articles of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia) on December 22, 2017. The Company's registered and records office address is at 800 – 525 West 8th Avenue, Vancouver, BC, Canada, V5Z 1C6.

Our Business

AgriFORCE™ is an "Ag-Tech" company with a primary focus to developing and utilizing our intellectual property assets for improvements dedicated to the agricultural industry. We believe that this goal is best achieved by using our proprietary IP for solutions in the agricultural industry as well as seeking development of new IP to both enhance the technology which we already retain in house as well as development of new technologies which can increase our footprint in the Ag-Tech space with expansion into other areas which have ESG ramifications.

Most recently, the Company has entered into the sustainable Bitcoin mining industry and has completed two acquisitions since late November 2024 pursuant to which the Company now owns and operates three Bitcoin mining facilities, one in Alberta, Canada and two in Ohio, for a total of 1,250 BITMAIN Antminer units.

Our AgriFORCE™ Brands division is focused on the development and commercialization of plant-based ingredients and products that deliver more nutritious food. We plan to market and commercialize ingredient supplies, like our Awakened Flour™ and Awakened Grains™.

The AgriFORCE™ Solutions division is dedicated to transforming modern agriculture through our controlled environment agriculture ("CEA") equipment, including our FORCEGH+™ solution. We are continuing to modify our business plan to accommodate artificial intelligence and blockchain in the development and implementation of FinTech systems to commercial farmers, and advancing on the commercialization of our Hydroxyl clean room systems to greatly reduce the spread of pathogens, mold and disease at processing facilities worldwide.

AgriFORCE™ Brands

UN(THINK)™ Foods

The Company purchased Intellectual Property ("IP") from Manna Nutritional Group, LLC ("Manna"), a privately held firm based in Boise, Idaho on September 10, 2021. The IP encompasses a granted patent to naturally process and convert grain, pulses and root vegetables, resulting in low-starch, low-sugar, high-protein, fiber-rich baking flour as well as produces a natural sweetener juice. The core process is covered under Patent Nr. 11,540,538 in the U.S. and key international markets. The all-natural process is designed to unlock nutritional properties, flavors, and other qualities in a range of modern, ancient and heritage grains, pulses and root vegetables to create specialized all-natural baking and all-purpose flours, sweeteners, juices, naturally sweet cereals and other valuation products, providing numerous opportunities for dietary nutritional, performance and culinary applications.

The Company achieved milestones towards the commercialization of our UN(THINK) Awakened Flour™ flour, the Company's first line of products to utilize the IP. Management has defined and tested its quality controls and safety protocols for production, and produced several multi-ton batches of germinated grains, refining and scaling production processes with our partners in Canada. We are also in the process of qualifying partners in the US to establish additional production hubs – at no additional CAPEX - which will support growth and reduce logistics costs for customers in the region. Additionally, we have established our supply chain logistics with a contracted shipping company and two warehouses in Canada and the US. Our commercial team made progress in defining pricing and is starting to approach US and Canadian Bakeries and Baked Goods Companies who are now testing our new flours for integration into their manufacturing operations and innovation pipeline. Online sales logistics and advertising materials were developed during the period to support the establishment of the direct-to-consumer sales channel which will be started once the Business to Business channel sales will ramp up. Lastly, the Company has developed an extensive number of recipes for the application of Awakened Flour™ product line for both customers and consumers.

The Company is developing several finished product prototypes including a line of pancake mixes, which are ready for consumer testing.

Wheat and Flour Market

Modern diet is believed to be a contributor to health risks such as heart disease, cancer, diabetes and obesity, due in part to the consumption of highly processed foods that are low in natural fiber, protein and nutrition; and extremely high in simple starch, sugar and calories. These "empty carbs" produce glycemic swings that may cause overeating by triggering cravings for food high in sugar, salt and starch. As an example, conventional baking flour is low in natural fiber (~ 2-3%), low-to-average in protein (~ 9%), and very high in starch (~ 75%)⁽⁴⁾. Apart from dietary fiber, whole flour is only marginally better in terms of these macronutrients⁽⁵⁾.

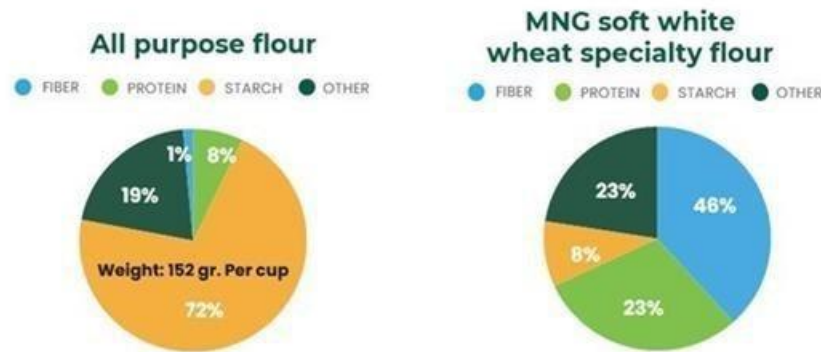
(4) Based on protein, fiber, and starch content results from a nationally certified independent laboratory, as compared to standard all-purpose flour.

In contrast, foods high in fiber help to satiate hunger, suppress cravings and raise metabolism⁽⁶⁾. They also assist in weight loss, lower cholesterol, and may reduce the risk of cancer, heart disease and diabetes⁽⁷⁾.

Advantages of the UN(THINK)TM Foods IP

Our Controlled Enzymatic Reaction & Endothermic Saccharification with Managed Natural Germination (“CERES-MNG”) patented process allows for the development and manufacturing of all-natural flours that are significantly higher in fibers, nutrients and proteins and significantly lower in carbohydrates and calories than standard baking flour.

CERES-MNG baking flour produced from soft white wheat has 40 times more fiber, three (3) times more protein and 75% less net carbohydrates than regular all- purpose flour⁽⁸⁾.



Source: Independent analysis by Eurofins Food Chemistry Testing Madison, Inc, February 2022

The CERES-MNG patent will help develop new flours and products from modern, ancient and heritage grains, seeds, legumes and tubers/root vegetables.

(6) <https://my.clevelandclinic.org/health/articles/14400-improving-your-health-with-fiber>

(7) <https://www.health.harvard.edu/blog/fiber-full-eating-for-better-health-and-lower-cholesterol-2019062416819>

(8) Based on protein, fiber, and starch content results from a nationally certified independent laboratory, as compared to standard all-purpose flour.

Products that AgriFORCETM intends to develop for commercialization from the CERES-MNG patented process under the UN(THINK)TM foods brand:

- High protein, high fiber, low carb modern, heritage and ancient grain flours (for use in breads, baked goods, doughs, pastry, snacks, and pasta)
- Protein flours and protein additives
- High protein, high fiber, low carb cereals and snacks
- High protein, high fiber, low carb oat based dairy alternatives
- Better tasting, cleaner label, high protein, high fiber, low carb nutrition bars
- High protein, high fiber, low carb nutrition juices
- Sweeteners – liquid and granulated
- High protein, high fiber, low carb pet foods and snacks

We intend to commercialize these products behind three (2) main sales channels:

- Branded ingredients (B2B)
- Consumer branded products (B2B and B2C)

GROWTH PLAN

AgriFORCETM's organic growth plan is to actively establish and deploy the commercialization of products in four distinct phases:

PHASE 1 (COMPLETED):

- Product and process testing and validation. *(completed)*
- Filing of US and international patents. *(completed)*
- Creation of the UN(THINK)TM foods brand. *(completed)*
- Qualification and operational and commercial set up of the Awakened GrainsTM line of products. *(completed)*

PHASE 2:

- Launch of the UN(THINK)TM Awakened FlourTM lightly germinated flour range of products in business to business (“B2B”) channel. *(completed)*
- Develop range of finished products behind the wheat grain flours, qualify patented process for pulse/legume, and rice-based protein flours
- Drive business as ingredients for bakery, snack and plant-based protein products manufacturers.
- Develop relationships with universities, nonprofit organizations and civic organizations focused on health in underserved communities to research impact of patented flour on nutrition.

PHASE 3:

- Develop range of finished products behind the wheat grain flours, qualify patented process for pulse/legume, and rice-based protein flours.
- Drive business as ingredients for bakery, snack and plant-based protein products manufacturers.
- Develop manufacturing base through partnerships and licensing.

PHASE 4:

- Expand product range in US/Canada.
- Expand business to other geographies internationally.

AgriFORCE Solutions

Understanding Our Approach –Bringing Cutting Edge Technology to Enhance and Modernize Agriculture

Traditional farming includes three fundamental approaches: outdoor, greenhouse and indoor. We are taking modern technologies such as artificial intelligence (“AI”) and blockchain-based advances to bring what is traditionally a low technology industry into the 21st century. This approach means that we are able to reach into areas not readily available to agricultural businesses in the past, such as advanced Fintech to enhance financing capabilities for these businesses and more readily provide advanced intelligence for farmers. These technologies can also be applied to worldwide sourcing and matching food producers to consumers in an efficient manner.

Our intellectual property combines a patented uniquely engineered facility design and automated growing system to solve excessive water loss and high energy consumption, two problems plaguing nearly all controlled environment agriculture systems. FORCEGH+ delivers a patented clean, sealed, self-contained micro-environment that maximizes natural sunlight and offers supplemental LED lighting. It limits human intervention and is designed to provide superior quality control through AI optical technology. It was also created to drastically reduce environmental impact, substantially decrease utility demands, conserving water, while delivering customers daily harvests and higher crop yields.

The Ag-Tech sector is severely underserved by the capital markets, and we see an opportunity to acquire global companies who have provided solutions to the industry and are leading innovation moving forward. The robustness of our engagement with potential targets has confirmed our belief and desire to be part of a larger integrated Ag-Tech solutions provider, where each separate element of the business has its existing legacy business and can leverage across areas of expertise to expand their business footprint.

The Company intends to continue development and license its technology to existing farmers in the plant based pharmaceutical, nutraceutical, and high value crop markets using its unique patented facility design and hydroponics based automated growing system that enable farmers to effectively grow crops in a sealed controlled environment (“FORCEGH+™”). The Company has designed FORCEGH+™ facilities to produce crops in virtually any environmental condition and to optimize crop yields to as near their full genetic potential possible while substantially eliminating the need for the use of pesticides, fungicides and/or irradiation. The Company continues to develop its solution for fruits and vegetables focusing on the integration of its current structure with a new form of vertical grow technology.

BUSINESS PLAN

The Company will launch a full line up of Hydroxyl Devices and start commercializing the Hydroxyl Devices into international markets including various industries. The Company will identify and establish exclusive distribution agreement for the EMEA region as well Expand Distribution Network into Latin America and Asia. The Company will also advance on the commercialization of our Hydroxyl clean room systems to greatly reduce the spread of pathogens, mold and disease at processing facilities worldwide.

The Company is exploring opportunities to utilize its patented FORCEGH+™ structure and its related technologies in joint ventures and licensing. The Company is also studying the utilization of FORCEGH+ technologies in arctic, tropical and desert environments. The Company intends to continue development of and license of its technology to existing farmers in the plant based pharmaceutical, nutraceutical, and high value crop markets using its unique patented facility design and hydroponics based automated growing system that enable farmers to effectively grow crops in a sealed controlled environment (“FORCEGH+™”).

The Company also looks to expand its efforts into development of blockchain solutions and the implementation of these solutions into FinTech systems to allow quicker and less costly transactions between commercial farmers.

The Company is exploring opportunities to utilize its patented FORCEGH+™ structure and its related technologies in joint ventures and licensing. The Company is also studying the utilization of FORCEGH+ technologies in arctic, tropical and desert environments and artificial intelligence and blockchain in the development and implementation of FinTech systems to commercial farmers, and advancing on the commercialization of our Hydroxyl clean room systems to greatly reduce the spread of pathogens, mold and disease at processing facilities worldwide.

The AgriFORCE Clean Solutions

The Company’s Solutions division is charged with the commercialization of our FORCEGH+ technology and our RCS clean room systems. The Company has also begun to advance its initiative to integrate blockchain in the development and implementation of FinTech systems for commercial farmers.

We have a worldwide license to commercialize the proprietary hydroxyl generating devices of Radical Clean Solutions, Inc. (“RCS”) for the CEA and food manufacturing industries. The RCS technology is a product line consisting of patent-pending “smart hydroxyl generation systems” focused on numerous industry verticals that is proven to eliminate 99.99+% of all major pathogens, virus, mold, volatile organic compounds (VOCs) and allergy triggers⁽⁸⁾.

The Company generated its first revenue from the sale of RCS devices in late 2023. During 2023, the Company signed an exclusive distribution agreement with a leading distributor of air conditioning and heating solutions in Mexico for the representation and sale of the AgriFORCE/RCS hydroxyl generating devices for greenhouses and food manufacturing facilities for the territory of Mexico. The first products were delivered in October 2023 pursuant to purchase orders for the products.

The Company will continue to expand sales into Mexico through its distributor, Comercializadora DESICO. Based on its sale into the poultry industry in Mexico, the Company is expanding its distribution of its Clean System solutions into other Latin American markets and the United States.

(8) BCI Labs, Gainesville Florida, February 2022; and various institutional studies.

- Expand Distribution Network into Latin America, Europe and Asia.

Sustainable Bitcoin Mining

As of the fourth quarter of 2024, the Company has entered into the sustainable Bitcoin mining industry and has completed two acquisitions since late November 2024, pursuant to which the Company now owns and operates three Bitcoin mining facilities, one in Alberta, Canada and two in Ohio, for a total of 1,250 BITMAIN Antminer units. The facility is powered by sustainable energy, advancing AgriFORCE's mission to integrate innovative technologies that promote environmental stewardship while generating significant financial returns. The Company is proud to announce the launch of sustainable agricultural operations at its newly acquired Bitcoin mining facility in Sturgeon County, Alberta, Canada. By harnessing the excess heat and carbon emissions from Bitcoin mining, AgriFORCE is pioneering a novel approach to promote agricultural productivity while reducing environmental impact. The Company is self mining at all locations.

7

As we approach a key milestone in the progression of our growth strategy it is important to clarify how our adoption of an innovative combination of technologies will reduce the environmental impact of data centers while simultaneously producing revenue from high yield agricultural operations. Upon closing we intend to utilize our new data center to leverage energy generated from flare natural gas-powered operations to increase the environmental mitigation and revenue potential of our integrated cogeneration site. Located in Alberta, Canada, at the site of the intended acquisition, we will be testing an integrated and automated onsite carbon sequestering agricultural operation which will reuse the waste energy from the onsite natural gas generator. By adopting this integrated approach, we're able to reduce our carbon emissions while also contributing to local food security and economic growth.

While benefiting from Alberta's strong incentive programs, i.e., the Alberta Carbon Capture Incentive Program, the Company hopes to reuse waste resources to produce profit from cryptocurrency mining, Alberta carbon credits for carbon sequestration and methane reduction, and the sale of premium crops. Upon completion of the acquisition, the Company's process will capture natural gas flares to generate significant low-cost energy to operate the cryptocurrency mining rigs. The new facility, and any facilities that the Company may acquire moving forward, will capture and redirect heat from miners and the generator to warm an enclosure suitable for growing white-legged shrimp (*Penaeus Vannamei*), and controlled environment agriculture. The facility will then be utilized to produce a continuous supply of fresh shrimp, red seaweed and micro-greens for local markets and restaurants. Micro-greens are a fast-growing, nutrient-dense crop that requires relatively little space and water to produce commercial yields, while significantly reducing greenhouse gas emissions.

The facility, powered by an on-site generator, utilizing flared gas, integrates carbon capture and heat reuse technologies to support the cultivation of premium crops and aquaculture. Targeted products include white-legged shrimp, nutrient-dense micro-greens, and high-demand red seaweed—key contributors to food security and economic development in the region. These sustainable practices are designed to offset the greenhouse gas emissions associated with high-energy Bitcoin mining, demonstrating a model for future growth.

On November 28, 2024, AgriForce Growing Systems, Ltd. (the "Company") entered into an agreement with Rivogenix Energy Corp. to acquire and consummated the acquisition of various assets which comprise a bitcoin mining facility in Sturgeon County, Alberta, Canada. The assets were acquired for \$1.5 million in cash from the Company's own available cashflow and are comprised of a data center and approximately 130 bitcoin miners.

On January 17, 2025, AgriForce Growing Systems, Ltd. (the "Company") purchased assets comprising a five MW Bitcoin mining facility (on two sites) in Columbiana County Ohio (the "Facility") from Bald Eagle Mining, LLC. The asset purchase price (including purchase of an option to purchase the Facility) was \$4.55 million. The assets purchased consist of following assets, inter alia: Nine hundred (900) S-19 J Pro BITMAIN Antminers, transformers necessary to operate the Facility, five (5) custom 40 ft Crypto Canman housing containers including 5 power distribution boxes, one Caterpillar trailer mounted standby generator, one Doosan trailer mounted generator set, eight shipping containers and five 1 MW natural gas generator power plants. The Company also received assignment of power purchase agreements to purchase gas at \$0.04 per kWh and access leases to the realty underlying the Facility.

This acquisition is a pivotal step in AgriFORCE's commitment to integrating sustainable energy solutions, advanced data operations, and innovative agricultural initiatives to create long-term value for shareholders.

Powered by 5 MW of natural gas energy, the facility is currently operational with over 900 bitcoin mining units and has the capacity to scale up to 1,200 units. Utilizing energy derived from flare natural gas, the facility not only generates consistent revenue but also minimizes its environmental footprint. Plans are in place to enhance operations by repurposing waste heat and implementing carbon capture technology, enabling diversified revenue streams through sustainable agricultural practices, such as premium crop cultivation and aquaculture systems.

Currently all mined assets are held and we have no intention to sell unless the Company requires the cash for maintaining operations. The Company is in the process of developing a written policy to govern the cold-storage and liquidation process for selling and borrowing using our bitcoin assets. As of now, the Company holds all of its bitcoin in a BitGo wallet. There is limited risk in volatility at present in bitcoin pricing due to our policy of holding bitcoin for the long term. We have not sold any Bitcoin as of the date of this filing.

On March 11, 2025, we entered into a Master Services Agreement pursuant to which we may sell Bitcoin in our cold wallet with Bitgo at flat prices then provided by Bitgo. This contract is terminable at any time. We also have a Custodial Services Agreement pursuant to which Bitgo holds our Bitcoin in cold storage at a fee of \$1000 per month. The Custodial Services Agreement provides for one year automatically renewable terms unless either party gives the other notice of termination at least 60 days prior to the termination of the then current term. They may also act as our exchange pursuant to the Master Services Agreement should we determine to sell any or part of our Bitcoin which we do not currently intend to do at the time of this Prospectus. As of the current time, we have not performed a full breakeven analysis; however, all relevant statistics are set forth below.

The data presented below regarding the average cost of mining one Bitcoin is preliminary and unaudited, based upon our estimates, and subject to further internal review by management and compilation of actual results. Our closing procedures for the 1st Quarter of 2025 are not yet complete. Our management's estimates are based upon preliminary information currently available from our business. While we expect that our results will be consistent with these preliminary and unaudited estimates, our actual results may differ materially from these preliminary estimates. This preliminary financial information is not a comprehensive statement of our financial results for this period. Our actual results may differ materially from these estimates due to the completion of our financial closing procedures, final adjustments, and other developments that may arise between now and the time the closing procedures for the quarter are completed. This preliminary financial information should not be viewed as a substitute for our full interim or annual financial statements prepared in accordance with U.S. generally accepted accounting principles. Accordingly, you should not place undue reliance on this preliminary financial information. The preliminary financial information has been prepared by, and is the responsibility of, our management. Marcum LLP, our independent registered public accounting firm, has not audited, reviewed, compiled or performed any procedures with respect to the accompanying preliminary financial data. Accordingly, Marcum LLP does not express an opinion or any other form of assurance with respect thereto.

Our miners have an average age of three years in all of our facilities and the range is 2.5 years to 3.75 years. Further, statistics on our miners are as follows:

Efficiency: median: 99.86%; mean: 99.58%; range: 99.26 – 99.9%. Our average downtime for scheduled and nonscheduled is 24 hours in a month in the aggregate. This includes activities related to weather and optimization of the power units and miner boards.

As of March 31, 2025, our weighted average cost of one Bitcoin mined is approximately \$41,000. Our approximate inputs are as follows:

Alberta:

1 BTC at this site alone will take 112.4 days at an average operating cost of \$518.40/day due to low capacity. So, before optimization, the cost for 1 BTC is approximately \$58,000 at this site.

Ohio:

We generate 1 BTC every 26 days at this site at a cost of \$1,350/day, so the Ohio cost is approximately \$36,000/BTC mined.

A weighted average of the two sites puts the total cost of approximately \$41,000 per BTC mined. This number is approximated as the operation of these sites has only commenced within the last few months and may vary due to multiple factors including weather conditions, any unforeseen maintenance issues such as glycol buildup in generators and other potential major maintenance issues.

In February, the Company entered into an agreement to purchase 220 new BITMAIN Antminer S19kPro miners from a third-party supplier, with the understanding that the units were available at the point of manufacture in China. Payment in full was made in full. Following the purchase, the supplier experienced delays in securing the S19kPro units from the manufacturer. To mitigate the delay, the Company and the supplier agreed to apply the value of the 220 S19kPro miners toward an equivalent cost basis in newer-generation BITMAIN S21 XP miners. As a result, AGRI acquired 50 new S21 XP miners, each with a hashrate of 270 TH/s. These miners were released from Canadian Customs on Wednesday April 2, 2025. As of the date of this filing, the units are expected to be delivered to our EPCM contractor's facility in Grand Prairie, Alberta and then travel to the Sturgeon County, Alberta mining facility within the week. Installation and deployment will begin immediately upon arrival, with full operational status achieved Wednesday April 9, 2025. Subsequent infrastructure maintenance and minor upgrades have been completed. The 50 S21 XP miners are expected to contribute a combined hashrate of approximately 13.5 PH/s to our operations.

As of April 23, 2025, the Company has completed the purchase of 500 additional S19j Pro Antminers which upon completion of installation will fully rack its second Ohio site, with all five MW of available power utilized. Completion of installation and full operation is estimated to occur on or about May 9, 2025. The two Ohio sites, combined, will deliver an estimated total hash rate of 130 PH/s (petahashes per second) an estimated increase of 63% from its current hash rate.

As previously reported, the Alberta facility is operating at full designed capacity with a robust lineup of industry-leading ASIC miners, including, with an estimated total hash rate of 33.62 PH/s, with 81 Bitmain S19k Pro 120T Antminers, 50 Bitmain S21 XP 270T Antminers and 120 Bitmain S19j Pro 100T Antminers.

The combined total hash rate of all three facilities, upon completion of installation of the machines in Ohio, will be 166.62 PH/s, based on these estimated numbers. The Company continues to explore acquisition of new miners and power opportunities.

Financing Initiatives In late January 2025, the Company also closed on the first tranche of an up to \$50 million financing facility with institutional investors. The Company utilized a portion of the first \$7 million tranche to pay for the acquisition of the assets. The Company is grateful to its investors for the confidence placed in its ability to execute its business plan with the closing of the third acquisition in six months, which as with the Redwater acquisition is providing immediately cash flow to the Company.

This acquisition has increased the Company's hashrate by over 600% and highlights the Company's strategic growth plan of stranded gas assets to be coupled with sustainable agricultural assets in the coming months. Ohio has positioned itself as a pioneer in blockchain and cryptocurrency innovation, driven by initiatives like the proposed Ohio Bitcoin Reserve Act (HB 703). This legislation, aimed at leveraging Bitcoin as a hedge against currency devaluation, underscores the state's commitment to financial and technological advancements. AgriFORCE's investment in the Columbiana County facility aligns with these efforts, cementing Ohio's reputation as a leader in clean energy integration and digital asset development.

Economic and Social Benefits

The facility's operations are expected to generate meaningful economic benefits for Ohio, including:

- **Job Creation:** The project will create new opportunities in advanced technology and sustainable agriculture, addressing workforce development needs in the region.
- **Enhanced Food Security:** By implementing agricultural practices that produce nutrient-rich crops, AgriFORCE will contribute to addressing food insecurity challenges in Ohio, where over 14% of households face such issues.

Corporate Structure

The Company currently has the following wholly-owned subsidiaries, which perform the following functions – AgriFORCE Investments and its subsidiary, Radical Technologies, Ltd. holds the Company's U.S. investments, West Pender Holdings retains real estate assets, West Pender Management is a management company, AGI IP holds the Company's intellectual property in the U.S., un(Think) Food Company will manufacture food products in the U.S. and un(Think) Food Company Canada Ltd. manufactures food products in Canada:

| Name of Subsidiary | Jurisdiction of Incorporation | Date of Incorporation |
|------------------------------------|-------------------------------|-----------------------|
| AgriFORCE Investments Inc. (US) | Delaware | April 9, 2019 |
| West Pender Holdings, Inc. | Delaware | September 1, 2018 |
| AGI IP Co. | Nevada | March 5, 2020 |
| West Pender Consulting Company | Nevada | July 9, 2019 |
| un(Think) Food Company | Nevada | June 20, 2022 |
| un(Think) Food Company Canada Ltd. | British Columbia | December 4, 2019 |
| AgriFORCE Europe BV* | Belgium | March 29, 2023 |
| AgriFORCE Belgium BV* | Belgium | March 29, 2023 |
| GrowForce BV* | Belgium | June 19, 2023 |
| AgriFORCE (Barbados) Ltd.* | Barbados | October 14, 2022 |
| Radical Technologies, Ltd. | New York | November 25, 2024 |
| AF Redwater, Inc. | Alberta | November 26, 2024 |

* Entities have been dissolved.

Employees

As of February 5, 2025 the Company has 5 employees and 5 consultants /contractors. The Company also relies on consultants and contractors to conduct its operations. The Company anticipates that it will be hiring additional employees to support its planned activities.

Operations

Status as an Emerging Growth Company

On April 5, 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was enacted. Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended, or the Securities Act, for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for private companies.

Subject to certain conditions set forth in the JOBS Act, as an "emerging growth company," we intend to rely on certain of these exemptions from, without limitation, (i) providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act and (ii) complying with any requirement that may be adopted by the Public Company Accounting Oversight Board (PCAOB) regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will remain an "emerging growth company" until the earliest of (a) the last day of our fiscal year following the fifth anniversary of the closing of this offering, (b) the last day of the first fiscal year in which our annual gross revenues exceed \$1.07 billion, (c) the last day of our fiscal year in which we are deemed to be a "large accelerated filer" as defined in Rule 12b-2 under the Securities Exchange Act of 1934, or Exchange Act (which would occur if the market value of our equity securities that is held by non-affiliates exceeds \$700 million as of the last business day of our most recently completed second fiscal quarter), or (d) the date on which we have issued more than \$1 billion in nonconvertible debt during the preceding three-year period.

Corporate Information

AgriFORCE™ Growing Systems Ltd. was incorporated as a private company by Articles of Incorporation issued pursuant to the provisions of the Business Corporations Act (British Columbia) on December 22, 2017. The Company currently leases office space at 2233 Colombia Street, Suite 300, Vancouver, B.C., V5Y 0M6 as its principal office. The Company believes the office is in good condition and satisfy its current operational requirements. On February 13, 2018, the Company changed its name from 1146470 B.C. Ltd to Canivate Growing Systems Ltd. On November 22, 2019 the Company changed its name from Canivate Growing Systems Ltd. to AgriFORCE™ Growing Systems Ltd.

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|----------------------------------|---|
| Use of proceeds | We are not selling any shares of our common stock in this offering and we will not receive any of the proceeds from the sale of shares of our common stock by the selling stockholders. The selling stockholders will receive all of the proceeds from any sales of the shares of our common stock offered hereby. |
| Dividend policy | We have never declared or paid any cash dividends on our capital stock. We currently intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business, and we do not anticipate declaring or paying any cash dividends in the foreseeable future. We also seek to hold approximately 10% of our treasury assets in Bitcoin. See "Dividend Policy." |
| Risk factors | You should read the "Risk Factors" section beginning on page 11 and the other information included in this prospectus for a discussion of factors to consider before deciding to invest in shares of our Class A common stock |
| Market Symbol and trading | Our common stock is listed on the Nasdaq Capital Market under the symbol "AGRI" |

RISK FACTORS

Investing in our securities involves a high degree of risk. Before making an investment decision, you should consider carefully the risks, uncertainties and all risk factors set forth in the applicable prospectus supplement and the documents incorporated by reference in this prospectus, including the risk factors discussed under the heading "Risk Factors" in our most recent Annual Report on Form 10-K for the year ended December 31, 2023 and each subsequent filed quarterly report on Form 10-Q and current reports on Form 8-K, which may be amended, supplemented or superseded from time to time by the other reports we file with the SEC in the future. We list additional risk factors involving our expansion into Bitcoin mining hereinbelow.

Bitcoin prices are highly volatile, which may affect our ability to effectively manage growth plans and our profitability.

The price of bitcoin is extremely volatile. The cost to mine a bitcoin is independent of the then current price of bitcoin, so when prices are low, the cost per coin to mine may consume much of our available cash, which means that there is less capital with which to invest in future company growth. Similarly, when prices are low, our profitability is decreased on a dollar-for-dollar basis correlated to the then price of bitcoin. Given the volatility of bitcoin, these factors render us unable to accurately predict in advance what our growth plans may be and accurately forecast any revenue and profitability projections for any reporting period.

The price of bitcoin may be influenced by regulatory, commercial, and technical factors that are highly uncertain.

Bitcoin and other digital assets are relatively novel and are subject to various risks and uncertainties that may adversely impact their price. For example, the application of securities laws and other regulations to such assets is unclear in certain respects, and it is possible that regulators in the United States or foreign countries may create new regulations or interpret laws in a manner that adversely affects the price of bitcoin. The growth of the digital assets industry in general, and the use and acceptance of bitcoin in particular, may also impact the price of bitcoin and is subject to a high degree of uncertainty. The pace of worldwide growth in the adoption and use of bitcoin could depend on the following:

- public familiarity with digital assets;
- ease of buying and accessing bitcoin;
- institutional demand for bitcoin as an investment asset;
- consumer demand for bitcoin as a means of payment; and
- the availability and popularity of alternatives to bitcoin.

Even if growth in bitcoin adoption occurs in the near or medium-term, there is no assurance that bitcoin usage will continue to grow over the long-term. Because bitcoin has no physical existence beyond the record of transactions on the Bitcoin blockchain, a variety of technical factors related to the Bitcoin blockchain could also impact

the price of bitcoin. For example, malicious attacks by “miners” who validate bitcoin transactions, inadequate mining fees to incentivize validating of bitcoin transactions, “hard forks” of the Bitcoin blockchain, and advances in quantum computing could undercut the integrity of the Bitcoin blockchain and negatively affect the price of bitcoin. The liquidity of bitcoin may also be reduced and damage to the public perception of bitcoin may occur, if financial institutions were to deny banking services to businesses that hold bitcoin, provide bitcoin-related services or accept bitcoin as payment, which could also decrease the price of bitcoin.

Fluctuations in the price of bitcoin may significantly influence the market price of our bitcoin holdings and therefore, the price of our common stock.

To the extent investors view the value of our common stock as linked to the value or change in the value of our bitcoin, fluctuations in the price of bitcoin may significantly influence the market price of our common stock.

If we fail to grow our hash rate, we may be unable to compete, and our results of operations could suffer.

Generally, a bitcoin miner’s chance of solving a block on the Bitcoin blockchain and earning a bitcoin reward is a function of the miner’s hash rate (i.e., the amount of computing power devoted to supporting the Bitcoin blockchain), relative to the global network hash rate. As greater adoption of Bitcoin occurs, we expect the demand for Bitcoin will increase further, drawing more mining companies into the industry and thereby increasing the global network hash rate. As new and more powerful miners are deployed, the global network hash rate will continue to increase, meaning a miner’s chance of earning bitcoin rewards will decline unless it deploys additional hash rate at pace with the industry.

Accordingly, to maintain our chances of earning new bitcoin rewards and remaining competitive in our industry, we must seek to continually add new miners to grow our hash rate at pace with the growth in the Bitcoin global network hash rate. However, as demand has increased and scarcity in the supply of new miners has resulted, the price of new miners has increased sharply, and we expect this process to continue in the future as demand for bitcoin increases. Therefore, if the price of bitcoin is not sufficiently high to allow us to fund our hash rate growth through new miner acquisitions and if we are otherwise unable to access additional capital to acquire these miners, our hash rate may stagnate and we may fall behind our competitors. If this happens, our chances of earning new bitcoin rewards would decline and, as such, our results of operations and financial condition may suffer.

Geopolitical or economic crises may create increased uncertainty and price changes, or motivate large-scale sales of digital assets, which could result in a reduction in some or all digital assets’ values and adversely affect an investment in our securities.

As an alternative to fiat currencies that are backed by central governments, digital assets such as bitcoin, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of buying and selling goods and services. It is unclear how such supply and demand will be impacted by geopolitical events. Nevertheless, geopolitical or economic crises may motivate large-scale acquisitions or sales of digital assets either globally or locally. Large-scale sales of digital assets would result in a reduction in their value and could adversely affect an investment in our securities.

In addition, we are subject to price volatility and uncertainty due to geopolitical crises and economic downturns. Such geopolitical crises and global economic downturns may be a result of invasion, or possible invasion, by one nation of another, leading to increased inflation and supply chain volatility. Such crises, as well as inflation, will likely continue to have an effect on our ability to do business in a cost-effective manner.

The sale of our digital assets to pay expenses at a time of low digital asset prices could adversely affect an investment in our securities.

We may sell our digital assets to pay expenses on an as-needed basis, irrespective of then-current prices. Consequently, our digital assets may be sold at a time when the prices on the respective digital asset exchange market are low, which could adversely affect an investment in our securities.

The development and acceptance of digital asset networks and other digital assets, which represent a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of digital asset systems may adversely affect an investment in our securities.

Digital assets such as bitcoin, that may be used, among other things, to buy and sell goods and services are a new and rapidly evolving industry. The growth of the digital asset industry in general, and the digital asset networks of bitcoin in particular, are highly uncertain. The factors affecting the further development of the digital asset industry, as well as the digital asset networks, include:

- continued worldwide growth in the adoption and use of bitcoins and other digital assets;
- government and quasi-government regulation of bitcoins and other digital assets and their use, or restrictions on or regulation of access to and operation of the digital asset network or similar digital assets systems;
- the maintenance and development of the open-source software protocol of the Bitcoin network;
- changes in consumer demographics and public tastes and preferences;
- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- general economic conditions and the regulatory environment relating to digital assets;
- the impact of regulators focusing on digital assets and digital securities and the costs associated with such regulatory oversight; and
- a decline in the popularity or acceptance of the digital asset networks of bitcoin, or similar digital asset systems, could adversely affect an investment in our securities.

The open-source structure of the Bitcoin network protocol means the contributors to the protocol are generally not directly compensated for their contributions in maintaining and developing the protocol. A failure to properly monitor and upgrade the protocol could damage the Bitcoin network and an investment in our securities.

Digital asset networks are open-source projects and, although there is an influential group of leaders in, for example, the Bitcoin network community known as the “Core Developers,” there is no official developer or group of developers that formally controls the Bitcoin network. As an open-source project, Bitcoin is not represented by an official organization or authority. The Bitcoin network protocol is not sold and contributors are generally not compensated for maintaining and updating the Bitcoin network protocol. The lack of guaranteed financial incentive for contributors to maintain or develop the Bitcoin network and the lack of guaranteed resources to adequately address emerging issues with the Bitcoin network may reduce incentives to address the issues adequately or in a timely manner. Changes to a digital asset network in which we are directing our mining efforts may adversely affect an investment in our securities.

The acceptance of digital asset network software patches or upgrades by a significant, but not overwhelming, percentage of the users and miners in any digital asset network could result in a “fork” in the respective blockchain, resulting in the operation of two separate networks until such time as the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact an investment in our securities.

Due to Bitcoin’s open-source project, any individual can download the Bitcoin network software and make any desired modifications, which are proposed to users and miners on the Bitcoin network through software downloads and upgrades, and typically posted to the Bitcoin development forum on GitHub.com. A substantial majority of miners and Bitcoin users must consent to those software modifications by downloading the altered software or upgrade that implements the changes. If not, the changes do not become a part of the Bitcoin network.

Since the Bitcoin network’s inception, changes to the Bitcoin network have been accepted by the vast majority of users and miners, ensuring that the Bitcoin network remains a coherent economic system. However, a developer or group of developers could potentially propose a modification to the Bitcoin network that is not accepted by a vast majority of miners and users, but that is nonetheless accepted by a substantial population of participants in the Bitcoin network. In such a case, and if the modification is material and/or not backwards compatible with the prior version of Bitcoin network software, a fork in the blockchain could develop and two separate Bitcoin networks could result with one running the pre-modification software program and the other running the modified version (i.e., a second “Bitcoin” network).

Such a fork in the blockchain is typically addressed by community-led efforts to merge the forked blockchains, and several prior forks have been so merged. This kind of split in the Bitcoin network could materially and adversely impact an investment in our securities and harm the sustainability of the Bitcoin network’s economy.

As the number of digital assets awarded for solving a block in the blockchain decreases, the incentive for miners to continue to contribute processing power to the respective digital asset network will transition from a set reward to transaction fees. Either the requirement from miners of higher transaction fees in exchange for recording transactions in the blockchain or a software upgrade that automatically charges fees for all transactions may decrease demand for digital assets and prevent the expansion of the digital asset networks to retail merchants and commercial businesses, resulting in a reduction in the price of digital assets that could adversely impact an investment in our securities.

In order to incentivize miners to continue to contribute processing power to any digital asset network, such network may either formally or informally transition from a set reward to transaction fees earned upon solving for a block. This transition could be accomplished either by miners independently electing to record in the blocks they solve only those transactions that include payment of a transaction fee or by the digital asset network adopting software upgrades that require the payment of a minimum transaction fee for all transactions. If transaction fees paid for digital asset transactions become too high, the marketplace may be reluctant to accept digital assets as a means of payment and existing users may be motivated to switch from one digital asset to another digital asset or back to fiat currency. Decreased use and demand for bitcoins that we have accumulated may adversely affect its value and may adversely impact an investment in it.

To the extent that any miners cease to record transactions in solved blocks, transactions that do not include the payment of a transaction fee will not be recorded on the blockchain until a block is solved by a miner who does not require the payment of transaction fees. Any widespread delays in the recording of transactions could result in a loss of confidence in that digital asset network, which could adversely impact an investment in our securities.

To the extent that any miners cease to record transaction in solved blocks, such transactions will not be recorded on the blockchain. Currently, there are no known incentives for miners to actively not record transactions in solved blocks. However, to the extent that any such incentives arise (e.g., a collective movement among miners or one or more mining pools forcing bitcoin users to pay transaction fees as a substitute for or in addition to the award of new bitcoins upon the solving of a block), actions of miners solving a significant number of blocks could delay the recording and confirmation of transactions on the blockchain. Any systemic delays in the recording and confirmation of transactions on the blockchain could result in greater exposure to double-spending transactions and a loss of confidence in certain or all digital asset networks, which could adversely impact an investment in our securities.

If a malicious actor or botnet obtains control in excess of 50% of the processing power active on any digital asset network, including the Bitcoin network, it is possible that such actor or botnet could manipulate the blockchain in a manner that adversely affects an investment in our securities.

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on any digital asset network, it may be able to alter the blockchain by constructing alternate blocks if it is able to solve for such blocks faster than the remainder of the miners on the blockchain can add valid blocks. Within the alternate blocks, the malicious actor or botnet could control, exclude or modify the ordering of transaction. However, it could not generate new digital assets or transactions using such control. Using alternate blocks, the malicious actor or botnet could “double-spend” its own digital assets (i.e., spend the same digital assets in more than one transaction) and prevent the confirmation of other users’ transactions for so long as it maintains control. To the extent that such malicious actor or botnet does not yield its majority control of the processing power or the digital asset community does not reject the fraudulent blocks as malicious, reversing any changes made to the blockchain may not be possible. Such changes could adversely affect an investment in our securities.

The approach towards and possible crossing of the 50% threshold indicates a greater risk that a single mining pool could exert authority over the validation of digital asset transactions. To the extent that the digital assets ecosystems do not act to ensure greater decentralization of digital asset mining processing power, the feasibility of a malicious actor obtaining in excess of 50% of the processing power on any digital asset network (e.g., through control of a large mining pool or through hacking such a mining pool) will increase, which may adversely impact an investment in our securities.

Bitcoin is subject to halving, and as such the reward for successfully solving a block will halve several times in the future and its value may not adjust to compensate us for the reduction in the rewards we receive from our mining efforts, which could cause us to cease our mining operations altogether and investors could suffer a complete loss of their investment.

Halving is a process designed to control the overall supply and reduce the risk of inflation in digital assets using a Proof-of-Work consensus algorithm. In an event referred to as bitcoin “halving,” the bitcoin reward for mining any block is cut in half. For example, the mining reward for bitcoin declined from 12.5 to 6.25 bitcoin on May 11, 2020 and from 6.25 to 3.125 bitcoin on April 19, 2024. This process is scheduled to occur once every 210,000 blocks. It is estimated that bitcoin will next halve in April 2028 and then approximately every four years thereafter, until the total amount of bitcoin rewards issued reaches 21.0 million, and the theoretical supply of new Bitcoin is exhausted, which is expected to occur around 2140. Once 21.0 million bitcoin are generated, the network will stop producing more. Currently, there are more than 19.0 million bitcoin in circulation. While bitcoin prices have had a history of price fluctuations around halving events, there is no guarantee that any such price change will be favorable or would compensate for the reduction in mining reward. If a corresponding and proportionate increase in the price of bitcoin does not follow these anticipated halving events, the revenue from our mining operations would decrease, and we may not have an adequate incentive to continue mining and may cease mining operations altogether, which may adversely affect an investment in our securities and investors could suffer a complete loss of their investment.

Furthermore, such reductions in bitcoin rewards for uncovering blocks may result in a reduction in the aggregate hash rate of the bitcoin network as the incentive for miners decreases. Miners ceasing operations would reduce the collective processing power on the network, which would adversely affect the confirmation process for transactions and make the bitcoin network more vulnerable to malicious actors or botnets obtaining control in excess of 50% of the processing power active on the blockchain. Such events may adversely affect our activities and an investment in our securities.

To the extent that the profit margins of digital asset mining operations are not high, operators of digital asset mining operations are more likely to immediately sell their digital assets earned by mining in the digital asset exchange market, resulting in a reduction in the price of digital assets that could adversely impact an investment in our securities.

Over the past few years, digital asset mining operations have evolved from individual users mining with computer processors, graphics processing units and first-generation mining rigs. Currently, new processing power brought onto the digital asset networks is predominantly added by “professionalized” mining operations. Professionalized mining operations may use proprietary hardware or sophisticated machines.

Professionalized mining operations require:

- the investment of significant capital for the acquisition of such hardware;
- the leasing of operating space (often in data centers or warehousing facilities);
- incurring of electricity costs; and
- the employment of technicians to operate the mining farms.

As a result, professionalized mining operations are of a greater scale than prior miners and have more defined, regular expenses and liabilities. These regular expenses and liabilities require professionalized mining operations to more immediately sell digital assets earned from mining operations on the digital asset exchange market. To the contrary, it is believed that past individual miners were more likely to hold mined digital assets for more extended periods. The immediate selling of newly mined digital assets greatly increases the supply of digital assets on the digital asset exchange market, creating downward pressure on the price of each digital asset.

The extent to which the value of digital assets mined by a professionalized mining operation exceeds the allocable capital and operating costs determines the profit margin of such operation. A professionalized mining operation may be more likely to sell a higher percentage of its newly mined digital assets rapidly if it is operating at a low profit margin—and it may partially or completely stop operations if its profit margin is negative.

In a low profit margin environment, a higher percentage could be sold into the digital asset exchange market more rapidly, potentially reducing digital asset prices. Lower digital asset prices may result in further tightening of profit margins, particularly for professionalized mining operations with higher costs and more limited capital reserves, creating a network effect that may further reduce the price of digital assets until mining operations with higher operating costs become unprofitable and remove mining power from the respective digital asset network. The network effect of reduced profit margins resulting in greater sales of newly mined digital assets could result in a reduction in the price of digital assets that could adversely impact an investment in our securities.

The loss or destruction of a private key required to access a digital asset may be irreversible. Our loss of access to our private keys or a data loss relating to our digital assets could adversely affect an investment in our securities.

Digital assets are controllable only by the possessor of both the unique public key and private key relating to the local or online digital wallet which hold the digital assets. We are required by the operators of digital asset networks to publish the public key relating to a digital wallet in use once we first verify a spending transaction from that digital wallet and broadcast such information into the respective network. To the extent a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, we will be unable to access the digital assets and the private key will not be capable of being restored by the respective digital asset network. Any loss of private keys relating to digital wallets used to store our digital assets could adversely affect an investment in our securities.

Security threats to our business could result in, a loss of our digital assets, or damage to our reputation and our brand, each of which could adversely affect an investment in our securities.

Security breaches, computer malware and computer hacking attacks have been a prevalent concern in the digital asset exchange markets. A security breach caused by hacking, could include, but is not limited to:

- efforts to gain unauthorized access to information or systems;
- efforts to cause intentional malfunctions or loss or corruption of data, software, hardware or other computer equipment; and
- the inadvertent transmission of computer viruses.

A security breach by hacking could harm our operations or result in loss of our digital assets. Any breach of our and our partners’ infrastructure could result in reputational harm and erode the trust of our partners and stockholders, which could adversely affect an investment in our securities. Furthermore, as our assets grow, we may become a more appealing target for security threats such as hackers and malware.

We rely on third-party custody providers’ 100% cold-storage custody solutions held in a purpose-built physically secure environments based on established, industry best practices to safeguard digital assets from theft, loss, destruction or other issues relating to hackers and technological attack. Notwithstanding the safeguards implemented to protect our assets, the third-party security systems may not be impenetrable or free from defect, and any loss due to a security breach, software defect or event outside of our control will be borne by us.

The security system and operational infrastructure may be breached due to the actions of outside parties, error or malfeasance of an employee, or otherwise, and, as a result, an unauthorized party may obtain access to our private keys, data or bitcoins. Additionally, outside parties may attempt to fraudulently induce our employees to disclose sensitive information in order to gain access to our infrastructure.

Despite our efforts, we may be unable to anticipate these techniques or implement adequate preventative measures since the hacking techniques used are often not recognized until launched against a target. If an actual or perceived breach of our security system occurs, the market perception of the effectiveness of our controls could be harmed, which could adversely affect an investment in our securities.

Further, in the event of a security breach, we may be subject to litigation forced to cease operations, or suffer a reduction in assets, the occurrence of each of which could adversely affect an investment in our securities.

Our ability to adopt technology in response to changing security needs or trends and our reliance on, third-party custody providers, poses a challenge to the safekeeping of our digital assets.

The history of digital asset exchanges has shown that exchanges and large holders of digital assets must adapt to technological change in order to secure and safeguard their digital assets. We rely on third-party custody providers’ 100% cold-storage custody solutions held in a purpose-built physically secure environment based on established, industry best practices to safeguard digital assets from theft, loss, destruction or other issues relating to hackers and technological attack.

We believe we may become a more appealing target of security threats as the size of our bitcoin holdings grow. To the extent that we, or any of our third-party custody

providers, are unable to identify, mitigate or stop new security threats, our digital assets may be subject to theft, loss, destruction or other attack, which could adversely affect an investment in our securities. To the extent that our third-party custody providers are no longer able to safeguard our assets due to the current banking crisis, we would be at risk of loss if safeguarding protocols fail.

Digital asset transactions are irrevocable and stolen or incorrectly transferred digital assets may be irretrievable. As a result, any incorrectly executed digital asset transactions could adversely affect an investment in our securities.

Digital asset transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on that digital asset network. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of digital assets or a theft of digital assets generally will not be reversible, and we may not be capable of seeking compensation for any such transfer or theft. Although we regularly transfer digital assets to or from vendors, consultants, services providers, it is possible that, through computer or human error, or through theft or criminal action, such assets could be transferred in incorrect amounts or to unauthorized third parties. To the extent we are unable to seek a corrective transaction to identify the third party which has received our digital assets through error or theft, we will be unable to revert or otherwise recover the impacted digital assets, and any such loss could adversely affect an investment in our securities.

The limited rights of legal recourse against us, and our lack of insurance protection expose us and our stockholders to the risk of loss of our digital assets for which no person is liable.

Our digital assets are not insured. If our digital assets are lost, stolen or destroyed under circumstances rendering a party liable to us, the responsible party may not have the financial resources sufficient to satisfy our claim. For example, as to a particular event of loss, the only source of recovery for us might be limited to the extent identifiable, other responsible third parties (e.g., a thief or terrorist), any of which may not have the financial resources (including liability insurance coverage) to satisfy a valid claim. Furthermore, bitcoin is not subject to Federal Deposit Insurance Corporation ("FDIC") or Securities Investor Protection Corporation protection, which is the protection afforded to depositors at banking institutions. Therefore, a loss may be suffered with respect to our digital assets for which no recourse is available, which could adversely affect our operations and, consequently, an investment in our securities.

If we or our third-party service providers experience a security breach or cyberattack and unauthorized parties obtain access to our bitcoin, we may lose some or all of our bitcoin and our financial condition and results of operations could be materially adversely affected.

Security breaches and cyberattacks are of particular concern with respect to our bitcoin. Bitcoin and other blockchain-based digital assets have been, and may in the future be, subject to security breaches, cyberattacks, or other malicious activities. A successful security breach or cyberattack could result in a partial or total loss of our bitcoin in a manner that may not be covered by insurance or indemnity provisions of the custody agreement with a custodian who holds our bitcoin. Such a loss could have a material adverse effect on our financial condition and results of operations.

We rely on third-party hosting, and as such, our operations could be adversely affected by the actions or inactions of such third-parties. Additionally, third-party hosting, among other things, often requires us to give the hosting company, a first lien on the mining rigs installed on the site and creates business risk for us.

We do not self-host our mining rigs and rely upon third-party hosting facilities to power our mining rigs. Our operations and ability to mine bitcoin could be adversely affected if operators we rely on to operate our bitcoin miners experience general incompetence in performing their duties, experience financial difficulties or bankruptcy, or otherwise cannot operate our bitcoin miners in accordance with their contractual obligations.

16

We are dependent upon the financial viability of our third-party hosting operators. As a result, our operations are highly dependent on these third-parties and could be adversely affected by the actions or inactions of our third-party hosting operators. Furthermore, in most hosting contracts, there is a requirement that the miner agrees to permit the hosting company to place a lien on the actual mining machines being hosted. If the hosting company files for bankruptcy, it may take months for the liens to be lifted, while the bankruptcy court and parties litigate these contracts and resolves issues as to ownership of assets and related areas. In these contracts, we are often required to make significant deposits against future mining fees. If the hosting party utilizes the deposits, we could risk loss of the deposits and be left with an unsecured claim in the bankruptcy. Lastly, as the bankruptcy process includes an automatic stay in favor of the debtor company, until the stay is lifted or a bankruptcy plan approved, we may not be able to move our mining rigs to a different location, even if the debtor rejects our hosting contract.

We have engaged in, and in the future may engage in, strategic acquisitions and other arrangements that could disrupt our business, cause dilution to our stockholders, reduce our financial resources and harm our operating results.

We have previously engaged in strategic transactions, including acquisitions of companies, miners, and bitcoin mining sites, and, as part of our growth strategy, in the future, we may seek additional opportunities to grow our mining operations, including through purchases of miners, data centers and other facilities from other operating companies, including companies in financial distress. Our ability to grow through future acquisitions will depend on the availability of, and our ability to identify, suitable acquisition and investment opportunities at an acceptable cost, our ability to compete effectively to attract those opportunities and the availability of financing to complete acquisitions. Future acquisitions may require us to issue common stock that would dilute our current stockholders' percentage ownership, assume or otherwise be subject to liabilities of an acquired company, record goodwill and non-amortizable intangible assets that will be subject to impairment testing on a regular basis and potential periodic impairment charges, incur amortization expenses related to certain intangible assets, incur large acquisition and integration costs, immediate write-offs, and restructuring and other related expenses and become subject to litigation.

The benefits of an acquisition or our expansion into may also take considerable time to develop, and we cannot be certain that any particular acquisition will produce the intended benefits in a timely manner or to the extent anticipated or at all. We may experience difficulties integrating the operations, technologies and personnel of an acquired company or be subjected to liability for the target's pre-acquisition activities or operations as a successor in interest. Such integration may divert management's attention from normal daily operations of our business. Future acquisitions may also expose us to potential risks, including risks associated with entering markets in which we have no or limited prior experience, especially when competitors in such markets have stronger market positions, the possibility of insufficient revenues to offset the expenses we incur in connection with an acquisition and the potential loss of, or harm to, our relationships with employees and suppliers as a result of integration of new businesses.

Additionally, we may be unable to pursue our current acquisition strategy in the future. In addition to mining and holding bitcoin, and such related acquisitions, we have explored, and we may in the future explore, opportunities to become more involved in businesses that expand or supplement those directly related to the self-mining of bitcoin as favorable market conditions and opportunities arise. We cannot be certain that such opportunities will produce the intended benefits in a timely manner or to the extent anticipated or at all. These opportunities could also expose us to similar risks associated with our strategic acquisitions, as discussed above.

17

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. Such statements include statements regarding our expectations, hopes, beliefs or intentions regarding the future, including but not limited to statements regarding our market, strategy, competition, development plans (including acquisitions and expansion), financing, revenues, operations, and compliance with applicable laws. Forward-looking statements involve certain risks and uncertainties, and actual results may differ materially from those discussed in any

such statement. Factors that could cause actual results to differ materially from such forward-looking statements include the risks described in greater detail in the following paragraphs. All forward-looking statements in this document are made as of the date hereof, based on information available to us as of the date hereof, and we assume no obligation to update any forward-looking statement. Market data used throughout this prospectus is based on published third party reports or the good faith estimates of management, which estimates are based upon their review of internal surveys, independent industry publications and other publicly available information.

You should review carefully the section entitled “Risk Factors” within our Form 10-K for the year ended December 31, 2023 filed with the SEC on April 1, 2024 in addition to the ones in this prospectus for a discussion of these and other risks that relate to our business and investing in shares of our Common Stock.

All forward-looking statements speak only as of the date of this prospectus. We disclaim any obligation to update or revise these statements unless required by law, and you should not place undue reliance on these forward-looking statements. Although we believe that our plans, intentions and expectations reflected in or suggested by the forward-looking statements we make in this prospectus are reasonable, we can give no assurance that these plans, intentions or expectations will be achieved. We disclose important factors that could cause our actual results to differ materially from our expectations under “Risk Factors” and elsewhere in this prospectus. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf.

USE OF PROCEEDS

We are not selling any shares of our common stock in this offering and we will not receive any of the proceeds from the sale of shares of our common stock by the selling stockholders. The selling stockholders will receive all of the proceeds from any sales of the shares of our common stock offered hereby. However, we will incur expenses in connection with the registration of the shares of our common stock offered hereby.

MARKET FOR OUR COMMON STOCK AND RELATED STOCKHOLDER MATTERS

Market information

Our common stock is currently quoted on Nasdaq Capital Market under the symbol “AGRI” Trading in our common stock has historically lacked consistent volume, and the market price has been volatile.

On February 5, 2025 the closing price for our common stock as reported on the Nasdaq Capital Market was \$2.04 per share.

Securities outstanding and holders of record

On February 5, 2025, there were approximately 2,124 shareholders of record for our common stock and AGRI shares of our common stock issued and outstanding.

Dividend Policy

We have never paid any cash dividends on our common shares. However, we have paid common share dividends on our preferred stock. Our preferred stock was retired and there were no preferred shares outstanding after the IPO. We anticipate that we will retain funds and future earnings to support operations and to finance the growth and development of our business. Therefore, we do not expect to pay cash dividends on our common shares in the foreseeable future following this offering. Any future determination to pay cash dividends on our common shares will be at the discretion of our Board of Directors and will depend on our financial condition, results of operations, capital requirements and other factors that our Board of Directors deems relevant. In addition, the terms of any future debt or credit financings may preclude us from paying dividends.

Information respecting equity compensation plans

The Company adopted a stock option plan originally on December 12, 2018 (the “Option Plan”), as amended, under which the compensation committee of the Board (the “Compensation Committee”) may from time to time in its discretion, recommend changes to the Option Plan to grant to directors, officers, employees and consultants of the Company non-transferable options to purchase common shares (“Options”). The Board of Directors review recommendations and approve changes. As of the date of this filing, the Company has 545 Options outstanding, and 170,562 Options available for future issuances. The Option Plan was approved by the shareholders of the Company on June 10, 2019 as increased at our 2024 Annual Meeting.

The following table provides information with respect to options outstanding under our Plan as at December 31, 2024:

| Plan category | Number of securities to be issued upon exercise of outstanding options | Weighted-average exercise price of outstanding options | Number of securities remaining available for future issuance |
|--|--|--|--|
| Equity compensation plans approved by security holders | 545 | 3,810 | 170,562 |
| Equity compensation plans not approved by security holders | - | - | - |
| Total | 545 | 3,810 | 170,562 |

Recent Debt Financing

On June 30, 2022, the Company entered into security purchase agreements with certain accredited investors (the “Debenture Investors”) for the purchase of \$14,025,000 in convertible debentures (the “First Tranche Debentures”) due December 31, 2024. The Debentures were convertible into common shares at \$11,100.00 per share. The Convertible Debt Investors had the right to purchase additional tranches of \$5,000,000 each, up to a total additional principal amount of \$33,000,000. In addition, the Debenture Investors received 822 warrants at a strike price of \$12,210.00 which expire on December 31, 2025 (the “First Tranche Debenture Warrants”). The Debenture Warrants and Debentures each have down round provisions whereby the conversion and strike prices will be adjusted downward if the Company issues equity instruments at lower prices.

On January 17, 2023, the Debenture Investors purchased additional tranches totaling \$5,076,923 (the “Second Tranche Debentures”) and received 532 warrants (the “Second Tranche Debenture Warrants”). The Second Tranche Debentures and Debenture Warrants were issued with an exercise price of \$6,200.00 and expire on July 17, 2025. The issuance of the additional tranches triggered the down round provision, adjusting the exercise prices of the First Tranche Debentures and the First Tranche Debenture Warrants to \$6,200.00.

On October 18, 2023, a Debenture Investor purchased an additional tranche totaling \$2,750,000 in convertible debentures (the “Third Tranche Debentures”) and received 6,202 warrants (the “Third Tranche Debenture Warrants”). The Third Tranche Debentures and Debenture Warrants were issued with an exercise price of \$262.00 and expire on April 18, 2027. The issuance of the additional tranche further triggered the down round provision, adjusting the exercise prices of the First and Second Tranche Debentures as well as the First and Second Tranche Debenture Warrants to \$262.00.

On November 30, 2023, a Debenture Investor purchased an additional tranche totaling \$2,750,000 in convertible debentures (the “Fourth Tranche Debentures”) and received 19,861 warrants (the “Fourth Tranche Debenture Warrants”). The Fourth Tranche Debentures and Debenture Warrants were issued with an exercise price of \$90.00 and expire on May 30, 2027. The issuance of the additional tranche further triggered the down round provision, adjusting the exercise prices of the First, Second and Third Tranche Debentures as well as the First, Second and Third Tranche Debenture Warrants to \$90.00.

On February 21, 2024, a Convertible Debt Investor purchased an additional tranche of \$1,100,000 in convertible debentures (the “Fifth Tranche Debentures”) and received 33,411 warrants (the “Fifth Tranche Debenture Warrants”). The Fifth Tranche Debentures and Debenture Warrants were issued with an exercise price of \$21.40 and expire on August 21, 2027. The issuance of the additional tranche triggered the down round provision, adjusting the exercise prices of the First, Second, Third, and Fourth tranche of Debentures and the First, Second, Third, Fourth tranche of Debenture Warrants to \$21.40.

On April 11, 2024, a Debenture Investor purchased an additional tranche totaling \$550,000 in convertible debentures (the “Sixth Tranche Debentures”) and received 21,933 warrants (the “Sixth Tranche Debenture Warrants”). The Sixth Tranche Debentures and Debenture Warrants were issued with an exercise price of \$16.30 and \$18.00, respectively and expire on October 11, 2027. The issuance of the additional tranche triggered the down round provision, adjusting the conversion prices of the First, Second, Third, Fourth and Fifth Tranche Debentures and the exercise prices of the First, Second, Third, Fourth and Fifth Tranche Warrants to \$16.30.

On May 22, 2024, a Debenture Investor purchased an additional tranche totaling \$833,000 in convertible debentures (the “Seventh Tranche Debentures”) and received 54,145 warrants (the “Seventh Tranche Debenture Warrants”). The Seventh Tranche Debentures and Debenture Warrants were issued with an exercise price of \$10.00 and \$11.00, respectively and expire on November 22, 2027. The issuance of the additional tranche triggered the down round provision, adjusting the conversion prices of the First, Second, Third, Fourth, Fifth and Sixth Tranche Debentures and the exercise prices of the First, Second, Third, Fourth, Fifth and Sixth Tranche Warrants to \$10.00.

20

The First, Second, Third, Fourth, Fifth, Sixth, and Seventh Tranche Debentures (the “Debentures”) have an interest rate of 5% for the first 12 months, 6% for the subsequent 12 months, and 8% per annum thereafter. Principal repayments will be made in 25 equal installments which began on September 1, 2022 for the First Tranche Debentures, July 1, 2023 for the Second Tranche Debentures, January 1, 2024 for the Third Tranche Debentures, May 1, 2024 for the Fourth Tranche Debentures, August 1, 2024 for the Fifth tranche Debentures, October 1, 2024 for the Sixth Tranche Debentures and November 1, 2024 for the Seventh Tranche Debentures. The Debentures may be extended by nine months at the election of the Company by paying a sum equal to nine months interest on the principal amount outstanding at the end of the 18th month, at the rate of 8% per annum.

On January 16, 2025, the Company entered into security purchase agreements with certain accredited investors for the purchase of \$7,700,000 in convertible debentures (the “January 2025 debentures”) due January 16, 2026. The Debentures were convertible into common shares at \$2.62 per share. The Convertible Debt Investors had the right to purchase additional tranches up to a total additional principal amount of \$42,300,000. In addition, the accredited investors received 1,910,306 warrants at a strike price of \$2.882 which expire on July 16, 2028 (the “January 2025 Debenture Warrants”). The Debenture Warrants and Debentures each have down round provisions whereby the conversion and strike prices will be adjusted downward if the Company issues equity instruments at lower prices.

Intellectual Property

The Company’s intellectual property rights are important to its business. In accordance with industry practice, the Company protects its proprietary products, technology and its competitive advantage through a combination of contractual provisions and trade secret, copyright and trademark laws in Canada, the United States and in other jurisdictions in which it conducts its business. The Company also has confidentiality agreements, assignment agreements and license agreements with employees and third parties, which limit access to and use of its intellectual property.

Operations

The Company primary operating activities are in Ohio and Alberta Canada. The Company’s head office is located in Vancouver, Canada.

Description of Property

The Company currently leases office space at 800-525 West 8th Avenue Vancouver, BC V5Z 1C6 as its principal office. The Company believes the office is in good condition and satisfy its current operational requirements.

Litigation

We are subject to the legal proceeding and claims described in detail in “Note 17. Commitments and Contingencies” to the audited financial statements included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2023. Although the results of litigation and claims cannot be predicted with certainty, as of the date of this prospectus, we do not believe the outcome of such legal proceeding and claims, if determined adversely to us, would be reasonably expected to have a material adverse effect on our business. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

21

Corporate Governance

The business and affairs of our Company are managed under the direction of the Board of Directors.

Term of Office

Directors serve until the next annual meeting and until their successors are elected and qualified. Officers are appointed to serve until the Company requires them to be replaced.

Director Independence

We use the definition of “independence” of The NASDAQ Stock Market to make this determination. We are not yet listed on NASDAQ, and although we use its definition of “independence,” its rules are inapplicable to us until such time as we become listed on NASDAQ. NASDAQ Listing Rule 5605(a)(2) provides that an “independent director” is a person other than an officer or employee of our Company or any other individual having a relationship which, in the opinion of the Board of Directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ rules provide that a director cannot be considered independent if:

- the director is, or at any time during the past three years was, an employee of our Company;
- the director or a family member of the director accepted any compensation from our Company in excess of \$120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- a family member of the director is, or at any time during the past three years was, an executive officer of our Company;
- the director or a family member of the director is a partner in, controlling shareholder of, or an executive officer of an entity to which our Company made, or from which our Company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or \$200,000, whichever is greater (subject to certain exclusions);
- the director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of our Company served on the compensation committee of such other entity; or
- the director or a family member of the director is a current partner of our Company's outside auditor, or at any time during the past three years was a partner or employee of our Company's outside auditor, and who worked on our Company's audit.

Under the following three NASDAQ director independence rules a director is not considered independent: (a) NASDAQ Rule 5605(a)(2)(A), a director is not considered to be independent if he or she also is an executive officer or employee of the corporation, (b) NASDAQ Rule 5605(a)(2)(B), a director is not considered independent if he or she accepted any compensation from our Company in excess of \$120,000 during any period of twelve consecutive months within the three years preceding the determination of independence, and (c) NASDAQ Rule 5605(a)(2)(D), a director is not considered to be independent if he or she is a partner in, or a controlling shareholder or an executive officer of, any organization to which our Company made, or from which our Company received, payments for property or services in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenues for that year, or \$200,000. Under such definitions, we have six independent directors.

Family Relationships

There are no family relationships among any of the directors and executive officers.

Board Committees

Our Board has established the following three standing committees: audit committee; compensation committee; and nominating and governance committee, or nominating committee. Our board of directors has adopted written charters for each of these committees. Copies of the charters will be available on our website. Our board of directors may establish other committees as it deems necessary or appropriate from time to time.

22

Audit Committee

Our Audit Committee is comprised of at least three individuals, each of whom are independent director and at least one of whom will be an "audit committee financial expert," as defined in Item 407(d)(5)(ii) of Regulation S-K. Our audit committee is currently comprised of Richard Levychin, John Meekison and Amy Griffith who are independent, and Mr. Levychin is our financial expert.

Our Audit Committee will oversee our corporate accounting, financial reporting practices and the audits of financial statements. For this purpose, the Audit Committee will have a charter (which will be reviewed annually) and perform several functions. The Audit Committee will:

- evaluate the independence and performance of, and assess the qualifications of, our independent auditor and engage such independent auditor;
- approve the plan and fees for the annual audit, quarterly reviews, tax and other audit-related services and approve in advance any non-audit service to be provided by our independent auditor;
- monitor the independence of our independent auditor and the rotation of partners of the independent auditor on our engagement team as required by law;
- review the financial statements to be included in our future Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q and review with management and our independent auditor the results of the annual audit and reviews of our quarterly financial statements; and
- oversee all aspects our systems of internal accounting control and corporate governance functions on behalf of the Board of Directors.

Compensation Committee

Our Compensation Committee comprises of at least three individuals, each of whom will be an independent director, Our Compensation committee is currently comprised of David Welch (Chair), Amy Griffith and Margaret Honey and who are independent.

The Compensation Committee will review or recommend the compensation arrangements for our management and employees and also assist our Board of Directors in reviewing and approving matters such as company benefit and insurance plans, including monitoring the performance thereof. The Compensation Committee will have a charter (which will be reviewed annually) and perform several functions.

The Compensation Committee will have the authority to directly engage, at our expense, any compensation consultants or other advisers as it deems necessary to carry out its responsibilities in determining the amount and form of employee, executive and director compensation.

Nominating and Corporate Governance Committee

Our Nominating and Corporate Governance Committee is comprised of at least three individuals, each of whom will be an independent director. Currently Amy Griffith (Chair), Elaine Goldwater and Margaret Honey are members of the committee.

The NC&G Committee is charged with the responsibility of reviewing our corporate governance policies and with proposing potential director nominees to the Board of Directors for consideration. This committee also has the authority to oversee the hiring of potential executive positions in our Company. The NC&G Committee also has a charter, which is to be reviewed annually.

23

Item 11. Executive Compensation

| Name & Principal Position | Year | Salary | Bonus | Share-Based Awards ^c | Option-Based Awards | All Other Compensation | Total Compensation |
|--|------|---------|-------|---------------------------------|---------------------|------------------------|--------------------|
| Jolie Kahn | 2024 | 312,611 | - | 25,000 | - | - | 337,611 |
| Chief Executive Officer | 2023 | - | - | - | - | - | - |
| Richard S. Wong, | 2024 | 260,166 | - | 41,066 | - | 1,793 | 303,025 |
| Chief Financial Officer | 2023 | 264,041 | - | 179,004 | 42,148 | 1,793 | 486,986 |
| Mauro Pennella | 2024 | 255,512 | - | 54,753 | - | 1,793 | 312,058 |
| Chief Marketing Officer, President AgriFORCE™ Brands | 2023 | 259,317 | - | 158,105 | 25,544 | 1,793 | 444,759 |
| Troy T. McClellan, | 2024 | 56,782 | - | - | - | 138 | 56,920 |
| Former President Design & Construction | 2023 | 231,755 | - | 74,091 | - | 1,656 | 307,502 |

(a) Some share-based awards were issued net of income taxes. The Company repurchased shares on the issuance date to remit as income taxes to the appropriate government revenue service agencies.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The following table sets forth information known to us regarding the beneficial ownership of our common stock as of February 6, 2025 by:

- each person known to us to be the beneficial owner of more than 5% of our outstanding common stock;
- each of our executive officers and directors; and
- all of our executive officers and directors as a group.

| | Common shares | Options Granted vested within 60 days of February 6, 2025 | Warrants | Total | Percentage beneficially owned |
|---|---------------|--|----------|-------|-------------------------------------|
| Directors and Officers: | | | | | |
| Jolie Kahn | 1,266 | - | - | 1,266 | 0.1% |
| Richard Wong | 2,343 | 211 | - | 2,554 | 0.1% |
| Mauro Pennella | 4,253 | 135 | - | 4,388 | 0.3% |
| John Meekison | 9 | 43 | - | 52 | 0.0% |
| David Welch | 10 | 42 | - | 52 | 0.0% |
| Amy Griffith | - | 37 | - | 37 | 0.0% |
| Richard Levychin | - | 37 | - | 37 | 0.0% |
| Elaine Goldwater | - | - | - | - | -% |
| Troy McClellan (Former President Design & Construction) | - | - | - | - | -% |
| Margaret Honey (Former Director) | - | - | - | - | -% |
| Total all officers and directors (10 persons) | 7,881 | 505 | - | 8,386 | 0.5% |
| 5% or Greater Beneficial Owners | | | | | |
| - | - | - | - | - | - |

Item 13. Certain Relationships and Related Transactions, and Director Independence

We have adopted a written related-person transactions policy that sets forth our policies and procedures regarding the identification, review, consideration and oversight of “related-party transactions.” For purposes of our policy only, and not for purposes of required disclosure, which will be all related party transactions, even if less than \$120,000, a “related-party transaction” is a transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which we and any “related party” are participants involving an amount that exceeds \$120,000.

Transactions involving compensation for services provided to us as an employee, consultant or director are not considered related-person transactions under this policy. A related party is any executive officer, director or a holder of more than five percent of our common shares, including any of their immediate family members and any entity owned or controlled by such persons.

At present, we have appointed three independent directors to the Nominating and Corporate Governance Committee. As a result, our Chief Financial Officer, Richard Wong, must present information regarding a proposed related-party transaction to the Nominating and Corporate Governance Committee. Under the policy, where a transaction has been identified as a related-party transaction, Mr. Wong must present information regarding the proposed related-party transaction to our Nominating and Corporate Governance Committee, once the same is established, for review. The presentation must include a description of, among other things, the material facts, the direct and indirect interests of the related parties, the benefits of the transaction to us and whether any alternative transactions are available. To identify related-party transactions in advance, we rely on information supplied by our executive officers, directors and certain significant shareholders. In considering related-party transactions, our Nominating and Corporate Governance Committee takes into account the relevant available facts and circumstances including, but not limited to:

- whether the transaction was undertaken in the ordinary course of our business;
- whether the related party transaction was initiated by us or the related party;
- whether the transaction with the related party is proposed to be, or was, entered into on terms no less favorable to us than terms that could have been reached with an unrelated third party;
- the purpose of, and the potential benefits to us from the related party transaction;
- the approximate dollar value of the amount involved in the related party transaction, particularly as it relates to the related party;
- the related party’s interest in the related party transaction, and

- any other information regarding the related party transaction or the related party that would be material to investors in light of the circumstances of the particular transaction.

The Nominating and Corporate Governance Committee shall then make a recommendation to the Board, which will determine whether or not to approve of the related party transaction, and if so, upon what terms and conditions. In the event a director has an interest in the proposed transaction, the director must recuse himself or herself from the deliberations and approval.

Except as set forth below, we have not had any related party transactions, regardless of dollar amount:

As of December 31, 2024, \$600,000 (December 31, 2023, \$57,561) in total was owing to officers and directors or to companies owned by officers and directors of the Company for services and expenses. These amounts owing have been included in accounts payable and accrued liabilities.

During the year ended December 31, 2024 and 2023, the Company incurred \$58,445 and \$8,213, respectively, to our U.S. general counsel firm, Enso Law against legal services, a corporation controlled by a director of the Company. Annual Report on Form 10-K.

| Name | Age | Position | Served Since |
|----------------------------|-----|--|---------------|
| David Welch | 43 | Executive Chairman, Director, Compensation committee Chair, and M&A Committee Member | December 2017 |
| William J. Meekison | 60 | Director, Audit Committee, Compensation Committee, and M&A Committee Chair | June 2019 |
| Richard Levychin | 65 | Director, Audit Committee Chair, M&A Committee Member | July 2021 |
| Amy Griffith | 52 | Director, Governance Committee Chair and Compensation Committee Member | July 2021 |
| Elaine Goldwater | 53 | Director, Audit Committee Member and Governance Committee Member | October 2023 |
| Jolie Kahn | 60 | Chief Executive Officer | February 2024 |
| Chris Polimeni | 58 | Chief Financial Officer | October 2018 |

Directors serve until the next annual meeting and until their successors are elected and qualified. Officers are appointed to serve for one year until the meeting of the Board of Directors following the annual meeting of shareholders and until their successors have been elected and qualified.

David Welch, Chairman of the Board, Director, Compensation Committee Chair, M&A Committee member

Mr. Welch is a founding partner at ENSO LAW, LLP, a Los Angeles based Intellectual Property and Regulatory law firm. He has a broad base of experience in representing US, Canadian and Mexican corporate clients in the areas of litigation, intellectual property and government regulatory advisement and defense. Mr. Welch has represented recognizable businesses in the agriculture and food services space in Federal Court, California state courts and before the USPTO and TTAB. Mr. Welch has also argued before the California Supreme Court and the US 9th Circuit Court of Appeals on constitutional issues related to preemption and the application of US law to various companies. Mr. Welch obtained his Juris Doctorate degree from Loyola Law School with an emphasis in international trade and has received various accolades for his work in intellectual property and regulatory law, including Top 40 under 40 by the Daily Journal; National Law Journal Intellectual Property Trail Blazer, and Super Lawyers from 2013 until 2023. In his business ventures, Mr. Welch is a registered aquaculturist and farmer focusing on sustainable and regenerative agricultural practices. He is suited to serve as a director due to his long-standing experience in international intellectual property, agriculture and business.

25

William John Meekison, Director, Audit Committee, and M&A Committee Chair

Mr. Meekison is a career Chief Financial Officer and former investment banker. He has spent the last fifteen years serving in a variety of executive management and CFO roles with both private and public companies, currently as the CFO of Exro Technologies Inc. (since October 2017), a technology company in the emobility sector. He is currently on the board of Telo Genomics Corp. (since July 2018) and Adven Inc. (since April 2021). Prior to his position at Exro Technologies Inc. and other CFO roles, Mr. Meekison spent fifteen years in corporate finance with a focus on raising equity capital for North American technology companies, including nine years at Haywood Securities Inc. Mr. Meekison received his Bachelor of Arts from the University of British Columbia and is a Chartered Professional Accountant, Professional Logistician and Certified Investment Manager. Mr. Meekison also holds the NACD.DC certification as a member of the National Association of Corporate Directors. He is suited to serve as a director due to his long time experience as a CFO.

Richard Levychin, Director, Audit Committee Chair, M&A Committee Member

Richard Levychin, CPA, CGMA, is a Partner in Galleros Robinson's Commercial Audit and Assurance practice where he focuses on both privately and publicly held companies. Prior to taking this position in October 2018, Richard was the managing partner of KBL, LLP, a PCAOB certified independent registered accounting firm, since 1994. Mr. Levychin has over 25 years of accounting, auditing, business advisory services and tax experience working with both privately owned and public entities in various industries including media, entertainment, real estate, manufacturing, not-for-profit, technology, retail, technology, and professional services. His experience also includes expertise with SEC filings, initial public offerings, and compliance with regulatory bodies. As a business adviser, he advises companies, helping them to identify and define their business and financial objectives, and then provides them with the on-going personal attention necessary to help them achieve their established goals. Mr. Levychin is well suited to serve on our Board due to his decades of experience as the managing partner of a PCAOB certified independent registered accounting firm, which included decades of expertise with SEC filings and initial public offerings.

Amy Griffith, Director, Governance Committee Chair and Audit Committee Member

Ms. Griffith served as Head, Government Relations & External Affairs for McCain Foods - North America. She is responsible for the North America ("NA") Public Affairs strategy and provides strategic leadership and direction on behalf of McCain with policymakers in the United States and Canada. She leads external communications and stakeholder management. Previously, she was the Group Director for the North America Operating unit of the Coca-Cola Company, in this capacity she oversaw public affairs, government relations, sustainability and communications in Canada and the Northeastern United States. Previously, she served as Wells Fargo's State & Local Government Relations Senior Vice President. She was recruited to Wells Fargo's Government Relations and Public Policy team in 2019. In this role, Griffith led Wells Fargo's legislative and political agenda in her region and managed relationships with state and local policymakers and community stakeholders. Ms. Griffith is a director of Ocean Biomedical, Inc. From 2008-2019, Ms. Griffith led government relations for sixteen states in the Eastern United States for TIAA for over a decade. Prior to that, she worked in the aerospace, high tech, education, private and public sectors, and has managed multiple high-profile political campaigns at the local, state and national level. Griffith is active in her community and has co-chaired The Baldwin School Golf Outing to raise funds for girls' athletics programs. She is a graduate of Gwynedd-Mercy College and holds a Bachelor of Arts in History. Ms. Griffith is well qualified to serve as a director due to her significant experience in government relations, policy and regulatory agencies as well as decades of experience working with companies in both the private and public sectors.

Elaine Goldwater, Director, Compensation Committee Member, and Governance Committee Member

Elaine Goldwater is an executive in the Bio-Pharmaceutical Industry. She is the Senior Director of Marketing, Endocrinology at Recordati Rare Diseases. Prior to Recordati Rare Diseases she was at Merck. Elaine offers 20 plus years of experience creating and launching complex global marketing strategies in the competitive pharmaceutical industry, she offers a talent for guiding informed decision-making, leading strategic planning and strategic operations, and delivering double-digit growth and transform across high-value product portfolios. Her expertise includes deep knowledge of the product lifecycle from pre-clinical/early-stage development through launch, loss of exclusivity (LOE), line-extension, and late lifecycle products. In addition, Elaine's mastery of country and global operations is leveraged with a background in building market archetypes, shared best practices, and profitable strategy and execution models. She drives end to end commercial strategy creation and execution through a collaborative cross functional

process that delivers above brand performance driving to growing net revenue and ensuring patient access.

Jolie Kahn, Chief Executive Officer

Jolie Kahn has an extensive background in corporate finance and management and corporate and securities law. She has been the proprietor of Jolie Kahn, Esq. since 2002 and still practices law on a limited basis, including serving as U.S. securities counsel for the Company. Ms. Kahn has also acted in various corporate finance roles, including extensive involvement of preparation of period filings and financial statements and playing an integral part in public company audits. She also works with companies and hedge funds in complex transactions involving the structuring and negotiation of multi-million-dollar debt and equity financings, mergers, and acquisitions. Ms. Kahn has practiced law in the areas of corporate finance, mergers & acquisitions, reverse mergers, and general corporate, banking, and real estate matters. She has represented both public and private companies, hedge funds, and other institutional investors in their role as investors in public companies. She served as Interim CFO of GlucoTrack, Inc. from 2019 – 2023 and has served, on a part time basis, as CFO of Ocean Biomedical, Inc. since February 2024. Ms. Kahn holds a BA from Cornell University and a J.D. magna cum laude from the Benjamin N. Cardozo School of Law.

Chris Polimeni, Chief Financial Officer

Chris Polimeni has more than 30 years of extensive financial and operational expertise. Since 2020, he has served as President and CEO of Polimeni & Associates, Inc., a financial consulting firm specializing in fractional CFO services, debt and equity capital raises, SEC reporting, mergers and acquisitions, internal control evaluations, reorganizations, and technology strategic planning. Prior to that, he served as Executive Vice President, CFO/COO of Accelerate360 Holdings, LLC and its subsidiary, a360 Media, LLC (formerly American Media, LLC) for 15 years, where he played a key role in acquisitions, corporate finance, SEC reporting, and corporate management.

Corporate Governance

The business and affairs of our Company are managed under the direction of the Board of Directors.

Director Independence

We use the definition of “independence” of The NASDAQ Stock Market to make this determination. We are not yet listed on NASDAQ, and although we use its definition of “independence,” its rules are inapplicable to us until such time as we become listed on NASDAQ. NASDAQ Listing Rule 5605(a)(2) provides that an “independent director” is a person other than an officer or employee of our Company or any other individual having a relationship which, in the opinion of the Board of Directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ rules provide that a director cannot be considered independent if:

- the director is, or at any time during the past three years was, an employee of our Company;
- the director or a family member of the director accepted any compensation from our Company in excess of \$120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- a family member of the director is, or at any time during the past three years was, an executive officer of our Company;
- the director or a family member of the director is a partner in, controlling shareholder of, or an executive officer of an entity to which our Company made, or from which our Company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient’s consolidated gross revenue for that year or \$200,000, whichever is greater (subject to certain exclusions);
- the director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of our Company served on the compensation committee of such other entity; or
- the director or a family member of the director is a current partner of our Company’s outside auditor, or at any time during the past three years was a partner or employee of our Company’s outside auditor, and who worked on our Company’s audit.

Under the following three NASDAQ director independence rules a director is not considered independent: (a) NASDAQ Rule 5605(a)(2)(A), a director is not considered to be independent if he or she also is an executive officer or employee of the corporation, (b) NASDAQ Rule 5605(a)(2)(B), a director is not considered independent if he or she accepted any compensation from our Company in excess of \$120,000 during any period of twelve consecutive months within the three years preceding the determination of independence, and (c) NASDAQ Rule 5605(a)(2)(D), a director is not considered to be independent if he or she is a partner in, or a controlling shareholder or an executive officer of, any organization to which our Company made, or from which our Company received, payments for property or services in the current or any of the past three fiscal years that exceed 5% of the recipient’s consolidated gross revenues for that year, or \$200,000. Under such definitions, we have four independent directors.

Family Relationships

There are no family relationships among any of the directors and executive officers.

Board Committees

Our Board has established the following three standing committees: audit committee; compensation committee; and nominating and governance committee, or nominating committee. Our board of directors has adopted written charters for each of these committees. Copies of the charters will be available on our website. Our board of directors may establish other committees as it deems necessary or appropriate from time to time.

Audit Committee

Our Audit Committee is comprised of at least three individuals, each of whom are independent director and at least one of whom will be an “audit committee financial expert,” as defined in Item 407(d)(5)(ii) of Regulation S-K. Our audit committee is currently comprised of Richard Levychin (Chair), John Meekison and Amy Griffith, who are independent, and Mr. Levychin is our financial expert.

Our Audit Committee will oversee our corporate accounting, financial reporting practices and the audits of financial statements. For this purpose, the Audit Committee will have a charter (which will be reviewed annually) and perform several functions. The Audit Committee will:

- evaluate the independence and performance of, and assess the qualifications of, our independent auditor and engage such independent auditor;

- approve the plan and fees for the annual audit, quarterly reviews, tax and other audit-related services and approve in advance any non-audit service to be provided by our independent auditor;
- monitor the independence of our independent auditor and the rotation of partners of the independent auditor on our engagement team as required by law;
- review the financial statements to be included in our future Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q and review with management and our independent auditor the results of the annual audit and reviews of our quarterly financial statements; and
- oversee all aspects our systems of internal accounting control and corporate governance functions on behalf of the Board of Directors.

Compensation Committee

Our Compensation Committee comprises of at least three individuals, each of whom will be an independent director. Our Compensation committee is currently comprised of David Welch (Chair), Elaine Goldwater, and John Meekison, who are independent.

The Compensation Committee will review or recommend the compensation arrangements for our management and employees and also assist our Board of Directors in reviewing and approving matters such as company benefit and insurance plans, including monitoring the performance thereof. The Compensation Committee will have a charter (which will be reviewed annually) and perform several functions.

The Compensation Committee will have the authority to directly engage, at our expense, any compensation consultants or other advisers as it deems necessary to carry out its responsibilities in determining the amount and form of employee, executive and director compensation.

Nominating and Corporate Governance Committee (the "N&CG Committee")

Our N&CG Committee is comprised of at least three individuals, each of whom will be an independent director. Currently Amy Griffith (Chair), Richard Levychin and Elaine Goldwater are members of the committee.

The NC&G Committee is charged with the responsibility of reviewing our corporate governance policies and with proposing potential director nominees to the Board of Directors for consideration. This committee also has the authority to oversee the hiring of potential executive positions in our Company. The NC&G Committee also has a charter, which is to be reviewed annually.

DESCRIPTION OF OUR SECURITIES

General

We have authorized unlimited common shares and preferred shares.

Common Shares

As of April 25, 2025, we had 1,953,643 common shares issued and outstanding.

Voting

The holders of the common shares are entitled to one vote for each share held at all meetings of shareholders (and written actions in lieu of meeting). There is no cumulative voting. The holders of common shares are entitled to dividends when and as declared by the Board of Directors from funds legally available therefor, and upon liquidation are entitled to share pro rata in any distribution to holders of common shares. There are no preemptive, conversion or redemption privileges, nor sinking fund provisions with respect to the common shares.

Warrants

As of the date of this prospectus, the Company has issued and outstanding warrants to purchase 2,478,969 shares of the Company's common stock on the terms set forth below.

| Securities Class | Number of issuable shares upon exercise of warrants | Expiry | Conversion feature |
|--|---|-------------------|---|
| \$37,500.00 Common Share Warrants Tranche 1 | 313 | May 2, 2025 | Each warrants entitles holder to purchase One common share within 5 years, and is accelerated to 30 days expiry when stock trades for a minimum of \$57,000.00 for 10 consecutive days |
| \$37,500.00 Common Share Warrants Tranche 2 | 196 | May 10, 2025 | Each warrants entitles holder to purchase One common share within 5 years, and is accelerated to 30 days expiry when stock trades for a minimum of \$57,000.00 for 10 consecutive days |
| \$1.99 Common Share Warrants from convertible debentures | 822 | December 31, 2025 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (June 30, 2022). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 533 | July 17, 2026 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (January 17, 2023). There is a down round provision that adjusts the strike price based on certain future events. |
| \$2,500.00 Private Placement Warrants | 200 | June 20, 2025 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (June 20, 2023). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 6,203 | April 18, 2027 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (October 18, 2023). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 19,862 | May 30, 2027 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (November 30, 2023). There is a down round provision that adjusts the strike price based on certain future events. |

| | | | |
|--|------------------|--------------------|---|
| \$1.99 Common Share Warrants from Convertible Debentures | 33,412 | August 21, 2027 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (February 21, 2024). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 21,933 | October 11, 2027 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (April 11, 2024). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 54,145 | November 22, 2027 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (May 22, 2024). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 1,910,191 | July 16, 2028 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (January 16, 2025). There is a down round provision that adjusts the strike price based on certain future events. |
| \$1.99 Common Share Warrants from Convertible Debentures | 431,159 | September 21, 2028 | Each warrant entitles holder to purchase One common share within 42 months of the issuance date of the warrant (March 21, 2025). There is a down round provision that adjusts the strike price based on certain future events. |
| TOTAL | 2,478,969 | | |

30

JANUARY 2025 DEBENTURES AND SELLING STOCK HOLDERS TABLE

On January 16, 2025, AgriFORCE Growing Systems, Ltd. (the “Company”) entered into a Securities Purchase Agreement (“SPA”) with institutional investors (“Investors”) with an initial purchase of \$7.7 million principal amount of debentures (“Debentures”) and accompanying warrants (“Warrants”) and up to an additional \$42.3 million principal amount of Debentures and accompanying Warrants. Under the SPA, the Company has received an initial amount of \$7.0 million (gross of fees which will be deducted from that amount) on January 16, 2025 and has the right to receive up to an additional aggregate of \$42.3 million principal amount, in one or multiple tranches, subject to certain conditions, at then-current market prices. The SPA contains industry standard representations and warranties and negative covenants, including, but not limited to, limitations upon the amounts of indebtedness and other securities which may be incurred and issued by the Company under certain circumstances as set forth in the SPA.

The initial conversion price of the Debentures is \$2.62 per share. The Debentures are due in 12 months from January 16, 2025, which may be extended for an additional six month period by the Company by paying, at the end of the 12th month of the term of the Debentures, six months of interest at the rate of 8% per annum. The Debentures are subject to a 10% original issue discount and bear interest at 5% for the first 12 months, and 8% until maturity. The Debentures amortize over a 25 month period commencing on April 1, 2025, and the monthly amortization of the Debentures are payable in cash or stock thereafter at the option of the Company. The Company can only elect to pay the monthly amortization in stock if certain equity conditions, as set forth in the Debentures, are met, which include, but are not limited to, for each Trading Day in a period of 20 consecutive Trading Days prior to the applicable date in question, the daily trading volume for the Common Stock on the principal Trading Market exceeds \$750,000 per Trading Day, the Company is not in default of any of its obligations under the Debentures, there is an effective registration statement for the resale of shares issuable under the Debentures, and the Company is in compliance with all Nasdaq listing requirements. The Debentures contain commercially standard events of default and covenants and the like.

In addition, the Investors have received 3.5-year Warrants with 65% warrant coverage at an initial exercise price of \$2.882 per share, subject to customary adjustments, including a price ratchet (to the price of the new issuance) if it issues its common shares at a price less than the then in effect exercise price and are subject to standard pro rata dilution for reverse stock splits and the like. The Debentures have the same dilution protection as the Warrants.

Both the Debentures and Warrants contain exercise limitations upon an Investor beneficially owning more than either 4.99% or 9.99% of the Company’s common shares and also contain caps upon the total amount of common shares issuable upon conversion of the Debentures and exercise of the Warrants of 19.9% of the issued and outstanding shares of the Company at the time of the closing of the transactions, until shareholder approval of both the financing transaction, including all subsequent tranches of the financing, consistent with Nasdaq rules.

The Company has entered into a Registration Rights Agreement with the Investors to register the shares issuable upon conversion of the Debentures and exercise of the Warrants with a registration statement to be filed on Form S-1 no later than 30 days from January 16, 2025 (or any subsequent closing) and effective no later than 60 days from January 16, 2025 (or the date of any subsequent closing; or 90 days, if there is full SEC review). Penalties for missing those deadlines are equal to 2% of the subscription amount per month up to 10% of the subscription amount.

The Company’s obligations under the Debentures are secured by a first lien on the Company’s assets.

The Company’s subsidiaries have also entered into subsidiary guarantees pursuant to which each guarantees the performance of the Company of its obligations under the SPA and related instruments. Each of the officers and directors has also entered into a lockup agreement to not sell any common shares of the Company owned by each such person for one year from January 16, 2025 (subject to the ability to sell shares received by each as the result of an employment agreement at any time).

All of the Debentures and Warrants sold under the SPA are sold in private placement transactions exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended.

31

SELLING STOCKHOLDERS

The shares of common stock being offered by the selling stockholders are those issuable upon conversion of the Debentures and exercise of the Warrant, see above. We are registering the shares of common stock in order to permit the selling stockholders to offer the shares for resale from time to time. Except for the ownership of the common stock, Debentures and Warrants issued pursuant to the Securities Purchase Agreement, the selling stockholders have not had any material relationship with us within the past three years.

The table below lists the selling stockholders and other information regarding the beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder) of the shares of common stock held by each of the selling stockholders. The second column lists the number of shares of common stock beneficially owned by the selling stockholders, based on their respective ownership of shares of Debentures and Warrants, as of July 27, 2022, assuming exercise of the warrants held by each such selling stockholder on that date but taking account of any limitations on exercise set forth therein.

The third column lists the shares of common stock being offered by this prospectus by the selling stockholders and does not take in account any limitations on exercise of the Debentures and Warrants set forth therein.

In accordance with the terms of a registration rights agreement with the holders of the Debentures and Warrants, this prospectus generally covers the resale of the sum of (i) the number of shares of common stock into which the Debentures are convertible, and (ii) the maximum number of shares of common stock issuable pursuant to the Warrants, in each case, determined as if the outstanding Debentures and Warrants were converted/exercised in full (without regard to any limitations on exercise contained

therein) (collectively, the “Registrable Securities”) as of the trading day immediately preceding the date this registration statement was initially filed with the SEC. Because the conversion price of the Debentures and exercise price of the Warrants may be adjusted, the number of shares that will actually be issued may be more or less than the number of shares being offered by this prospectus. The fourth column assumes the sale of all of the shares offered by the selling stockholders pursuant to this prospectus.

Under the terms of the Debentures and Warrants, as applicable, a selling stockholder may not convert the Debentures and/or exercise the Warrants to the extent (but only to the extent) such selling stockholder or any of its affiliates would beneficially own a number of shares of our common stock which would exceed the applicable ownership percentage limitation (either 4.99% or 9.99%, which we refer to herein as the “blocker”) of the outstanding shares of the Company. The number of shares in the second column reflects these limitations. The selling stockholders may sell all, some or none of their shares in this offering. See “Plan of Distribution.”

| Name of Selling Stockholder | Number of Shares of Common Stock Owned Prior to Offering | Maximum Number of Shares of Common Stock to be Sold Pursuant to this Prospectus(2) | Number of Shares of Common Stock Owned After Offering |
|--------------------------------------|---|---|--|
| Pioneer Capital Anstalt(1) | - | 1,385,496 | - |
| Alto Opportunity Master Fund SPC (2) | - | 4,156,488 | - |
| Anson Investments, Master Fund (3) | - | 3,242,062 | - |
| Anson East Master Fund (4) | - | 914,428 | - |

- (1) Consists of 839,694 shares issuable upon conversion of the Debentures and 545,802 shares issuable upon exercise of the Warrants. Each of the Debentures and Warrants has a beneficial ownership blocker that precludes Pioneer from converting or exercising such instrument if such conversion or exercise would cause Pioneer’s beneficial ownership of the Company’s common stock to exceed 9.99%. Pioneer Capital Anstalt has an address at Drescheweg 2, 9490 Vaduz, Liechtenstein. Voting and dispositive control of securities owned by Pioneer is shared by its two directors, Nicola Feuerstein and Lucas Mair.
- (2) Consists of 2,519,084 shares issuable upon conversion of the Debentures and 1,637,404 shares issuable upon exercise of the Warrants. The address of the Selling Shareholder is c/o Ayrton Capital LLC, 55 Post Rd West, 2nd Floor, Westport, CT 06880. Ayrton Capital LLC, the investment manager to Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B, has discretionary authority to vote and dispose of the shares held by Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B and may be deemed to be the beneficial owner of these shares. Waqas Khatri, in his capacity as Managing Member of Ayrton Capital LLC, may also be deemed to have investment discretion and voting power over the shares held by Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B. Ayrton Capital LLC and Mr. Khatri each disclaim any beneficial ownership of these shares.
- (3) Consists of 1,964,886 shares issuable upon conversion of the Debentures and 1,277,176 shares issuable upon exercise of the Warrants. The shares are directly held by Anson Investments Master Fund LP (“Anson Investments”). Anson Advisors Inc. and Anson Funds Management LP, the co-investment advisers of Anson Investments, hold voting and dispositive power over the Ordinary Shares held by Anson Investments. Tony Moore is the managing member of Anson Management GP LLC, which is the general partner of Anson Funds Management LP. Moez Kassam and Amin Nathoo are directors of Anson Advisors Inc. Mr. Moore Mr. Kassam and Mr. Nathoo each disclaim beneficial ownership over these securities. The principal business address of Anson Investments is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.
- (4) Consists of 554,198 shares issuable upon conversion of the Debentures and 360,230 shares issuable upon exercise of the Warrants. The shares are directly held by Anson East Master Fund LP (“Anson East”). Anson Advisors Inc. and Anson Funds Management LP, the co-investment advisers of Anson East, hold voting and dispositive power over the Ordinary Shares held by Anson East. Tony Moore is the managing member of Anson Management GP LLC, which is the general partner of Anson Funds Management LP. Moez Kassam and Amin Nathoo are directors of Anson Advisors Inc. Mr. Moore Mr. Kassam and Mr. Nathoo each disclaim beneficial ownership over these securities. The principal business address of Anson East is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

PLAN OF DISTRIBUTION

We are registering the shares of common stock previously issued and the shares of common stock issuable upon conversion of the Debentures and exercise of the warrants to permit the resale of these shares of common stock by the holders of the common stock, Debentures, and warrants from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of common stock, although we will receive the exercise price of any Warrants not exercised by the selling stockholders on a cashless exercise basis. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

The selling stockholders may sell all or a portion of the shares of common stock held by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of common stock are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts or commissions or agent’s commissions. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing or settlement of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales made after the date the Registration Statement is declared effective by the SEC;
- broker-dealers may agree with a selling security holder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares of common stock under Rule 144 promulgated under the Securities Act of 1933, as amended, if available, rather than under this prospectus. In addition, the selling stockholders may transfer the shares of common stock by other means not described in this prospectus. If the selling stockholders effect such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of common stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. The selling stockholders may also sell shares of common stock short and deliver shares of common stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling stockholders may pledge or grant a security interest in some or all of the warrants or shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

To the extent required by the Securities Act and the rules and regulations thereunder, the selling stockholders and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of common stock is made, a prospectus supplement, if required, will be distributed, which will set forth the aggregate amount of shares of common stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling stockholders and any discounts, commissions or concessions allowed or re-allowed or paid to broker-dealers.

Under the securities laws of some states, the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling stockholder will sell any or all of the shares of common stock registered pursuant to the registration statement, of which this prospectus forms a part.

The selling stockholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling stockholders and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the shares of common stock.

We will pay all expenses of the registration of the shares of common stock pursuant to the registration rights agreement, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or “blue sky” laws; provided, however, a selling stockholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling stockholders against liabilities, including some liabilities under the Securities Act in accordance with the registration rights agreements or the selling stockholders will be entitled to contribution. We may be indemnified by the selling stockholders against civil liabilities, including liabilities under the Securities Act that may arise from any written information furnished to us by the selling stockholder specifically for use in this prospectus, in accordance with the related registration rights agreements or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

Listing

Our common shares and Series A warrants are traded on the Nasdaq Capital Market under the symbols “AGRI”.

LEGAL MATTERS

The validity of the issuance of the securities offered by this prospectus will be passed upon for us by Jolie Kahn, Esq. of New York, NY.

EXPERTS

The consolidated balance sheets of AgriFORCE Growing Systems Ltd. as of December 31, 2024 and December 31, 2023 and the related consolidated statements of comprehensive loss, changes in shareholders’ equity, and cash flows for the years then ended have been audited by Marcum LLP, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, along with other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC’s website at <http://www.sec.gov>. Our SEC filings are also available on our website, <https://www.agriforcegs.com> under the heading “Investors.” The information on this website is expressly not incorporated by reference into, and does not constitute a part of, this prospectus.

This prospectus is part of a registration statement on Form S-1 that we filed with the SEC to register the securities offered hereby under the Securities Act of 1933, as amended. This prospectus does not contain all of the information included in the registration statement, including certain exhibits and schedules. You may obtain the registration statement and exhibits to the registration statement from the SEC at the address listed above or from the SEC’s internet site.

INCORPORATION BY REFERENCE

This prospectus is part of a registration statement filed with the SEC. The SEC allows us to “incorporate by reference” into this prospectus the information that we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part

of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. The following documents are incorporated by reference and made a part of this prospectus:

- Annual Report on [Form 10-K](#) for the year ended December 31, 2024 filed on April 8, 2025;
- Current Reports on Form 8-K filed [January 16, 2025](#), [January 24, 2025](#), [January 30, 2025](#), [March 10, 2025](#) and [April 7, 2025](#) (8-K/A).
- Our Definitive Proxy Statement on [Schedule 14A](#) and accompanying additional proxy materials filed with the SEC on October 18, 2024;
- Our registration statement on [Form 8-A](#) filed on July 2, 2021.

We also incorporate by reference all additional documents that we file with the Securities and Exchange Commission under the terms of Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act that are made after the date of the initial registration statement but prior to effectiveness of the registration statement and after the date of this prospectus but prior to the termination of the offering of the securities covered by this prospectus. We are not, however, incorporating, in each case, any documents or information that we are deemed to furnish and not file in accordance with Securities and Exchange Commission rules.

You may request, and we will provide you with, a copy of these filings, at no cost, by calling us at (604) 757-0952 or by writing to us at the following address:

800-525 West 8th Avenue
Vancouver, BC
(Address of principal executive offices)

V5Z 1C6
(Zip Code)

35

AGRIFORCE GROWING SYSTEMS, LTD.

Common Stock

PROSPECTUS

_____, 2025

DEALER PROSPECTUS DELIVERY OBLIGATION

Until (insert date), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses payable by us in connection with the issuance and distribution of the securities being registered hereunder. All of the amounts to be shown (by amendment to this Prospectus) are estimates, except for the SEC Registration Fee.

| | | |
|-----------------------------------|-----------|---|
| SEC Registration Fee | \$ | |
| Printing Fees and Expenses | \$ | * |
| Accounting Fees and Expenses | \$ | * |
| Legal Fees and Expenses | \$ | * |
| Transfer Agent and Registrar Fees | \$ | * |
| Miscellaneous Fees and Expenses | \$ | * |
| Total | \$ | |

Paid with the filing of the original S-1.

* Unable to be determined at the present time in full.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Our bylaws, as amended, provide to the fullest extent permitted by Nevada law, that our directors or officers shall not be personally liable to us or our shareholders for damages for breach of such director's or officer's fiduciary duty. The effect of this provision of our bylaws, as amended, is to eliminate our right and our shareholders' right (through shareholders' derivative suits on behalf of our company) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior), except under certain situations defined by statute. We believe that the indemnification provisions in our bylaws, as amended, are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The Company had the following sales of unregistered securities during the three months ended December 31, 2024:

On October 15, 2024, we sold 160,000 shares to two institutional investors at a price per share of \$5.00 per share for total proceeds of \$800,000. The Shares were registered pursuant to a prospectus supplement on Form 424(b)(4) (to the Registrant's Prospectus, Registration No. 333-266722, dated August 18, 2022) filed with the SEC on the same day. Each institutional investor ("Purchaser") is entering into a securities purchase agreement for 400,000 or 8,000,000 common shares at \$0.05 per share. Pursuant to those agreements, the Right of Participation held by Purchaser under Section 4.12 of that certain Securities Purchase Agreement dated June 30, 2022 between the Company and the Purchaser is hereby extended to and including December 31, 2025. If the Company shall sell any shares of its Common Stock pursuant to any at-the-market offering or equity line of credit (however denominated), the Company shall use 25% of the net proceeds from any such sales to repay the principal on any outstanding Debentures (as such term is defined in the June 30, 2022 Securities Purchase Agreement) in accordance with the terms of such Debentures.

From November 7, 2024 through November 13, 2024, the Company issued shares for cash under its at-the-market offering ("ATM"). In total 376,863 shares were issued for gross proceeds of \$2,116,741.

Purchases of Equity Securities by the Issuer or Affiliated Purchasers

There were no repurchases of shares of common stock made during the year ended December 31, 2024.

Indemnification of Directors and Officers.

Our bylaws, as amended, provide to the fullest extent permitted by British Columbia law, that our directors or officers shall not be personally liable to us or our shareholders for damages arising from the performance of such director's or officer's duties. The effect of this provision of our bylaws, as amended, is to eliminate our right and our shareholders' rights (through shareholders' derivative suits on behalf of our Company) to recover damages against a director or officer arising from the performance of such director's or officer's duties, except under certain situations defined by statute. We believe that the indemnification provisions in our bylaws, as amended, are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-2

Item 16. Exhibits.

Exhibits

The exhibits listed below are filed or incorporated by reference as part of this Registration Statement on Form S-1.

| Exhibit Number | Description of Document |
|----------------|---|
| 3.1 | Articles of Incorporation and Bylaws of Issuer* |
| 4.1 | Form of Series A Warrant and Representatives Warrant**** |
| 4.2 | Amended and Restated Stock Option Plan – Form of Stock Option Certificate attached as Schedule A* |
| 4.3 | Form of Broker Compensation Warrant Certificate for \$1.00 warrants issued to brokers in connection in May 2019 in connection with \$1.00 preferred unit financing* |
| 5.1 | Opinion of Jolie Kahn, Esq. ***** |
| 10.1 | Vacant Land Purchase Agreement, dated July 13, 2020, between Company and Coachella Properties, Inc.* |
| 10.2 | Capital Funding Group-Commercial Loan Terms Sheet - Re Coachella 3837v2* |
| 10.3 | Commercial Loan Agreement with Alterna Bank-2020-04-30* |
| 10.4 | Vacant Land Offer Extension of Time Addendum Coachella-IM Signed* |
| 10.5 | Employment Agreement - Ingo Mueller** |
| 10.6 | Employment Agreement - Richard Wong** |
| 10.7 | Employment Agreement - Troy McClellan** |
| 10.8 | Employment Agreement – Mauro Pennella ** |
| 10.9 | Second Vacant Land Offer Extension of Time Addendum Coachella-IM Signed*** |
| 10.10 | Warrant Agent Agreement*** |
| 10.11 | Capital Funding Term Sheet dated February 5, 2021 **** |
| 10.12 | Extension of Land Purchase Agreement **** |
| 10.13 | Pharmhaus Termination Agreements ***** |
| 10.14 | Bridge Loan Agreement dated March 24, 2021***** |
| 10.15 | Bridge Note, dated March 24, 2021***** |
| 10.16 | Bridge Warrant, dated March 24, 2021***** |
| 10.17 | Asset Purchase Agreement – Manna Nutritional Group** |
| 10.18 | Definitive Agreement with Humboldt Bliss, Ltd** |
| 10.19 | Share Purchase Agreement with Delphy Groep B.V. ** |
| 10.20 | Binding LOI to Acquire Deroose Plants NV ** |
| 10.21 | License Agreement with Radical Clean Solutions Ltd. ** |
| 10.22 | Radical Clean Solutions Purchase Agreement |
| 10.23 | Redwater Alberta Canada Mining Acquisition Agreement ***** |
| 10.24 | Securities Purchase Agreement |
| 10.25 | Bald Eagle Mining, LLC Asset Purchase Agreement ***** |
| 14.1 | Code of Ethics** |
| 21.1 | List of Subsidiaries** |
| 23.1 | Consent of Marcum, LLP***** |
| 23.2 | Consent of Jolie Kahn, Esq.(included in Exhibit 5.1)***** |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |
| 107 | Filing Fees***** |

* Filed with our Registration Statement on Form S-1 filed with the Commission on December 16, 2020

** Filed with our Annual Report on 10-K filed with the Commission on March 30, 2022.
 *** Filed with Amendment No. 1 to our Registration Statement on Form S-1 filed with the Commission on January 20, 2021.
 **** Filed with Amendment No. 2 to our Registration Statement on Form S-1 filed with the Commission on March 3, 2021.
 ***** Filed with Amendment No. 3 to our Registration Statement on Form S-1 filed with the Commission on March 22, 2021.
 ***** Filed with Amendment No. 4 to our Registration Statement on Form S-1 filed with the Commission on June 3, 2021.
 ***** Filed with Amendment No. 5 to our Registration Statement on Form S-1 filed with the Commission on June 14, 2021.
 ***** Filed with our Current Report on Form 8-K filed with the Commission on July 6, 2022.
 ***** Filed with the Registration Statement on Form S-1 filed on August 1, 2022.
 ***** Filed with our Current Report on Form 8-K filed on September 26, 2022.
 ***** Filed with filing of original S-1.
 ***** Filed herewith

II-3

Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the registration statement is on Form S-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

II-4

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The registrant hereby undertakes that for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of

expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

II-5

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing Form S-1 and has duly caused this registration statement or Amendment thereto to be signed on its behalf by the undersigned, thereunto duly authorized, in Vancouver, BC, Canada, on April 25, 2025.

AGRIFORCE GROWING SYSTEMS, LTD.

By: /s/ Jolie Kahn
Name: Jolie Kahn
Title: Principal Executive Officer

By: /s/ Chris Polimeni
Name: Chris Polimeni
Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|----------------|
| <u>/s/ Jolie Kahn</u> Jolie Kahn | Executive Consultant (Principal Executive Officer) | April 25, 2025 |
| <u>/s/ Chris Polimeni</u> Chris Polimeni | Chief Financial Officer (Principal Financial and Accounting Officer) | April 25, 2025 |
| <u>/s/ John Meekison</u> John Meekison | Director | April 25, 2025 |
| <u>/s/ David Welch</u> David Welch | Director | April 25, 2025 |
| <u>/s/ Richard Levychin</u> Richard Levychin | Director | April 25, 2025 |
| <u>/s/ Amy Griffith</u> Amy Griffith | Director | April 25, 2025 |

II-6

General Assignment of Contract and Asset Purchase

THIS AGREEMENT is dated for reference the 28th day of November, 2024

BETWEEN: **AF Redwater, Inc.**, a company incorporated under the laws of the Province of Alberta, having its registered address at: c/o Jolie Kahn, 430 Park Avenue, 19th floor, NY, NY 10022 USA

(the "Assignee" or "Purchaser")

AND:

RIVOGENIX ENERGY CORP., a company incorporated under the laws of the Province of British Columbia, having its registered office located at 2489 Bellevue Ave, West Vancouver, British Columbia, V7V 1E1

(the "Assignor" or "Seller")

WHEREAS:

A. Immediately prior to the date hereof, the Assignor was a party to, and possessed rights in, two Asset Purchase Agreements, one with True North Data Solutions Ltd., dated November 18, 2024 (the "TNDS APA") and one with Comgen Power Solutions, Ltd., dated October 18, 2024 (the "CPS APA"), and with the executed and delivered General Assignment of Contract and other ancillary agreements entered into in connection with both, collectively, the "Assigned Agreements").

B. Pursuant to the Assigned Agreements the Assignor must deliver this Agreement to the Assignee on the closing of the transaction contemplated thereby (the "Closing Date").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignor and the Assignee covenant and agree as follows:

- (1) For the purposes of this Agreement:
 - (a) "Benefits" means the Contract, any and all benefits and advantages due or accruing due or at any time after the Closing Date coming due thereunder or any extensions or renewals thereof, and the benefit of all covenants, representations and warranties in respect thereof;
 - (b) "Contract" means the Assigned Agreements; "
- (2) As and from the Closing Date, the Assignor hereby grants, assigns, transfers, and sets over absolutely and unconditionally unto the Assignee all of the Assignor's right, title and interest both at law and in equity in and to the Contract and Benefits.
- (3) The Assignor agrees that the Assignee is to have and to hold the Contract and Benefits for its sole use and benefit forever.
- (4) The Assignor represents and warrants to the Assignee that:
 - (a) the Assignor has full right and authority to assign the Contract and Benefits as contemplated hereby;
 - (b) the Assignor's interests under the Contract are free and clear of all liens, charges, encumbrances and judgments of any nature or kind whatsoever; and
 - (c) the Contract is good, valid, and subsisting and the Assignor has observed and performed each and every covenant, agreement and obligation of the Assignor under the Contract required to be observed or performed by it to the Closing Date.

- (d) the representations and warranties on Schedule (4) are true, complete and correct, and all capitalized terms thereon are used as defined in the Contract.
- (5) The Assignor will indemnify, defend and save harmless the Assignee from and against any and all actions, suits, losses, damages and expenses which the Assignee may suffer or incur or be put to by reason of any of the warranties or representations set forth in section (4) of this Agreement being untrue or incorrect.
- (6) As and from the Closing Date, the Assignee assumes and agrees to observe, perform, be bound by and be liable under, as an obligation of the Assignee, each and every covenant, agreement and obligation of the Assignor under the Contract required to be observed or performed on or after the Closing Date, and hereby agrees to indemnify, defend and save harmless the Assignor from and against any and all actions, suits, losses, damages and expenses which the Assignor may suffer or incur or be put to by reason of the failure of the Assignee to do any of the same on or after the Closing Date.
- (7) The Assignor expressly authorizes the Assignee to collect, demand, sue for, enforce, recover, and receive, dispose of, realize or enforce the Contract as the Assignee may deem advisable and without prejudice to any rights which the Assignee may have against the Assignor.
- (8) This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- (9) The invalidity or unenforceability of any provision of this Agreement or any part thereof shall not affect the validity or enforceability of the remainder of this Agreement or such provision.
- (10) This Agreement shall be governed by and construed in accordance with the law of Alberta.
- (11) The Assignor represents and warrants that it has the consent of each seller/assignor under each of the TNDS APA and the CPS APA to enter into this Agreement and that the Contract is enforceable against each seller under each of the TNDS and CPS as if Assignee were the Assignee.
- (12) Assignor also at the time of closing executes and delivers the bill of sale attached hereto as Exhibit (12).

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

RIVOGENIX ENERGY CORP

Per: 
 DC601391A8BD453...

Authorized signatory

AF REDWATER, INC.

Per: 
 1C94FC5EDA784F4...

Authorized signatory

SCHEDULE (4)

The Vendor represents and warrants to the Purchaser that the statements contained in this Schedule (4) are true and correct as of the date hereof.

Section 1.01 Corporate Status and Extra-Provincial Registrations of the Vendor

The Vendor is a corporation incorporated and validly existing under the Law of the Province of British Columbia and has not been discontinued or dissolved under such Law. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. The Vendor has the corporate power and capacity to own, operate or lease the Purchased Assets. The Vendor is duly licensed or registered to carry on business in each jurisdiction in which the ownership of the Purchased Assets makes such licensing or registration necessary.

Section 1.02 Authority of the Vendor

The Vendor has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which the Vendor is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Vendor of this Agreement and any other Transaction Document to which the Vendor is a party, the performance by the Vendor of its obligations hereunder and thereunder and the consummation by the Vendor of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Vendor. This Agreement has been duly executed and delivered by the Vendor, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms. When each other Transaction Document to which the Vendor is or will be a party has been duly executed and delivered by the Vendor (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of the Vendor enforceable against it in accordance with its terms.

Section 1.03 No Conflicts; Consents

The execution, delivery and performance by the Vendor of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

- (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, by-laws or any unanimous shareholder agreement of the Vendor;
- (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Vendor or the Purchased Assets;
- (c) require the consent, notice or other action by any Person, including but not limited to the original sellers of the Purchased Assets under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Assigned Contract or Permit to which the Vendor is a party or by which the Vendor is bound or to which any of the Purchased Assets are subject (including any Assigned Contract);

- (d) require the consent of the Vendor's shareholders; or
- (e) result in the creation or imposition of any Encumbrance on the Purchased Assets.

No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendor in connection with the execution and delivery of this Agreement or any of the other Transaction Documents.

Section 1.04 Title to Purchased Assets

The Vendor has good and valid title to all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances.

Section 1.05 Condition and Sufficiency of Assets

The Facility, the Miners, Equipment and the Plant are, as applicable, structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of the Facility, the Miners or the Plant, including all parts, components, accessories and attachments thereto, are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

Section 1.06 Assigned Contracts

Each Assigned Contract is valid and binding on the Vendor in accordance with its terms and is in full force and effect. None of the Vendor or, to the Vendor's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Assigned Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to the Purchaser. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.

Section 1.07 Technology

- (a) The Vendor either owns or holds valid leases, licences, services agreements, and/or other right to use and be provided with all the Information Technology that forms part of the Purchased Assets, and the Vendor's current use of such Information Technology does not exceed the scope of the rights granted to the Vendor to use such Information Technology, including any applicable limitation upon the usage, type or number of licenses, users, hardware, time, services, or systems.
- (b) The Vendor possess the source code for all versions of Software products included in the Purchased Assets. None of the source code for any Software included in the Purchased Assets has been licensed or provided to, or used or accessed by, any Person other than employees, consultants or independent contractors of the Vendor who have entered into written confidentiality contracts with respect to such source code;

- (c) There is no Open Source Software that:
 - (i) forms part of the Purchased Assets;
 - (ii) was, or is, used by the Vendor in connection with the operation of the Purchased Assets; or
 - (iii) is not used in accordance with its respective licence agreement or is used in a manner that would cause any Information Technology that forms part of the Purchased Assets to be subject to a licence agreement or any provision thereof that requires as a condition of use, modification, or distribution of the Software which it governs, that such Software be disclosed or distributed in source code form; made available for use by the general public; or when combined with other software, automatically deemed (including that such combined Software be deemed) a part of the public domain; subject to the rights of other Persons to modify it;
- (d) None of the terms governing the use of the Open Source Software (if any) that forms part of the Purchased Assets conflicts or shall conflict, either directly or indirectly, with the obligations, representations, warranties and covenants of the Vendor or the rights of the Purchaser as set out in this Agreement and the Vendor has not received notice of any circumstances which indicate a pending or threatened breach of this representation and warranty;
- (e) No source code for any Software forming part of the Purchased Assets has been disclosed, delivered, licensed, or otherwise made available to any Person who is not, as of the date of this Agreement, an employee or contractor of the Vendor engaged to provide services relating to such Purchased Assets and subject to written confidentiality obligations with respect thereto. The Vendor has no duty or obligation (whether present, contingent or otherwise) to disclose, deliver, license or otherwise make available the source code for Software to any Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, licence or disclosure of any source code for any Software to any other Person who is not, as of the date of this Agreement, an employee or contractor of the Vendor engaged to provide services relating to such Purchased Assets and subject to written confidentiality obligations with respect thereto;
- (f) The Vendor has used industry best practices at all times to protect all the Information Technology that forms part of the Purchased Assets and any confidential or proprietary information of Vendor or of third parties in the possession or control of the Vendor from unauthorized intrusion, access, use, disclosure or modification, and to adequately archive and back-up such Information Technology and confidential and proprietary information for back-up and disaster recovery purposes, including by obtaining enforceable written agreements to maintain the confidentiality of the foregoing from all Persons with whom such information has been shared;
- (g) The Vendor has taken all reasonable steps and has implemented and maintains all appropriate measures, in accordance with industry best practices, to secure the Information Technology and all information stored or contained therein or transmitted thereby, from loss or unauthorized access, modification, disclosure or use and to ensure the continued, uninterrupted and error free operation of the Information

Technology and has required that the Vendor's third-party providers of Information Technology systems have taken comparable steps;

Section 1.08 Legal Proceedings; Governmental Orders

- (a) There are no Actions pending or, to the Vendor's Knowledge, threatened against or by the Vendor (i) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.
- (b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Purchased Assets.

Section 1.09 Compliance with Laws; Permits

- (a) The Vendor is complying with all Laws applicable to the ownership and use of the Purchased Assets.
- (b) All Permits required for the Vendor for the ownership and use of the Purchased Assets have been obtained by the Vendor and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

Section 1.10 Taxes

- (a) All Tax Returns required to be filed by or on behalf of Vendor with respect to the ownership of the Purchased Assets for all periods prior to the Closing have been duly and timely filed with the appropriate Governmental Authority in all jurisdictions in which such Tax Returns are required to be filed, and all such Tax Returns are true, complete and correct in all respects.
- (b) The Vendor has timely paid all Taxes which are due and payable by it with respect to the Purchased Assets for all periods prior to the Closing.
- (c) The Vendor has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes in respect of the ownership of the Purchased Assets, and has duly and timely withheld and paid over to the appropriate Governmental Authority all amounts required to be so withheld and paid under all applicable Laws in respect of the ownership of the Purchased Assets.
- (d) There are no outstanding liabilities for Taxes payable, collectible or required to be remitted by the Vendor, whether assessed or not, which may result in an Encumbrance on or other claim against, or seizure of, all or any part of the Purchased Assets or that would result in the Purchaser becoming liable or responsible for such liabilities, and no event has occurred that, with the passage of time or the giving of notice, or both, could reasonably be expected to result in an Encumbrance for Taxes on any of the Purchased Assets, nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets.

- (e) The Vendor is not a non-resident of Canada within the meaning of the Tax Act.

Section 1.11 Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Vendor.

Section 1.12 Full Disclosure

No representation or warranty by the Vendor in this Agreement or any certificate or other document furnished or to be furnished to the Purchaser under this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

EXHIBIT (12)

BILL OF SALE AND GENERAL CONVEYANCE

THIS BILL OF SALE AND GENERAL CONVEYANCE is made effective this 28th day of November 2024 (the “**Effective Date**”).

BETWEEN:

RIVOGENIX ENERGY CORP., a corporation governed by the laws of British Columbia, (the “**Vendor**”)

- and -

AF REDWATER, INC., a corporation incorporated governed by the laws of Alberta (the “**Purchaser**”),

RECITALS:

- A. Rivogenix Energy Corp. (“**Rivogenix**”) is party to two asset purchase agreements dated as of October 18, 2024 and November 18th 2024, as assigned to the Purchaser by Rivogenix (the “**Purchase Agreement**”).
- B. In connection with the transactions contemplated by the Purchase Agreement, prior to the Closing, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Transferred Assets, as are set forth in greater detail in Schedule “A” attached hereto.
- C. The Purchaser and Vendor desire to enter into this Bill of Sale and Conveyance to sell, assign, convey and transfer the Transferred Assets to the Purchaser, and for the Purchaser to irrevocably assume all obligations, indebtedness and any other liabilities in respect of the Transferred Assets, including the Assumed Liabilities.

NOW THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, the payment of the Excluded Asset Purchase Price, the assumption of any and all obligations and liabilities related to the Transferred Assets, and for other good and valuable consideration given by the Purchaser to the Vendor (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. **Capitalized Terms.**

Capitalized terms used in this Bill of Sale and General Conveyance but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Conveyance and Sale.**

Effective as of the Closing Date, the Vendor does hereby sell, assign, transfer, convey and deliver to the Purchaser all of the right, title and interest of the Vendor in and to the Transferred Assets, all of which are now in the possession of the Purchaser, to have and to hold same for the Purchaser’s sole and only use forever.

3. **Excluded Asset Purchase Price.**

The aggregate purchase price payable for the Transferred Assets is the sum of U.S. \$1,500,000 (including G.S.T.), which amount has been paid by the Purchaser to the Vendor on or before the execution of this Agreement, and the Vendor acknowledges receipt thereof.

4. **Assumption of Purchased Assets.**

- (a) Purchaser hereby accepts the assignment of all Vendor's right, title and interest in and to, and all benefits and obligations of Vendor of the Transferred Assets granted herein and covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions related to the Transferred Assets on and after the Closing Time, including any lending or financing arrangements related thereto.


5. **General Provisions.**

- (a) Each of the Purchaser and Vendor hereby covenants and agrees that, at any time and from time to time after the Effective Date, it will, upon the request of the other party execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the carrying out and performance of all the terms of this Bill of Sale and General Conveyance.
- (b) In the event of any conflict or inconsistency between this Bill of Sale and General Conveyance and the Purchase Agreement, the Purchase Agreement shall govern and prevail.
- (c) This Bill of Sale and General Conveyance shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (d) This Bill of Sale and General Conveyance shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- (e) This Bill of Sale and General Conveyance may be executed and delivered in any number of counterparts and by different parties on separate counterparts, each of which, when so executed (as evidenced by an original, electronic or facsimile signature), shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument

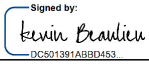
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IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale and General Conveyance as of the date first written above.

AF REDWATER, INC.

Per  Signed by:
1C94FC5EDA794F4
Name: Jolie Kahn
Authorized Signatory

RIVOGENIX ENERGY CORP.

By:  Signed by:
DC601391ABBD453
Name: Kevin Beaulieu

Schedule "A"
Transferred Assets

SCHEDULE "A"

Plant

All turbines, combustors and compressors currently comprise the Plant, including any and all software, computer hardware, network, servers, wires, cables, tubes, and any structures, cowlings or housing of any of the foregoing components.

EQUIPMENT DETAILS

1. Redwater Natural Gas Power Plant
 - o Inclusive of balance of plant
 - o Does not include applicable taxes
2. Rated Capacity: 1.2MW Continuous (ISO Conditions)
3. Fuel Type: Natural Gas
4. Rated Voltage: 480V (configured to 415V)
5. Frequency: 60Hz
6. Year of Manufacture: 2005
7. Hours: Approx 18,000 hours since zero hour rebuild.
 - o Maintenance records of the equipment are included.
8. EX WORKS – Redwater, AB
9. Equipment will be sold "as is, where is" with the balance of CAT OEM warranty on applicable components and ComGen warranty on workmanship.
10. Does not include black start generator
 - o 50kw Natural Gas Stand-by Generator
 - o Service provided by ComGen Power Solutions Ltd.
 - o Rental Agreement between ComGen and Real PWR will be assigned to RivoGenix
 - o Current Rental Cost: \$800/month

1MW prefabricated modular data center infrastructure

Inclusive of balance of data center;

4160V Switchgear

2.25MW Transformers Skids / Switchboards

HV Cable

LV Cable

1MW Mining buildings (Full Automation)

133 S19J Pro BITMAIN ASIC Miners

*Execution Version***ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into this 17th day of January, 2025

BETWEEN:

AGRIFORCE GROWING SYSTEMS, LTD., a company incorporated under the laws of the Province of British Columbia, having an office located at 800-525 West 8th Avenue, Vancouver, BC V5Z 1C6

(the “Purchaser”)

AND:

BALD EAGLE MINING, LLC, a company incorporated under the laws of the State of Ohio having an office located at 14600 Mission Rd., Leawood, Kansas, 66224, USA

(the “Vendor”).

WHEREAS the Vendor owns (or in the case of Ohio EPA Permit No. P0131444, beneficially owns) certain bitcoin mining assets as set forth on Schedule A hereto (the “Assets”), located on a portion of the surface land of two (2) separate oil and gas well pads in Columbiana County, Ohio, USA (collectively, the “Premises”).

WHEREAS the Vendor wishes to sell, transfer, and assign to the Purchaser (and, in the case of Ohio EPA Permit No. P0131444, which is owned by Geopetro LLC, cause to be transferred to the Purchaser), and the Purchaser wishes to purchase and acquire all the Vendor’s right, title, and interest in and to the Assets, all pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, rights and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION**1.1 Definitions**

As used in this Agreement, the following words and phrases shall have the following meanings unless the context dictates otherwise:

- (a) “Affiliate” means, with respect to any Person, any Person directly or indirectly controlled by, controlling or under common control with such Person. For the purposes of this definition, “control” shall mean direct or indirect beneficial ownership of 50.1% or greater interest in the voting power of such Person or such other relationship as, in fact constitutes actual control;
 - (b) “Agreement” means this Asset Purchase Agreement including all schedules attached to this Agreement;
 - (c) “Assumed Liabilities” means the liabilities assumed by the Purchaser as set out in Section 2.2;
 - (d) “Business Day” means any day other than a day which is a Saturday, a Sunday or a statutory holiday in the United States of America;
 - (e) “Closing” means the completion of the sale and purchase of the Assets as provided for in this Agreement on the Closing Date;
 - (f) “Closing Date” means January 17, 2025;
 - (g) “Closing Time” means 8:00 pm (NY time) on the Closing Date;
-

- (h) “**Damages**” means any losses, liabilities, obligations, damages, penalties, fines, claims, demands, actions, suits, costs and expenses of any nature whatsoever, including reasonable legal fees, charges and disbursements, but excluding any consequential, special, indirect, punitive or exemplary damages, including loss of profit, loss of revenue, loss of value, opportunity costs and similar types of losses and damages;
- (i) “**Excluded Liabilities**” has the meaning set out in Section 2.2;
- (j) “**Governmental Body**” means any domestic or foreign national, federal, provincial, state, municipal or other government or body, including, without limitation, any subdivision, ministry, department, secretariat, bureau, agency, commission, board, university, authority or patent office of any of the foregoing governments or bodies;
- (k) “**Indemnified Person**” means a Person with indemnification rights or benefits under Section 10.1 or Section 10.3, or otherwise under this Agreement;
- (l) “**Indemnifying Party**” means a party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 10;
- (m) “**Indemnity Claim**” has the meaning set out in Section 10.4;
- (n) “**Laws**” means all laws, statutes, rules, regulations, or ordinances promulgated by any Governmental Body;
- (o) “**Person**” means and includes any individual, corporation, limited liability company, partnership, firm, joint venture, syndicate, association, trust, Governmental Body, and any other form of entity or organization;
- (p) “**Purchase Price**” means the amount set out in Section Article 3;
- (q) “**Systems**” has the meaning set out in Section **Error! Reference source not found.**;
- (r) “**Third Party**” has the meaning set out in Section 10.4(a); and

1.2 Other Definitions

Any words defined elsewhere in this Agreement (including in the recitals) shall have the particular meaning assigned to the words thereto.

1.3 Currency

In this Agreement, all references to money or payments or “\$” shall mean the lawful currency of the United States of America and all payments made hereunder shall be made in that currency.

1.4 Entire Agreement

This Agreement (including Schedule A and Schedule B) constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. The recitals set forth above are incorporated into this Agreement as material representations upon which both parties rely in entering into this Agreement.

1.5 Governing Law

This Agreement, and all claims or causes of action (whether at law or in equity, in contract or in tort) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Ohio and the laws of the United States applicable therein. Any action or proceeding arising out of or based upon this Agreement, may be brought in the state or federal courts of the State of Ohio, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.

1.6 Schedules and Exhibits

The Schedules and Exhibits listed below and attached hereto shall be deemed to form an integral part of this Agreement:

| <u>Schedule/Exhibit</u> | <u>Description</u> |
|-------------------------|--|
| <u>Schedule A</u> | Assets |
| <u>Schedule B</u> | Closing Checklist |
| <u>Exhibit A</u> | Form of Assignment and Bill of Sale |
| <u>Exhibit B</u> | Form of Consent and Agreement (Geopetro LLC) |
| <u>Exhibit C</u> | Form of Consent and Agreement (Pin Oak Energy Partners LLC) |
| <u>Exhibit D</u> | Form of License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use (Geopetro LLC) |
| <u>Exhibit E</u> | Form of Consent to Sublease (West Point Renewables, LLC) |

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets

On and subject to the terms and conditions of this Agreement, at the Closing, the Vendor shall sell, convey, transfer, assign and deliver to the Purchaser (and, in the case of the Ohio EPA Permit No. P0131444, cause to be transferred to the Purchaser by Geopetro LLC), and the Purchaser shall assume, purchase, and acquire from the Vendor, all of the right, title and interest of the Vendor in and to all of the Assets, free and clean of all liens and encumbrances created by through or under the Vendor; the foregoing sale and purchase (except in respect of Ohio EPA Permit No. P0131444 which shall be addressed in that certain Consent and Agreement delivered by Geopetro LLC substantially in the form of **Exhibit B** attached hereto) shall be effectuated by an assignment and bill of sale substantially in the form attached hereto as **Exhibit A** (the “Assignment and Bill of Sale”).

2.2 Assumption of Liabilities

Subject to Closing and effective as of the Closing Time, and further subject to the warranties contained in the Assignment and Bill of Sale, the Purchaser agrees to discharge, perform, and fulfil all obligations, commitments, claims, and liabilities relating to the Assets (collectively, “**Claims**”) regardless of when the transaction or occurrence giving rise to such Claims arose and regardless of whether such Claims are known or unknown (collectively, the “**Assumed Liabilities**”); provided, however, that the term “Assumed Liabilities” does not include the purchase price of natural gas delivered and consumed by the Assets between 12:01 AM Eastern Time on January 1, 2025 and the Closing Time (the “**January 2025 Fuel Liabilities**”). The Vendor shall be responsible for any Claims relating to the Assets accrued prior to the Closing Time which are not Assumed Liabilities (collectively, “**Accrued Liabilities**”); the Vendor shall also be responsible for Claims covered by the warranties set forth in the Assignment and Bill of Sale (together with the January 2025 Fuel Liabilities and the Accrued Liabilities, collectively, the “**Excluded Liabilities**”). At the Closing Time, insurance, and any maintenance costs in respect of the Assets shall become the responsibility of the Purchaser and so too all risk of loss of and damage to the Assets.

ARTICLE 3 PAYMENT

3.1 Purchase Price

The purchase price for the Assets is **\$3,550,000 (Three Million Five Hundred Thousand Dollars)** (the “**Purchase Price**”), payable as follows on the Closing Date: (i) \$50,000 (Fifty Thousand Dollar) deposit previously paid for the benefit of the Purchaser to the Vendor (which deposit Purchaser agrees is non-refundable and the sole property of Vendor, Purchaser hereby agreeing to indemnify and defend Vendor against all claims for refund); (ii) Three Million

Five Hundred Thousand Dollars (\$3,500,000) in cash (the “**Purchase Price Balance**”) via wire transfer pursuant to instructions to be provided in writing by the Purchaser to the Vendor.

3.2 Other Agreements

3.3 At Closing, Vendor shall cause (a) the redirection of the wallet address in respect of the Assets to the Purchaser’s designated wallet provider and (b) Geopetro LLC to cause Ohio EPA Permit No. P0131444 to be transferred to Purchaser. Purchaser acknowledges that, pursuant to the Consent and Agreement between Vendor and Geopetro LLC (substantially in the form attached hereto as Exhibit B) Vendor has agreed to reimburse Geopetro LLC for its reasonable and necessary third-party invoiced expenses incurred by Geopetro LLC to cause the permit transfer described in the immediately preceding clause (b) to be completed, and Purchaser hereby agrees to subsequently, and promptly upon receipt of evidence of same, reimburse Vendor One Hundred percent (100%) of those monies paid by Vendor to Geopetro LLC. Also at Closing, Vendor shall cause Geopetro LLC to execute and deliver to Purchaser a license and sublease substantially in the form of Exhibit D attached hereto, and, in connection therewith, cause each of Geopetro LLC and West Point Renewables, LLC to execute and deliver a consent to sublease substantially in the form of Exhibit E attached hereto. **Sales Taxes**

The Purchaser shall be responsible for and shall pay all sales taxes and other similar taxes, duties, transfer, retail registration fees or other like charges payable upon and in connection with the sale, assignment, and transfer of the Assets from the Vendor to the Purchaser.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Vendor’s Representations, Warranties and Acknowledgements

The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor is a limited liability company duly formed and validly existing under the laws of the State of Ohio
- (b) the Vendor has all right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement;
- (c) the execution, delivery and performance of this Agreement by the Vendor will not: (i) violate neither the certificate of formation nor the operating agreement of the Vendor; (ii) violate any legal requirement applicable to the Vendor, including any indenture, mortgage or other agreement or instrument to which the Vendor is a party or by which it or its properties are bound, or any Laws; or (iii) except in connection with the various consents and notices already secured or given by Vendor or addressed in the documents provided to Purchaser at and prior to Closing, conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any waiver, consent or notice under or permit or result in a termination, suspension, modification or acceleration of any performance required by the terms of any contract by which the Vendor is bound or to which any of the Assets are subject;
- (d) there is no litigation or proceeding pending or threatened that relates to the Vendor or the Transferred Assets, nor does the Vendor know or have any reasonable grounds to believe, that there is any basis for any such action or governmental investigation of any sort;
- (e) there are no liens for taxes upon any of the Transferred Assets to be transferred pursuant to this Agreement; and
- (f) All of the equipment listed in line items 1 through 8 of Schedule A attached hereto (collectively, the “**Plant**”), including any housing, are in good working condition (ordinary wear and tear excepted) and suitable for the Vendor’s bitcoin mining operations. Over the past two years, to the knowledge of the Vendor’s manager, there have been no cyber incidents affecting the Plant’s electronic systems connected to the worldwide web, and the Vendor has taken reasonable steps to ensure the security and integrity of the Plant’s electronic systems connected to the worldwide web.

4.2 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to the Vendor:

- (a) the Purchaser is a company duly incorporated under the laws of British Columbia, Canada;
- (b) the Purchaser has all right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement, and Purchaser is authorized to do business in the State of Ohio (including, without limitation, the right and legal status under the Laws of the State of Ohio to receive the transfer of the Ohio EPA permits that are part of the Assets)
- (c) the execution, delivery and performance of this Agreement by the Purchaser will not: (i) violate the articles of incorporation or other governing documents of the Purchaser; (ii) violate any legal requirement applicable to the Purchaser, including any indenture, mortgage or other agreement or instrument to which the Purchaser is a party or by which it or its properties are bound, or any Laws; or (iii) conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any waiver, consent or notice under or permit or result in a termination, suspension, modification or acceleration of any performance required by the terms of any contract by which the Purchaser is bound; and
- (d) there are no orders, actions, or other legal proceedings, nor, to the knowledge of the Purchaser, are there any threatened or pending orders, actions, or other legal proceedings, which if determined adversely, would prevent, or restrict the Purchaser from purchasing the Transferred Assets in accordance with this Agreement.

4.3 Survival of Representations and Warranties

The representations and warranties made by the Vendor and the Purchaser contained in Sections 4.1 and 4.1(a), or contained in any document or certificate given in order to carry out the transactions contemplated by this Agreement, will survive the Closing of the sale and purchase of the Assets provided for in this Agreement until 5PM Eastern Time on January 17, 2026 and no claim in respect of any of such representations and warranties shall be made or enforceable by a party hereto unless written notice of that claim is given by that party to the other party against whom the claim is made prior to 5PM Eastern Time on January 17, 2026.

ARTICLE 5 CONDITIONS OF CLOSING

5.1 Conditions Precedent and Subsequent in favour of the Purchaser

All obligations of the Purchaser under this Agreement are subject to the fulfilment, on or before the Closing Date, of the following conditions, as more specifically listed on Schedule B hereto:

- (a) the representations and warranties of the Vendor contained in this Agreement being true and correct on and as of the Closing Date;
- (b) all of the covenants and obligations of the Vendor to be performed or observed on or before the Closing pursuant to this Agreement having been duly performed or observed;
- (j) not later than 5PM Eastern Time on January 24, 2025, the Vendor shall have initiated (or, in the case of Ohio EPA Permit No. P0131444, shall have caused Geopetro LLC to initiate) the transfer to Purchaser of the Ohio EPA permits included in the Assets.

The foregoing conditions are for the exclusive benefit of the Purchaser and such conditions may be waived in whole or in part by the Purchaser at or before the Closing Date by delivering to the Vendor a written waiver to that effect signed by the Purchaser.

5.2 Conditions Precedent in favour of the Vendor

All obligations of the Vendor under this Agreement are subject to the fulfilment, on or before the Closing Date, of the following conditions, as more specifically set forth on Schedule B hereto:

- (a) the representations and warranties of the Purchaser contained in this Agreement being true and correct on and as of the Closing Date;
- (b) all of the covenants and obligations of the Purchaser to be performed or observed on or before the Closing pursuant to this Agreement having been duly performed or observed, and in particular, the wire of the Purchase Price Balance having been received in full by Vendor; and
- (c) the Vendor shall have obtained all assignments, consents, and other conveyances to permit the sale, assignment and transfer of the Assets by the Vendor to the Purchaser as provided in this Agreement (recognizing that the transfer of the Ohio EPA permits that are part of the Assets will take some time to achieve).

The foregoing conditions are for the exclusive benefit of the Vendor and such conditions may be waived in whole or part by the Vendor at or before the Closing Date by delivering to the Purchaser a written waiver to that effect signed by the Vendor.

ARTICLE 6 INTERIM PERIOD

6.1 Intentionally Omitted.

ARTICLE 7 CLOSING

7.1 Time and Location

Subject to the terms and conditions, the transactions contemplated in this Agreement shall be closed electronically.

7.2 Closing Documents

At the Closing, the parties shall execute, or cause to be executed, and shall deliver, or cause to be delivered, all documents, instruments and things which are to be delivered by the parties pursuant to Schedule B hereto.

7.3 Concurrent Delivery

It shall be a condition of the Closing that all matters of payment and the execution and delivery of documents by any party to the other party pursuant to the terms of this Agreement shall be concurrent requirements and that nothing will be complete at the Closing until everything required under this Agreement has been paid, executed, and delivered as the case may be (recognizing that the transfer of the Ohio EPA permits that are part of the Assets will take some time to achieve).

ARTICLE 8 TERMINATION

8.1 Termination Rights

This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated if any of the items listed on Schedule B (other than the transfer of the Ohio EPA permits that are part of the Assets which will take some time to achieve) is unable to be provided at Closing, unless the party to whom the item is to be delivered waives such delivery.

8.2 Effect of Termination

- (a) Each of the Vendor's and the Purchaser's right of termination under this Article 8 is in addition to any other rights available under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 8 limits or affects any other rights or causes of action any party may have with respect to the representations, warranties, covenants, and indemnities in its favour contained in this Agreement. If a party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation, or covenant in whole or in part.

- (b) If this Agreement is terminated pursuant to Section 8.1, all obligations of the parties under this Agreement will terminate, except that:
- (i) each party's obligations under Section **Error! Reference source not found.** will survive; and
 - (ii) if this Agreement is terminated by:
 - A. the Purchaser because of a breach of this Agreement by the Vendor or because a condition for the benefit of the Purchaser has not been satisfied or the Vendor has failed to perform any of its obligations or covenants under this Agreement which are reasonably capable of being performed or caused to be performed by it; or
 - B. the Vendor because of a breach of this Agreement by the Purchaser because a condition for the benefit of the Vendor has not been satisfied or the Purchaser has failed to perform any of its obligations or covenants under this Agreement which are reasonably capable of being performed or caused to be performed by it,then the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 9 POST-CLOSING OBLIGATIONS

9.1 Further Assurances

Each party shall co-operate with the other, and execute and deliver, or cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment, and transfer, and take all such other actions as such party may be reasonably requested to take by the other party from time to time, consistent with the terms of this Agreement in order to implement the provisions and purposes of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1 Liability and Indemnification in Favour of the Purchaser

The Vendor will be liable for and agrees to indemnify, defend, and hold harmless the Purchaser and its Affiliates and their respective officers, directors, employees, and agents from and against any Damages arising out of, under or pursuant to any of the following:

- (a) any loss suffered by the Purchaser as a result of any inaccuracy in any representation or warranty given by the Vendor in this Agreement;
 - (b) any loss suffered by the Purchaser as a result of any breach or non-performance by the Vendor of any covenant to be performed by it under this Agreement; and
 - (c) the Excluded Liabilities.
- provided, however, that the Vendor shall not be liable to indemnify, defend or hold harmless the Purchaser or its Affiliates and their respective officers, directors, employees, and agents from and against any Damages in excess of three million five hundred fifty thousand dollars (\$3,550,000).

The Vendor's obligation of indemnification under this Section 10.1 shall survive the Closing and continue in full force and effect until 5PM Eastern Time on January 26, 2026.

10.2 Limitation of Liability of the Vendor

- (a) The Purchaser acknowledges and confirms that except for the representations and warranties set forth in Section 4.1 and in the Assignment and Bill of Sale, it is acquiring the Assets on an "as is, where is" basis and that it has performed its own due diligence and evaluations and that it has relied, and will continue to rely, upon its own due diligence and evaluations with respect to all matters pertaining to the Vendor, the Assets and the Assumed Liabilities. The Vendor makes no representations or warranties of any kind or nature,

express or implied, at law or in equity except as expressly set forth in Section 4.1 and in the Assignment and Bill of Sale (with respect to the limited warranty of title in respect of the real property rights transferred and the Ohio Revised Code Section 1302.25 with respect to Vendor's title to the Plant), which are expressly limited by the provisions of Section 4.3 and Section 10.1 of this Agreement

10.3 Liability and Indemnification in Favour of the Vendor

The Purchaser will be liable for and agrees to indemnify, defend, and hold harmless the Vendor and its Affiliates and their respective members, managers, officers, directors, employees, and agents (and, in the case of any member, manager, or officer who is an individual, their respective spouses, heirs, devisees, and personal representatives) from and against any Damages arising out of, under or pursuant to any of the following:

- (a) any loss suffered by the Vendor as a result of any inaccuracy in any representation or warranty given by the Purchaser in this Agreement or in any other certificate, instrument, agreement or other document delivered pursuant hereto by the Purchaser;
 - (b) any loss suffered by the Vendor as a result of any breach or non-performance by the Purchaser of any covenant to be performed by it under this Agreement or in any other certificate, instrument, agreement or other document delivered pursuant hereto by the Purchaser; and
 - (c) the Assumed Liabilities,
- provided, however, that the Purchaser shall not be liable to indemnify, defend or hold harmless the Vendor or its Affiliates and their respective members, managers, officers, directors, employees, and agents (and, in the case of any member, manager, or officer who is an individual, their respective spouses, heirs, devisees, and personal representatives) from and against any Damages in excess of three million five hundred fifty thousand dollars (\$3,550,000).

10.4 The Purchaser's obligation of indemnification with respect to Damages described in clauses (a) and (b) of this Section 10.3 shall survive the Closing and continue in full force and effect until 5PM Eastern Time on January 17, 2026. The Purchaser's obligation of indemnification with respect to Damages described in clauses (c) of this Section 10.3 shall survive the Closing and continue in full force and effect indefinitely.

Defense of Third-Party Claims

In the event of a claim (an "Indemnity Claim") being made by a third party against an Indemnified Person in respect of which the Indemnifying Party is or may be obligated under or arising out of this Agreement to indemnify, pay Damages to or otherwise compensate the Indemnified Person, the following provisions shall apply.

The survival provisions of Sections 10.1 and 10.3 shall not apply to the Indemnifying Party's duty to indemnify, defend, and hold harmless any Indemnified Person to the extent the relevant and otherwise proper Indemnity Claim was properly delivered to the Indemnifying Party prior to SPM Eastern Time on January 17, 2026.

The Indemnified Person shall promptly give written notice to the Indemnifying Party of any Indemnity Claim in respect of which the Indemnified Person intends to claim for indemnification against the Indemnifying Party. The Indemnifying Party shall, at its own expense, assume control of the negotiation, settlement, and defence of such Indemnity Claim. The Indemnified Person shall co-operate with the Indemnifying Party in respect of such Indemnity Claim and the Indemnifying Party shall reimburse the Indemnified Person for all the Indemnified Person's reasonable expenses (including legal fees and disbursements) as a result of the Indemnifying Party's assumption of such Indemnity Claim and arising from the Indemnified Person's co-operation.

The Indemnified Person will have the right to participate in the negotiation, settlement, and defence of such Indemnity Claim at its own expense and will have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to both the Indemnifying Party and the Indemnified Person shall be retained by the Indemnifying Party. If the Indemnifying Party fails to defend any Indemnity Claim within a reasonable time, the Indemnified Person will be entitled to assume control of the Indemnity Claim at the expense of the Indemnifying Party; provided that the Indemnified Person may not assume the defense of the Indemnity Claim unless the Indemnified Person gives the Indemnifying Party written demand to diligently pursue the defense and the Indemnifying Party fails to do so within 14 days after receipt of the demand, or such shorter period as may be required

to respond to any deadline imposed by a court, arbitrator or other tribunal. If the Indemnified Person assumes the defense of the Indemnity Claim pursuant to the foregoing, the Indemnified Person may compromise and settle the Indemnity Claim but the Indemnifying Party shall not be bound by any compromise or settlement of the Indemnity Claim effected without its consent (which consent may not be unreasonably withheld or delayed).

The following provisions shall also apply with respect to Indemnity Claims:

- (a) In the event that any Indemnity Claim is of a nature such that the Indemnified Person is legally bound or required by applicable Law to make a payment to any person (a “**Third Party**”) with respect to such Indemnity Claim before the completion of settlement negotiations or related legal proceedings, including, without limitation, the posting of any security to stay any process of execution or judgment, the Indemnifying Party shall be obligated to make such payment or post security therefor on behalf of the Indemnified Person. If the Indemnifying Party fails to do so, the Indemnified Person may make such payment or post security therefor and the Indemnifying Party shall, forthwith after demand by the Indemnified Person, reimburse the Indemnified Person for any such payment or cause the security to be replaced and released. If the amount of any liability of the Indemnified Person under the Indemnity Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Person, the Indemnified Person shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party.
- (b) Except in the circumstance contemplated by Subsection 10.4(a) above, and unless the Indemnifying Party fails to assume control of the negotiation, settlement and defence of any Indemnity Claim, the Indemnified Person shall not negotiate, settle, compromise, or pay any Indemnity Claim except with the prior written consent of the Indemnifying Party.
- (c) The Indemnified Person shall not permit any right of appeal in respect of any Indemnity Claim to terminate without giving the Indemnifying Party notice thereof and an opportunity to contest such Indemnity Claim.
- (d) The Indemnified Person and the Indemnifying Party shall co-operate fully with each other with respect to Indemnity Claims, shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available) and shall each designate a senior officer who will keep himself informed about and be prepared to discuss the Indemnity Claim with his or her counterpart and with counsel at all reasonable times.
- (e) Notwithstanding the above provisions of this Section 10.4, the Indemnifying Party shall not settle any Indemnity Claim or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Indemnified Person, acting reasonably, have a material adverse impact on the Indemnified Person.
- (f) The provisions of this Section 10.4 are intended to set out the procedures to be followed with respect to an Indemnity Claim and, provided the Indemnified Person follows such procedures in all material respects, nothing contained in this Section 10.4 will derogate from the Indemnifying Party’s obligations to indemnify the Indemnified Person.

ARTICLE 11 GENERAL PROVISIONS

11.1 Amendments

No party shall claim any amendment, modification, or release from any provision hereof by mutual agreement, acknowledgement or acceptance or purchase order forms or otherwise, unless in writing signed by an authorized representative of each party.

11.2 Assignment

Each of Purchaser and Vendor may assign some or all of its rights and delegate some or all of its obligations under this Agreement with the prior written consent of the non-assigning party, which consent shall not be unreasonably conditioned, delayed, or withheld.

11.3 Counterparts

This Agreement may be executed in counterparts each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. A counterpart signed by a party hereto and transmitted by facsimile or other form of electronic transmission shall have the same effect as a counterpart originally signed by such party.

11.4 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

The Vendor and Purchaser shall each pay their own expenses in connection with the preparation of documents, and the transactions contemplated by this Agreement.

11.5 Notices

All notices in connection with this Agreement shall be in writing and either hand-delivered, mailed by registered or certified mail, postage prepaid or sent by e-mail (with confirmation notices sent as described above). Any notice shall be deemed to have been received on the date of the hand-delivery, if delivered by hand, on the fifth Business Day following the date of mailing if sent by registered or certified mail, or on the next Business Day following the date of transmission if sent by e-mail. The parties' respective addresses for the purpose of receiving such notices are as follows:

If to the Vendor :

14600 Mission Rd., Leawood, Kansas,
66224, USA c/o Jeff Myers
jeffmyers1971@gmail.com

If to the Purchaser:

800-525 West 8th Avenue, Vancouver, BC
c/o Jolie Kahn jkahn@agriforcegs.com

11.6 No Waiver

No condoning, excusing or overlooking by any party of any default or breach by another party in respect of any terms of this Agreement shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by such party, save only an express waiver in writing.

11.7 Rights and Remedies

The rights and remedies available under this Agreement shall be cumulative and not alternative and shall be in addition to and not a limitation of any rights and remedies otherwise available to the parties at law or in equity.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer as of the date first written above.

BALD EAGLE MINING, LLC

AGRIFORCE GROWING SYSTEMS, LTD.

By: /s/ Jeffrey Myers
Jeffrey S. Myers
Manager and Member

By: /s/ Jolie Kahn
Jolie Kahn, Esq.
CEO and General Counsel

[Signature Page to Asset Purchase Agreement]

Schedule A

1. Nine hundred (900) S-19 J Pro 100 Th/s BITMAIN Antminers.
2. Six (6) 3Ph 480V to 415V transformers.
3. Five (5) custom crypto containers.
4. One (1) Caterpillar 2013 Model XQ60 60KW trailer-mounted standby generator, serial number CAT00C44PGL01492.
5. One (1) Doosan 2013 G125KW Generator Set trailer-mounted standby generator, SN# 4553141UEXEGs.
6. Eight (8) shipping containers.
7. Five (5) C3512 1MW natural gas generator power plants, serial numbers E2T00181, E2T00218, E2T00226, E2T00227, E2T00228.
8. One (1) set of generator spare parts for the generators described at item number 7 above.
9. OH EPA Permit No. P0135456 held by Bald Eagle for up to 2 engines at Pin Oak's Grubbs well pad.
10. OH EPA Permit No. P0131444 held by Geopetro LLC for benefit of Bald Eagle for up to 5 engines at Geopetro's Rosebud well pad.
11. Gas Purchase Agreement dated November 1, 2023 btw Pin Oak Energy Partners LLC and Bald Eagle.
12. Facilities Use Agreement dated November 1, 2023 btw Pin Oak Energy Partners LLC and Bald Eagle.
13. Natural Gas Purchase Agreement, dated as of August 16, 2021, by and between Geopetro and Bald Eagle, as amended by that certain Natural Gas Purchase Agreement Amendment #1 – Rosebud Site, dated as of June 2, 2022.

Schedule B
Closing Checklist

[See attached]

Closing Checklist
for
Asset Purchase Agreement
by and between
AgriFORCE Growing Systems, Ltd., as Purchaser (“AgriFORCE”)
and
Bald Eagle Mining, LLC, as Vendor (“Bald Eagle”)

Closing Date: January 17, 2025

| | Document / Action | Responsibility | Signatories |
|----|--|------------------------|--|
| 1. | Asset Purchase Agreement (“APA”) | AgriFORCE / Bald Eagle | <input type="checkbox"/> AgriFORCE <input type="checkbox"/> Bald Eagle |
| 2. | Schedules to APA <ul style="list-style-type: none"> • Schedule A: Assets • Schedule B: Closing Checklist | AgriFORCE / Bald Eagle | N/A |
| 3. | Exhibits to APA: <ul style="list-style-type: none"> • Exhibit A: Form of Assignment and Bill of Sale • Exhibit B: Form of Consent and Agreement (Geopetro LLC) • Exhibit C: Form of Consent and Agreement (Pin Oak Energy Partners LLC) • Exhibit D: Form of License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use (Geopetro LLC) • Exhibit E: Form of Consent to Sublease (West Point Renewables, LLC) | AgriFORCE / Bald Eagle | N/A |
| 4. | Due Diligence Process | AgriFORCE | N/A |
| 5. | Assignment and Bill of Sale <ul style="list-style-type: none"> • Schedule 1: Personalty • Schedule 2: Contracts • Schedule 3: Real Property | AgriFORCE / Bald Eagle | <input type="checkbox"/> AgriFORCE <input type="checkbox"/> Bald Eagle |
| 6. | Consent and Agreement (Geopetro LLC (“Geopetro”)) | AgriFORCE / Bald Eagle | <input type="checkbox"/> Geopetro <input type="checkbox"/> Bald Eagle <input type="checkbox"/> AgriFORCE |

| | Document / Action | Responsibility | Signatories |
|-----|--|------------------------|--|
| 7. | Consent and Agreement (Pin Oak Energy Partners LLC (“ Pin Oak ”)) | AgriFORCE / Bald Eagle | <input type="checkbox"/> Pin Oak <input type="checkbox"/> Bald Eagle <input type="checkbox"/> AgriFORCE |
| 8. | License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use (Geopetro) • Exhibit: Designated Area | AgriFORCE / Bald Eagle | <input type="checkbox"/> Geopetro <input type="checkbox"/> AgriFORCE |
| 9. | Consent to Sublease (West Point Renewables, LLC (“ West Point ”)) | AgriFORCE / Bald Eagle | <input type="checkbox"/> West Point <input type="checkbox"/> Geopetro <input type="checkbox"/> AgriFORCE |
| 10. | Transfer of Ohio EPA Permit No. [] from Geopetro to AgriFORCE | AgriFORCE / Bald Eagle | <input type="checkbox"/> Geopetro <input type="checkbox"/> AgriFORCE |
| 11. | Reimbursement of costs for transfer of Ohio EPA Permit by AgriFORCE to Bald Eagle | AgriFORCE / Bald Eagle | N/A |
| 12. | Redirection of wallet address in respect to Assets by Bald Eagle to AgriFORCE’s designated wallet provider | AgriFORCE / Bald Eagle | N/A |
| 13. | Send termination of existing License and Sublease (Geopetro and Bald Eagle) | Bald Eagle | N/A |
| 14. | Wire Instructions (to be attached separately) | AgriFORCE / Bald Eagle | N/A |

Exhibit A
Form of Assignment and Bill of Sale

Assignment and Bill of Sale
Bitcoin Mining Assets

For \$10.00 and other consideration, the receipt and sufficiency of which are hereby acknowledged, **BALD EAGLE MINING, LLC**, an Ohio limited liability company with an address of 14600 Mission Rd., Leawood, KS 66224 (“**Vendor**”) hereby assigns, transfers, and delegates to **AGRIFORCE GROWING SYSTEMS, LTD.**, a company incorporated under the laws of the Province of British Columbia, having an office located at 800-525 West 8th Avenue, Vancouver, BC V5Z (“**Purchaser**”), all of Vendor’s right, title, interest, and duties in, to, and under: (a) the personalty described on Attachment 1 hereto (the “**Personalty**”); (b) the contracts and permits described on Attachment 2 hereto (the “**Contracts and Permits**”); and (c) the real property interests and fixtures described on Attachment 3 hereto (the “**Real Property**”, together with the Personalty and the Contracts, collectively, the “**Assets**”). The Real Property is assigned by Vendor to Purchaser with a limited warranty of title.

EXCEPT WITH RESPECT TO OHIO REVISED CODE SECTION 1302.25 IN RESPECT OF THE CONVEYANCE OF THE PERSONALTY AND THE LIMITED WARRANTY SET FORTH ABOVE WITH RESPECT TO CONVEYANCE OF THE REAL PROPERTY, THE ASSETS ARE BEING ASSIGNED BY VENDOR AS IS, WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

This Assignment and Bill of Sale (a) is expressly subject to that certain Asset Purchase Agreement dated January 17, 2025 by and between Vendor and Purchaser (as amended and in effect from time to time, the “**APA**”), including, without limitation, the survival limitations set forth in Section 10.1 of the APA and in the case of any conflict between this Assignment and Bill of Sale and the APA, the APA shall control; (b) shall be construed in accordance with, and governed by, the laws of the State of Ohio, USA, without giving effect to the conflicts of law provisions thereof, and the signatories hereto agree to submit to the exclusive jurisdiction of the state and federal courts situated in Columbiana County, Ohio, for any action or proceeding arising out of this Assignment and Bill of Sale, and (c) may be executed and delivered in separate counterparts which, when taken together, shall form a single original instrument. At the request of, and at the sole cost and expense of, Purchaser, Vendor shall execute and deliver a memorandum of this Assignment and Bill of Sale (and Vendor’s signature may be acknowledged by a notary public if requested by Purchaser) in respect of the conveyance of the Real Property, which Purchaser may cause to be placed of record in the land records of Columbiana County, Ohio.

[remainder of page intentionally left blank; signatures and acknowledgments follow]

IN WITNESS WHEREOF this Assignment and Bill of Sale is executed and delivered by each of the Vendor and Purchaser as evidenced by the signature of its duly-authorized representative below.

Vendor:

BALD EAGLE MINING, LLC

By: /s/ Jeffrey Myers
Jeffrey S. Myers
Manager and Member
14600 Mission Rd.,
Leawood, KS 66224

Purchaser:

AGRIFORCE GROWING SYSTEMS, LTD.

By: /s/ Jolie Kahn
Jolie Kahn, Esq.
CEO and General Counsel
800-525 West 8th Avenue,
Vancouver, BC V5Z 1C6

Attachment 1
Personalty

The following items of personalty located at Vendor's bitcoin mining facilities at 14927 OH Rte. 45, Lisbon, OH 44432 and 40325 Miller Road, Leetonia, OH 44431:

1. Nine hundred (900) S-19 J Pro 100 Th/s BITMAIN Antminers. [See Attachment 1-A for specifications.]
2. 3 General Purpose Dry-Type Transformer 1250 kVA 3-Ph Dry-Type Transformer High Voltage: 480 D, 10 kV BIL Low Voltage: 416 Y 240, 10 kV BIL HV Taps: 504, 492, 480, 468, 456 Frequency: 60 Hz Temperature Rise: 150°C Cooling Class: AA Conductor: Al / Al Enclosure: Outdoor NEMA 3R
3. 3 2000 kVA 3-Ph Dry-Type Transformer High Voltage: 480 D, 10 kV BIL Low Voltage: 416 Y 240, 10 kV BIL HV Taps: 504, 492, 480, 468, 456 Frequency: 60 Hz
4. Five (5) custom 40 ft Crytpo Canman housing containers including 5 power distribution boxes
5. One (1) Caterpillar 2013 Model XQ60 60KW trailer-mounted standby generator, serial number CAT00C44PGLE01492
6. One (1) Doosan 2013 G125KW Generator Set trailer-mounted standby generator, SN#4553141UEXEg
7. Eight (8) 40 ft shipping containers located at the Rosebud location
8. Five (5) C3512 1MW natural gas generator power plants, serial numbers E2T00181, E2T00218, E2T00226, E2T00227, E2T00228
9. Various spare generator parts located within the housing of generator E2T00181

Attachment 1-A
Asic Miner Equipment List

[See attached]

Container 3 - Rosebud ASIC Mining Equipment

| id | name | platform | offline/online | ip | mac | macb | manufacturer | cpu model | asic model | brx/conn |
|----|------------------|----------|----------------|-------------|----------------------|-----------------|------------------|-----------------------------|--|-----------------------------------|
| 1 | 8366988 Antminer | ASIC | online | 10.1.31.241 | 02:44:c1:45:86:43 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 4911.13 0.13-cve544 1.6.0.22 |
| 2 | 8372529 Antminer | ASIC | online | 10.1.30.223 | c4f3 12:28:03:62 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 3 | 8372630 Antminer | ASIC | online | 10.1.30.223 | c4f3 08:12:37:53 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 4 | 8372623 Antminer | ASIC | online | 10.1.30.220 | c4f3 08:35:73:04 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 5 | 8372717 Antminer | ASIC | online | 10.1.31.134 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 6 | 8372717 Antminer | ASIC | online | 10.1.31.134 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 7 | 8372718 Antminer | ASIC | online | 10.1.31.97 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 8 | 8372718 Antminer | ASIC | online | 10.1.31.97 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 9 | 8372720 Antminer | ASIC | online | 10.1.31.9 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 10 | 8372720 Antminer | ASIC | online | 10.1.31.9 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 11 | 8372722 Antminer | ASIC | online | 10.1.31.86 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 12 | 8372723 Antminer | ASIC | online | 10.1.31.83 | 34:15 13:06:46:5c | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 13 | 8372723 Antminer | ASIC | online | 10.1.31.83 | 34:15 13:06:46:5c | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 14 | 8372726 Antminer | ASIC | online | 10.1.31.80 | 60:86:44:58 5f:11 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 15 | 8372733 Antminer | ASIC | online | 10.1.30.234 | 34:15 08:58 09:49 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 16 | 8372733 Antminer | ASIC | online | 10.1.30.234 | 34:15 08:58 09:49 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 17 | 8372739 Antminer | ASIC | online | 10.1.31.252 | 34:15 08:58 09:49 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 18 | 8372739 Antminer | ASIC | online | 10.1.31.252 | 34:15 08:58 09:49 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 19 | 8372741 Antminer | ASIC | online | 10.1.31.221 | 34:15 13:06:70:09 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 20 | 8372742 Antminer | ASIC | online | 10.1.31.240 | 94:c3 08:58 09:74:0f | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 21 | 8372743 Antminer | ASIC | online | 10.1.31.52 | 34:15 08:51 00:80 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 22 | 8372744 Antminer | ASIC | online | 10.1.31.220 | 34:15 13:02:46:36 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 23 | 8372759 Antminer | ASIC | online | 10.1.30.222 | c4f3 01:80:80:80:82 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 24 | 8372759 Antminer | ASIC | online | 10.1.30.222 | 34:15 08:45:36:06 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 0.13-cve544 1.6.0.22 |
| 25 | 8372760 Antminer | ASIC | online | 10.1.30.250 | 64:c8:47:3f:38:88 | Antminer S19PRO | ASIC35 Beigolite | ARMv7 Processor rev 7 (v7l) | Generic ARM33X (Flatpanel Device Tree) | 3.8.19.1 |

| | | | | | | | | | | | | |
|-----|---------|---------------|------|---------|--------------|-------------------|-----------------|-------------------|-----------------------------|--|-----------------------|--|
| 140 | 8768072 | beom2020m125 | ASIC | online | 10.1.30.99 | 3c:a3:08:4b:c1:e1 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 141 | 8768621 | beom2020m127 | ASIC | online | 10.1.1.242 | 02:30:35:9c:07:c1 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 142 | 886519 | beom2020m128 | ASIC | online | 10.1.30.240 | 02:3c:26:57:0c:01 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 143 | 886662 | beom2020m129 | ASIC | online | 10.1.1.61 | 02:07:c5:c6:4e:36 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 144 | 886588 | beom2020m130 | ASIC | online | 10.1.30.146 | 02:8f:85:94:c3:5b | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 145 | 886525 | beom2020m1304 | ASIC | online | 10.1.30.254 | 02:67:78:26:c2:4 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 146 | 886544 | beom2020m1305 | ASIC | online | 10.1.30.27 | 02:37:c2:17:7c:49 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 147 | 886688 | beom2020m1306 | ASIC | online | 10.1.11.111 | 02:5c:f6:88:c9:36 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 148 | 886622 | beom2020m1307 | ASIC | online | 10.1.30.107 | 02:66:07:19:1f:af | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 149 | 886530 | beom2020m1310 | ASIC | online | 10.1.30.11 | 02:a0:c6:b6:42:0d | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 150 | 886680 | beom2020m1321 | ASIC | offline | 10.1.11.222 | 02:3f:05:c2:68 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 151 | 872747 | beom2020m1312 | ASIC | online | 10.1.30.44 | 3c:a3:08:53:45:1c | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 152 | 886699 | beom2020m1313 | ASIC | online | 10.1.13.182 | 02:54:d1:27:61:1a | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 153 | 886821 | beom2020m1317 | ASIC | online | 10.1.1.253 | 3c:a3:08:47:3a:38 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 154 | 886535 | beom2020m1321 | ASIC | online | 10.1.30.26 | 02:15:5b:76:24:4 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 155 | 886814 | beom2020m1322 | ASIC | online | 10.1.13.130 | 3c:a3:08:67:3a:3a | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 156 | 886780 | beom2020m1323 | ASIC | online | 10.1.30.106 | 02:5b:51:49:34:08 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 157 | 886687 | beom2020m1324 | ASIC | online | 10.1.11.102 | 02:56:4f:13:42:85 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 158 | 886691 | beom2020m1326 | ASIC | online | 10.1.1.155 | 02:40:39:39:84 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 159 | 886689 | beom2020m1328 | ASIC | online | 10.1.1.100 | 02:3f:c1:a3:0f:00 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 160 | 886546 | beom2020m1328 | ASIC | online | 10.1.30.70 | 02:77:a7:75:72 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 161 | 886686 | beom2020m1328 | ASIC | online | 10.1.13.106 | 02:6f:17:7f:1c:5f | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 162 | 886813 | beom2020m1331 | ASIC | online | 10.1.11.173 | 04:c3:6e:c8:51:c1 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 163 | 886665 | beom2020m1341 | ASIC | online | 10.1.1.182 | 02:59:63:7b:c8 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 164 | 886685 | beom2020m1342 | ASIC | online | 10.1.31.140 | 02:57:40:b7:c9:04 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 165 | 886530 | beom2020m1344 | ASIC | online | 10.1.30.60 | 02:95:3b:8e:47:1e | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 166 | 886670 | beom2020m1345 | ASIC | online | 10.1.10.151 | 02:37:81:cb:20:50 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 167 | 886650 | beom2020m1347 | ASIC | online | 10.1.1.156 | 02:3f:77:86:c8:10 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 168 | 886630 | beom2020m1348 | ASIC | online | 10.1.30.136 | 02:74:2b:21:66:97 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 169 | 886551 | beom2020m1350 | ASIC | online | 10.1.30.98 | 02:8f:80:b0:13:1a | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 170 | 886630 | beom2020m1353 | ASIC | online | 10.1.30.181 | 02:1d:75:fe:02:47 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 171 | 886640 | beom2020m1354 | ASIC | online | 10.1.30.216 | 02:1d:05:fb:13:1b | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 172 | 886618 | beom2020m1355 | ASIC | online | 10.1.30.238 | 02:17:7f:c8:29:59 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 173 | 886696 | beom2020m1356 | ASIC | online | 10.1.20.201 | 02:8f:81:07:09:58 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 174 | 886624 | beom2020m1357 | ASIC | online | 10.1.1.183 | 94:3c:1c:01:7:94 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 175 | 886643 | beom2020m1358 | ASIC | online | 10.1.30.408 | 02:65:79:0f:09:49 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 176 | 886635 | beom2020m1359 | ASIC | online | 10.1.30.175 | 02:e6:52:a3:1c | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 177 | 886729 | beom2020m1361 | ASIC | online | 10.1.30.149 | 14:84:c1:16:13:03 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 178 | 886537 | beom2020m1364 | ASIC | online | 10.1.30.57 | 02:0f:6f:1c:1c | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 179 | 886534 | beom2020m1365 | ASIC | offline | 10.1.30.51 | 02:64:61:3b:10:08 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 180 | 886705 | beom2020m1366 | ASIC | online | 10.1.1.151 | 3c:a3:08:46:19:19 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 181 | 886535 | beom2020m1367 | ASIC | online | 10.1.30.56 | 02:26:1c:cb:03:59 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 182 | 886701 | beom2020m1368 | ASIC | online | 10.1.1.211 | 02:6b:0a:0f:05 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 183 | 886677 | beom2020m1368 | ASIC | online | 10.1.1.239 | 02:05:c1:e4:6:4e | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 184 | 886531 | beom2020m1362 | ASIC | online | 10.1.30.227 | 02:15:12:05:72:77 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 185 | 886528 | beom2020m1363 | ASIC | online | 10.1.30.240 | 02:37:61:06:55:57 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 186 | 886679 | beom2020m1369 | ASIC | online | 10.1.11.136 | 02:5e:09:75:3c:81 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 187 | 872747 | beom2020m1335 | ASIC | online | 10.1.11.107 | 3c:a3:11:03:0a:2a | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 188 | 886657 | beom2020m1338 | ASIC | online | 10.1.1.146 | 02:50:c1:03:24:24 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 189 | 887215 | beom2020m1341 | ASIC | online | 10.1.1.145 | 60:86:d1:66:58:4 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 3.8.13.10-13.15-55401 signed 1.6.0.22 |
| 190 | 886647 | beom2020m1343 | ASIC | online | 10.1.1.146 | 02:15:11:0b:1c:08 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 191 | 886647 | beom2020m1344 | ASIC | online | 10.1.1.150 | 02:e5:52:1b:1c | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 192 | 886616 | beom2020m1347 | ASIC | offline | 10.1.31.295 | 02:e5:52:1b:1c | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 193 | 872714 | beom2020m1348 | ASIC | online | 10.1.1.155 | 02:45:43:c3:4f:c3 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 194 | 886646 | beom2020m1401 | ASIC | online | 10.1.30.182 | 02:6c:78:cc:a0:48 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 195 | 886631 | beom2020m1405 | ASIC | online | 10.1.10.177 | 02:3f:87:8a:2:08 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 196 | 886651 | beom2020m1406 | ASIC | online | 10.1.1.139 | 02:af:4d:48:14:4a | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 197 | 886641 | beom2020m1407 | ASIC | offline | 192.168.1.17 | 02:a0:c6:01:86:42 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 198 | 886532 | beom2020m1408 | ASIC | online | 10.1.30.107 | 02:0f:6f:1c:1c | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 199 | 886667 | beom2020m1417 | ASIC | online | 10.1.11.184 | 02:50:18:0b:18:18 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 200 | 886666 | beom2020m1418 | ASIC | online | 10.1.30.185 | 02:39:31:05:c0:f | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 201 | 886551 | beom2020m1420 | ASIC | online | 10.1.1.112 | 02:46:21:ec:07:c7 | Armstrong S1890 | AM135a Beaglebone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Antmicro S1890P Hwmon | 4.9.113.10-13.15-55401 signed 1.6.0.22 |
| 202 | 886532 | beom2020m1422 | ASIC | online | 10.1.30.28 | 02:b0:c1:ba:0c:6e | Armstrong S1890 | | | | | |

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|-----|---------|---------------|--------|---------|--------------|-------------------------|------------------------|-------------------|---------------------------------------|--|------------------------|---|
| 284 | 8372308 | beni02c03n747 | ASC | offline | 10.1.30.245 | 3c-a3-08-46-5a-b3 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 285 | 836534 | beni02c03n748 | ASC | online | 10.1.30.29 | 02-2f31-99-1a-83 | Artiminer S19P00 | AM135a BeagleBone | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 286 | 836534 | beni02c03n801 | ASC | offline | 192.168.1.19 | 02-1e-96-82-8c-5e | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 287 | 836558 | beni02c03n802 | ASC | online | 10.1.30.91 | 02-44-c6-a9-b1-68 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 288 | 836601 | beni02c03n803 | ASC | offline | 192.168.1.24 | 02-66-4c-ca-b9-f1 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 289 | 836704 | beni02c03n804 | ASC | online | 10.1.30.143 | 3c-a3-08-34-3d-64 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 290 | 836704 | beni02c03n805 | ASC | online | 10.1.30.241 | 84-c3-6e-6c-19-29 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 291 | 836697 | beni02c03n806 | ASC | online | 10.1.11.174 | 02-6e-8e-82-4c-7f | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 292 | 836597 | beni02c03n807 | ASC | offline | 192.168.1.11 | 02-04-c6-8c-84-85 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 293 | 836206 | beni02c03n808 | ASC | online | 10.1.11.78 | 3c-a3-08-61-57-42 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 294 | 836705 | beni02c03n809 | ASC | online | 10.1.1.350 | 50-3386-36-ba-b6 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 295 | 836528 | beni02c03n810 | ASC | online | 10.1.30.127 | 02-05-c1-e6-5a-43 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 296 | 836693 | beni02c03n811 | ASC | online | 10.1.31.226 | 02-87-47-ac-ba-69 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 297 | 836457 | beni02c03n812 | ASC | online | 10.1.1.376 | 02-26-31-1c-30-67 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 298 | 870808 | beni02c03n813 | ASC | online | 10.1.11.103 | 4f-12-68-70-6e | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 299 | 870808 | beni02c03n814 | ASC | online | 10.1.11.35 | 64-c0-67-a7-7c-33 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 300 | 836705 | beni02c03n815 | ASC | online | 10.1.30.184 | 3c-a3-07-77-a7-47 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 301 | 836817 | beni02c03n817 | ASC | online | 10.1.11.153 | 50-1533-3b-78-83 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 302 | 836690 | beni02c03n818 | ASC | online | 10.1.1.1247 | 02-15-c3-a6-8c-62 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 303 | 836704 | beni02c03n819 | ASC | online | 10.1.30.239 | 34-15-1108-7b-32 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 304 | 836816 | beni02c03n819 | ASC | online | 10.1.11.161 | 3c-a3-08-58-34-3b | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 305 | 870595 | beni02c03n820 | ASC | online | 10.1.1.188 | 02-37-55-81-33-81 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 306 | 836637 | beni02c03n821 | ASC | online | 10.1.30.165 | 02-97-29-6b-08-67 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 307 | 836690 | beni02c03n822 | ASC | online | 10.1.11.100 | 02-73-86-86-ec-0e | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 308 | 836696 | beni02c03n823 | ASC | online | 10.1.31.373 | 02-2f-63-88-30-05 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 309 | 836561 | beni02c03n824 | ASC | online | 10.1.15.57 | 02-26-39-a6-1e-cc | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 310 | 836555 | beni02c03n825 | ASC | online | 10.1.11.24 | 02-48-91-01-04 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 311 | 836623 | beni02c03n826 | ASC | online | 10.1.30.252 | 02-25-3c-11-51-59 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 312 | 836548 | beni02c03n828 | ASC | online | 10.1.10.67 | 02-07-67-a2-08-64 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 313 | 836691 | beni02c03n829 | ASC | online | 10.1.11.229 | 02-1c-38-94-12-56 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 314 | 836680 | beni02c03n830 | ASC | online | 10.1.11.133 | 02-e4-18-0a-14-05 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 315 | 836691 | beni02c03n831 | ASC | online | 10.1.1.196 | 02-87-8f-8c-66-67 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 316 | 836663 | beni02c03n832 | ASC | online | 10.1.11.61 | 02-2f-61-ff-ff-16 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 317 | 836642 | beni02c03n833 | ASC | online | 10.1.30.198 | 02-6e-6a-4d-20-41 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 318 | 836630 | beni02c03n834 | ASC | online | 10.1.11.78 | 02-0f-61-a2-3a-3a | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 319 | 836248 | beni02c03n835 | ASC | online | 10.1.1.186 | 3c-a3-05-3b-3a-05 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 320 | 8372483 | beni02c03n839 | ASC | online | 10.1.11.159 | 50-6838-52-56-6c | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5440 sgm1.6.0.22 |
| 321 | 836611 | beni02c03n841 | ASC | online | 10.1.30.229 | 02-8f-6f-6f-6f-6f | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 322 | 836552 | beni02c03n846 | ASC | online | 10.1.30.94 | 02-a6-af-65-65-6a | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 323 | 836555 | beni02c03n847 | ASC | online | 10.1.30.99 | 02-54-80-c9-12-61 | Artiminer S19P00 | Artiminer | Artiminer | Artiminer | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 324 | 838914 | beni02c03n940 | DEVICE | online | 10.1.30.140 | 5c-3a-c0-b3-3c-08 | OpenCL C2.0 GPU 1080Ti | IPS | Intel(R) Xeon(R) E-2336 CPU @ 2.90GHz | | Artiminer S19P00 Hwmon | 4.9.113.0-0.1.13-0ev5440 sgm1.6.0.22 |
| 325 | 9118522 | beni03n940 | DEVICE | offline | 10.1.31.20 | 0f80-c1a6-d6ff-f80-d8b3 | e8-3a-c0-b0-a8-81 | - | | | | |
| 326 | 838914 | cdm11 | ASC | online | 10.1.30.26 | 3c-a3-08-57-14-94 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 327 | 838914 | cdm116 | ASC | online | 10.1.30.108 | 3c-a3-08-56-17-80 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 328 | 838914 | cdm117 | ASC | online | 10.1.30.154 | 50-6338-c0-3c-27 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 329 | 838914 | cdm118 | ASC | online | 10.1.30.154 | c4f3-12-60-70-2c | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 330 | 838913 | cdm119 | ASC | online | 10.1.30.204 | 94-63-6d-ec-20-29 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 331 | 838914 | cdm120 | ASC | online | 10.1.30.237 | 94-63-6d-ec-33-88 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 332 | 838913 | cdm126 | ASC | online | 10.1.30.184 | 3c-a3-05-50-18-32 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 333 | 838914 | cdm128 | ASC | online | 10.1.11.53 | 3c-a3-08-59-69-67 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 334 | 838914 | cdm130 | ASC | online | 10.1.30.109 | 3c-a3-08-54-63-73 | Artiminer S19P00 | AM135a BeagleBone | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |

Container 2 – Rosebud ASIC Mining Equipment

| id | name | platform | offline/online | ip | mac | cpu id | motherboard | mb manufacturer | cpu model | asic model | linux kernel | |
|----|-----------------------|----------|----------------|-------------|-------------------|--------|------------------|-----------------|-----------------------------|--|------------------------|---|
| 1 | 10389101 asc03A8567 | ASC | online | 10.1.27.236 | 02-2e-8f-bb-36-e7 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 2 | 10389101 asc03A8567 | ASC | online | 10.1.27.231 | 02-2e-8f-bb-36-e7 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 3 | 8389162 beni02c03n940 | ASC | online | 10.1.27.223 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 4 | 8389162 beni02c03n940 | ASC | online | 10.1.26.123 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 5 | 8389162 beni02c03n940 | ASC | online | 10.1.26.120 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 6 | 8389162 beni02c03n940 | ASC | online | 10.1.26.103 | 94-ef-64-3e-78-31 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 7 | 8389162 beni02c03n940 | ASC | online | 10.1.26.112 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 8 | 8389162 beni02c03n940 | ASC | online | 10.1.27.148 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 9 | 8389162 beni02c03n940 | ASC | online | 10.1.26.136 | 4c-3f-12-80-62-42 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 10 | 8389162 beni02c03n940 | ASC | online | 10.1.27.147 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 11 | 8389162 beni02c03n940 | ASC | online | 10.1.27.160 | 3c-30-86-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 12 | 8384611 beni02c03n940 | ASC | offline | 10.1.27.134 | 64-0f-8b-62-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 13 | 8384611 beni02c03n940 | ASC | offline | 10.1.27.239 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 14 | 8378366 beni02c03n940 | ASC | online | 10.1.27.246 | 3c-30-85-88-78-68 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 15 | 8378366 beni02c03n940 | ASC | online | 10.1.27.258 | 50-33-84-8c-8f-64 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 16 | 8378366 beni02c03n940 | ASC | online | 10.1.27.229 | 50-33-84-8c-8f-64 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 17 | 8384611 beni02c03n940 | ASC | online | 10.1.27.739 | 64-0f-8b-62-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 18 | 8384611 beni02c03n940 | ASC | online | 10.1.27.747 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 19 | 8378367 beni02c03n940 | ASC | offline | 10.1.26.119 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 20 | 8378367 beni02c03n940 | ASC | online | 10.1.26.169 | 3c-30-85-84-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 21 | 8378367 beni02c03n940 | ASC | online | 10.1.26.125 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 22 | 8378367 beni02c03n940 | ASC | online | 10.1.26.171 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 23 | 8384611 beni02c03n940 | ASC | online | 10.1.26.123 | 64-0f-8b-62-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 24 | 8384611 beni02c03n940 | ASC | online | 10.1.26.123 | 64-0f-8b-62-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 25 | 8378367 beni02c03n940 | ASC | online | 10.1.27.208 | 4c-3f-12-80-62-42 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 26 | 8384611 beni02c03n940 | ASC | online | 10.1.26.123 | 64-0f-8b-62-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 27 | 8384611 beni02c03n940 | ASC | online | 10.1.27.238 | 64-0f-8b-62-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 28 | 8384611 beni02c03n940 | ASC | online | 10.1.27.745 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 29 | 8384611 beni02c03n940 | ASC | online | 10.1.26.234 | 34-11-13-0c-7f-0c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 30 | 8384611 beni02c03n940 | ASC | online | 10.1.26.101 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 31 | 8384611 beni02c03n940 | ASC | online | 10.1.26.102 | 3c-30-84-80-30-49 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 32 | 8384611 beni02c03n940 | ASC | online | 10.1.27.244 | 34-11-13-0c-7f-0c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 33 | 8384611 beni02c03n940 | ASC | online | 10.1.26.52 | 3c-30-84-8c-7e-7c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 34 | 8384611 beni02c03n940 | ASC | online | 10.1.26.246 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 35 | 8382678 beni02c03n940 | ASC | online | 10.1.26.58 | 50-33-84-8c-8f-64 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 36 | 8382678 beni02c03n940 | ASC | online | 10.1.26.134 | 3c-30-85-84-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 37 | 8382678 beni02c03n940 | ASC | online | 10.1.26.134 | 3c-30-85-84-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 38 | 8382678 beni02c03n940 | ASC | online | 10.1.26.34 | 3c-30-85-80-89-64 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 39 | 8384611 beni02c03n940 | ASC | online | 10.1.27.149 | 3c-30-85-84-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 40 | 8384611 beni02c03n940 | ASC | online | 10.1.27.149 | 3c-30-85-84-83-82 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 41 | 8389162 beni02c03n940 | ASC | online | 10.1.27.227 | 4c-3f-12-86-69-48 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 42 | 8384611 beni02c03n940 | ASC | online | 10.1.27.100 | 34-11-13-0c-7f-0c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 43 | 8384611 beni02c03n940 | ASC | online | 10.1.27.166 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 44 | 8384611 beni02c03n940 | ASC | online | 10.1.27.250 | 3c-30-85-81-95-9a | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 45 | 8372247 beni02c03n940 | ASC | online | 10.1.27.120 | 18-03-07-4f-29-01 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 46 | 8384611 beni02c03n940 | ASC | online | 10.1.27.771 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 47 | 8384611 beni02c03n940 | ASC | online | 10.1.26.251 | 4c-3f-12-80-62-42 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 48 | 8384611 beni02c03n940 | ASC | online | 10.1.27.229 | 3c-30-85-80-89-67 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 49 | 8372246 beni02c03n940 | ASC | online | 10.1.27.158 | 64-0f-81-25-69 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 50 | 8384611 beni02c03n940 | ASC | online | 10.1.27.779 | 3c-30-85-81-95-9a | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 51 | 8384611 beni02c03n940 | ASC | online | 10.1.26.158 | 18-04-0c-6f-2b-2b | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 52 | 8384611 beni02c03n940 | ASC | online | 10.1.26.60 | 64-0f-8f-12-14 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 53 | 8384611 beni02c03n940 | ASC | online | 10.1.27.18 | 94-ef-64-3e-78-31 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 54 | 8384611 beni02c03n940 | ASC | online | 10.1.26.203 | 3c-30-85-81-95-9a | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 55 | 8384611 beni02c03n940 | ASC | offline | 10.1.26.110 | 3c-30-80-70-52 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 56 | 8389162 beni02c03n940 | ASC | online | 10.1.27.210 | 3c-30-85-81-95-9a | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 57 | 8384611 beni02c03n940 | ASC | online | 10.1.26.194 | 3c-30-80-70-52 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 58 | 8382618 beni02c03n940 | ASC | online | 10.1.27.245 | 08-06-17-4f-2f-08 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 59 | 8384611 beni02c03n940 | ASC | online | 10.1.27.153 | 3c-30-85-81-95-9a | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 60 | 8384611 beni02c03n940 | ASC | online | 10.1.26.30 | 94-ef-64-3e-78-31 | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 61 | 8384611 beni02c03n940 | ASC | online | 10.1.27.129 | 3c-30-84-8c-7e-7c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 62 | 8384611 beni02c03n940 | ASC | online | 10.1.26.67 | 3c-30-85-81-95-9a | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 63 | 8384611 beni02c03n940 | ASC | online | 10.1.27.193 | 34-11-13-0c-7f-0c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5501 6.0.3.8 stable |
| 64 | 8382678 beni02c03n940 | ASC | offline | 10.1.26.124 | 3c-30-84-8c-7e-7c | - | Artiminer S19P00 | Artiminer | ARMv7 Processor rev 2 (v7l) | Generic AM135X (Flattened Device Tree) | Artiminer S19P00 Hwmon | 3.8.13.1-0.1.13-0ev5 |

| | | | | | | | | | | | | |
|-----|--------|--------------|-----|--------|------------|----------------|-------------------|----------------------------|--|--|---|---|
| 23 | 834262 | ben020020338 | ASC | office | 10.126.17 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 23 | 834666 | ben020020401 | ASC | office | 10.126.51 | 34.15.11.04.49 | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 | |
| 23 | 834666 | ben020020401 | ASC | office | 10.126.51 | 34.15.11.04.49 | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 | |
| 208 | 834762 | ben020020602 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 209 | 834767 | ben020020603 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 210 | 834767 | ben020020604 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 211 | 835959 | ben020020605 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 212 | 834767 | ben020020606 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 213 | 834767 | ben020020607 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 214 | 834767 | ben020020608 | ASC | office | 10.126.176 | 30.11.08.77.26 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 215 | 835959 | ben020020609 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 216 | 835959 | ben020020610 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 217 | 873831 | ben020020612 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 218 | 835959 | ben020020613 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 219 | 834767 | ben020020614 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 220 | 834905 | ben020020615 | ASC | office | 10.126.176 | 30.11.08.77.26 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 221 | 834767 | ben020020616 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 222 | 834767 | ben020020617 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 223 | 834767 | ben020020618 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 224 | 835959 | ben020020619 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 225 | 835959 | ben020020621 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 226 | 873836 | ben020020622 | ASC | office | 10.126.177 | 30.11.08.77.26 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 227 | 834767 | ben020020623 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 228 | 835959 | ben020020624 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 229 | 872208 | ben020020627 | ASC | office | 10.127.247 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 230 | 834767 | ben020020628 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 231 | 834946 | ben020020629 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 232 | 834946 | ben020020630 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 233 | 834946 | ben020020631 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 234 | 834666 | ben020020633 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 235 | 835959 | ben020020634 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 236 | 834767 | ben020020635 | ASC | office | 10.126.176 | 30.11.08.77.26 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 237 | 834767 | ben020020638 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 238 | 834767 | ben020020639 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 239 | 834767 | ben020020640 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 240 | 834767 | ben020020641 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 241 | 834767 | ben020020642 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 242 | 834767 | ben020020643 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 243 | 834767 | ben020020644 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 244 | 834767 | ben020020645 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 245 | 835959 | ben020020646 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 246 | 835959 | ben020020647 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 247 | 834767 | ben020020648 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 248 | 835959 | ben020020702 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 249 | 835959 | ben020020708 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 250 | 835959 | ben020020709 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 251 | 834767 | ben020020712 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 252 | 834946 | ben020020713 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 253 | 834946 | ben020020714 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 254 | 834946 | ben020020716 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 255 | 834946 | ben020020717 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 256 | 834946 | ben020020718 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 257 | 834666 | ben020020719 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 258 | 835959 | ben020020720 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 259 | 834767 | ben020020721 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 260 | 835959 | ben020020722 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 261 | 835959 | ben020020723 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 262 | 835959 | ben020020724 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 263 | 835959 | ben020020725 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 264 | 835959 | ben020020726 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 265 | 835959 | ben020020727 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 266 | 835959 | ben020020730 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 267 | 835959 | ben020020731 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 268 | 873831 | ben020020732 | ASC | office | 10.126.178 | 60.86.16.32.30 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 269 | 835959 | ben020020733 | ASC | office | 10.126.111 | 64.47.64.64.64 | Antennex S3180P | AM315x Beaglebone | ABNv7 Processor rev 2 (v7) | Generic AM315X (Flattened Device Tree) | Antennex S3180P Hsion | 3.8.13.01 13-13v5448 ispec 1.6.0.22 |
| 270 | 834767 | ben020020801 | ASC | office | 10.126.177 | 02.37.05.49.49 | Antennex S3180P | Antilogic | Antilogic | Antennex S3180P Hsion | 4.9.11.01 13-13v5448 ispec 1.6.0.22 | |
| 271 | 834767 | ben020020802 | ASC | office | 10.126.177 | | | | | | | |

Container 1 -- Rosebud ASIC Mining Equipment

[illegible]

| | | | | | | | | | | | | |
|-----|----------|---------------|-------|---------|-------------|--------------------|---|--------------------------|-------------------|--|------------------------|---|
| 273 | 8350396 | benm0205m086 | ASC | online | 10.1.23.171 | 02:25:40:7f:7c:d2 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 274 | 8350386 | benm0205m0807 | ASC | online | 10.1.23.163 | 02:36:20:ac:60:da | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 275 | 8350377 | benm0205m0808 | ASC | offline | 10.1.23.157 | 02:36:ed:a0:54:a8 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 276 | 8350418 | benm0205m0809 | ASC | offline | 10.1.22.106 | 02:76:55:0b:29:a2 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 277 | 8350267 | benm0205m0810 | ASC | online | 10.1.22.155 | 02:44:77:3b:14:32 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 278 | 8350333 | benm0205m0811 | ASC | online | 10.1.22.212 | 02:74:43:41:40:26 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 279 | 8350328 | benm0205m0812 | ASC | online | 10.1.22.151 | 02:40:47:17:8a:06 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 280 | 8357089 | benm0205m0813 | ASC | online | 10.1.22.165 | 18:93:67:a0:45:43 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 281 | 8357447 | benm0205m0814 | ASC | online | 10.1.23.150 | 40:b6:a1:17:66:6e | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 282 | 8357480 | benm0205m0815 | ASC | online | 10.1.23.205 | 94:c3:6d:e1:30:77 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 283 | 8357399 | benm0205m0816 | ASC | online | 10.1.23.155 | 3c:a3:08:45:74:a4 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 284 | 8356279 | benm0205m0817 | ASC | online | 10.1.22.28 | 34:15:11:0f:22:3e | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 285 | 8356482 | benm0205m0818 | ASC | online | 10.1.23.184 | 02:6f:ac:05:18:f9 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 286 | 8356993 | benm0205m0819 | ASC | online | 10.1.22.174 | 60:b6:a1:6d:29:6e | - | Antminer S19PRO | Amlogic | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 287 | 8350312 | benm0205m0820 | ASC | online | 10.1.22.216 | 02:36:89:87:76:59 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 288 | 8350311 | benm0205m0821 | ASC | online | 10.1.22.219 | 02:4e:8b:ca:39:a1 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 289 | 8350266 | benm0205m0822 | ASC | online | 10.1.22.221 | 02:35:2d:80:cf:5f | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 290 | 8357340 | benm0205m0823 | ASC | offline | 10.1.23.114 | 3c:a3:08:4e:4e:9e | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 291 | 8355550 | benm0205m0825 | ASC | online | 10.1.23.178 | 60:b6:a1:19:5f:37 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 292 | 8357453 | benm0205m0827 | ASC | offline | 10.1.22.158 | 3c:a3:08:5cf:22 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 293 | 8350326 | benm0205m0828 | ASC | online | 10.1.22.123 | 02:47:3b:87:a2:c4 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 294 | 8357402 | benm0205m0830 | ASC | online | 10.1.23.61 | 3c:a3:08:5c:64:63 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 295 | 8357388 | benm0205m0831 | ASC | online | 10.1.23.154 | 3c:a3:08:5c:73:cd | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 296 | 9109462 | benm0205m0832 | ASC | online | 10.1.22.86 | 64:c7:6b:08:3c:3d | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 297 | 8356844 | benm0205m0833 | ASC | online | 10.1.22.161 | 94:c3:6d:48:08:44 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 298 | 8355546 | benm0205m0834 | ASC | online | 10.1.23.137 | 94:c3:6d:09:08:c3 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 299 | 8355872 | benm0205m0835 | ASC | online | 10.1.23.09 | 94:c3:6d:f2:c0:c0 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 300 | 8350339 | benm0205m0836 | ASC | online | 10.1.22.208 | 02:85:c1:c5:3b:c0 | - | Antminer S19PRO | Amlogic | Amlogic | Antminer S19PRO Hicson | 4.9.113 [0-1-13-0ev]S401 signed 1.6.0.22 |
| 301 | 8359373 | benm0205m0837 | ASC | online | 10.1.22.126 | 3c:a3:08:25:31:18 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 302 | 8357483 | benm0205m0838 | ASC | offline | 10.1.22.173 | 64:c7:6b:d2:6e:97 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 303 | 8359371 | benm0205m0840 | ASC | online | 10.1.23.08 | 3c:a3:08:5b:4c:67 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 304 | 8357398 | benm0205m0841 | ASC | online | 10.1.23.86 | 3c:a3:08:4c:e1:55 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 305 | 8355332 | benm0205m0842 | ASC | online | 10.1.23.121 | 3c:a3:08:1f:1e:87 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 306 | 8357446 | benm0205m0843 | ASC | online | 10.1.23.152 | 60:b6:a1:19:4b:03 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 307 | 8357345 | benm0205m0844 | ASC | online | 10.1.23.10 | 3c:a3:08:4c:4e:15 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 308 | 8359374 | benm0205m0843 | ASC | online | 10.1.23.149 | 3c:a3:08:5c:cf:3f | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 309 | 8357464 | benm0205m0843 | ASC | online | 10.1.23.192 | 3c:a3:08:45:72:2f | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 310 | 8372174 | benm0205m0842 | ASC | online | 10.1.23.10 | 3c:a3:08:5c:08:08 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 311 | 8356850 | benm0205m0801 | ASC | online | 10.1.22.154 | 3c:a3:08:5cf:01:a4 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S401 signed 1.6.0.22 |
| 312 | 10388774 | benm0205m0840 | DEVIC | online | 10.1.20.140 | 5c:ba:2c:0b:3c:c8 | - | Proslant D-20 Gen10 Plus | HPE | Intel(R) Xeon(R) E-2336 CPU @ 2.90GHz | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S501 1.6.0.38 stable |
| 313 | 10388785 | etlcm14 | ASC | online | 10.1.22.106 | 44f3:12:68:ac:80 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S501 1.6.0.38 stable |
| 314 | 10388783 | etlcm21 | ASC | offline | 10.1.23.152 | 50:39:88:39:9c:9a | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 315 | 10388775 | etlcm22 | ASC | offline | 10.1.22.65 | 3c:a3:08:75:c4:04 | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 316 | 10388776 | etlcm23 | ASC | offline | 10.1.22.71 | 3c:a3:08:73:1c:5b | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 317 | 10388778 | etlcm24 | ASC | offline | 10.1.22.141 | 3c:a3:08:67:20:9c | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 318 | 10388779 | etlcm33 | ASC | offline | 10.1.22.36 | 64:c7:09:09:05:97 | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #12 SMP Tue Mar 25 14:21:11 CST 2022 |
| 319 | 10388789 | etlcm34 | ASC | offline | 10.1.23.225 | 34:f5:13:04:4b:08 | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 320 | 10388786 | etlcm35 | ASC | online | 10.1.22.206 | 3c:a3:08:6a:38:bc | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S501 1.6.0.38 stable |
| 321 | 10388777 | etlcm39 | ASC | offline | 10.1.22.251 | 50:39:85:15:9f | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 322 | 10388781 | etlcm40 | ASC | offline | 10.1.22.217 | 94:f1:6d:08:34:15 | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #11 SMP Fri Oct 15 11:14:27 CST 2021 |
| 323 | 10388788 | etlcm46 | ASC | online | 10.1.23.187 | 60:b6:a1:17:65:36 | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S501 1.6.0.38 stable |
| 324 | 10388784 | etlcm13 | ASC | offline | 10.1.22.158 | 02:58:4b:09:c0:d0 | - | BIH42601 (126 chips) | Amlogic | - | Antminer S19PRO | Linux 4.9.113 #1 SMP PREEMPT Thu Aug 12 10:31:25 CST 2021 |
| 325 | 10388787 | etlcm28 | ASC | offline | 10.1.22.253 | 02:02:fb:48:79:c0 | - | BIH42601 (126 chips) | Amlogic | - | Antminer S19PRO | Linux 4.9.113 #1 SMP PREEMPT Thu Aug 12 10:31:25 CST 2021 |
| 326 | 10388782 | etlcm32 | ASC | offline | 10.1.23.04 | 02:67:73:f1:85:c1 | - | BIH42601 (126 chips) | Amlogic | - | Antminer S19PRO | Linux 4.9.113 #1 SMP PREEMPT Thu Aug 12 10:31:25 CST 2021 |
| 327 | 10388780 | etlcm33 | ASC | offline | 10.1.22.140 | 3c:a3:08:6a:37:0f | - | BIH42601 (126 chips) | BeagleBone | - | Antminer S19PRO | Linux 3.8.13+ #12 SMP Tue Mar 22 17:35:38 CST 2021 |
| 328 | 10388790 | etlcm01 | ASC | online | 10.1.23.214 | c4f3:12:00:24:ae | - | Antminer S19PRO | AM3359 BeagleBone | ARM7 Processor rev 2 (V7) Generic AM33XX (Flattened Device Tree) | Antminer S19PRO Hicson | 3.8.13+ [0-1-13-0ev]S501 1.6.0.38 stable |

Attachment 2
Contracts and Permits

1. OH EPA Permit No. P0135456 held by Bald Eagle Mining, LLC for up to 2 engines at Pin Oak Energy Partners LLC's Grubbs well pad.
2. Gas Purchase Agreement dated November 1, 2023 between Pin Oak Energy Partners LLC and Bald Eagle Mining, LLC.
3. Natural Gas Purchase Agreement dated as of August 16, 2021 by and between Geopetro LLC and Bald Eagle Mining, LLC, as amended by that certain Natural Gas Purchase Agreement Amendment #1 – Rosebud Site dated as of June 2, 2022 between Geopetro LLC and Bald Eagle Mining, LLC.

Attachment 3
Real Property

1. Facilities Use Agreement dated November 1, 2023 btw Pin Oak Energy Partners LLC and Bald Eagle Mining, LLC.

Exhibit B

Form of Consent and Agreement (Geopetro LLC)

CONSENT AND AGREEMENT

This Consent and Agreement (“**Consent**”), dated as of January 17, 2025, is by and among **GEOPETRO LLC**, an Ohio limited liability company (“**Geopetro**”), **BALD EAGLE MINING, LLC**, an Ohio limited liability company (“**Bald Eagle**”), and **AGRIFORCE GROWING SYSTEMS LTD.**, a company incorporated under the laws of the Province of British Columbia (“**AgriFORCE**”). This Consent is being delivered pursuant to that certain Asset Purchase Agreement, dated as of January 17, 2025, by and between AgriFORCE and Bald Eagle (the “**APA**”).

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of Geopetro, Bald Eagle and AgriFORCE, the parties agree as follows:

1. **Consent to Assignment of Agreement.** Geopetro hereby consents to the assignment of all of the rights and the delegation of all of the duties of Bald Eagle under that certain Natural Gas Purchase Agreement, dated as of August 16, 2021, by and between Geopetro and Bald Eagle, as amended by that certain Natural Gas Purchase Agreement Amendment #1 – Rosebud Site, dated as of June 2, 2022 (the “**NGPA**”), by Bald Eagle to AgriFORCE. All terms, conditions, and provisions of the NGPA shall remain in full force and effect. This Consent shall not be considered as a novation of the NGPA.
2. **Representations, Ratification.** Geopetro represents that the NGPA is in full force and effect and that Bald Eagle is not in default under the NGPA. Geopetro ratifies the NGPA.
3. **Release of Bald Eagle.** Geopetro agrees that Bald Eagle shall be fully and finally released from all obligations and duties under the NGPA upon the Closing (as defined in the APA) of the APA.
4. **Covenant to Assign Permit.** Geopetro agrees to use commercially reasonable efforts to cause its Ohio EPA Final Air Pollution Permit to Install and Operate No. P0131444 for Facility ID 0215062009 currently held for the benefit of Bald Eagle to be transferred to AgriFORCE such that AgriFORCE will have its own Permit to Install and Operate up to five (5) 1,468-hp Caterpillar G3512 NPL Engines (1MW natural gas generator power plants) currently located on Geopetro’s Rosebud 16-10-2 Well Pad in Columbiana County, Ohio.
5. **Covenants.** Bald Eagle agrees to reimburse Geopetro for all reasonable and necessary third-party invoiced expenses incurred by Geopetro in causing the permit transfer to be completed pursuant to this Consent. Additionally, AgriFORCE covenants and agrees to reimburse Geopetro for 50% of the monthly rent for the Surface Lease Agreement during the term of the NGPA.
6. **Condition Precedent.** It is an express condition precedent to the effectiveness of this Consent (the “**Condition Precedent**”), that AgriFORCE shall have provided to Geopetro: (a) a cash prepayment of \$50,000 via ACH or wire payment concurrent with Closing (as defined in the APA), which shall in no way limit or remove Geopetro’s rights under the Adequate Assurance of Performance provision in the NGPA, and (b) satisfactory evidence of insurance coverage as required by Exhibit D of the NGPA. The Condition Precedent is for the sole benefit of Geopetro.
7. **Effective Date.** This Consent shall be effective as of the Closing Time (as defined in the APA), subject to both the strict satisfaction (or waiver by Geopetro) of the Condition Precedent.
8. **Counterparts.** This Consent may be executed in one or more counterparts and delivered via electronic means, which, when taken together shall constitute a single original instrument.

GEOPETRO LLC

BALD EAGLE MINING, LLC

**AGRIFORCE GROWING
SYSTEMS, LTD.**

By: /s/ Andrew K. Stafford

Andrew K. Stafford
Member and CFO

By: /s/ Jeffrey S. Myers

Jeffrey S. Myers
Member and Manager

By: Jolie Kahn

Jolie Kahn, Esq.
Title: CEO and
General Counsel

Exhibit C

Form of Consent and Agreement (Pin Oak Energy Partners LLC)

CONSENT AND AGREEMENT

This Consent and Agreement (“**Consent**”), dated as of January 17, 2025, is by and among PIN OAK ENERGY PARTNERS LLC, an Ohio limited liability company (“**Pin Oak**”), BALD EAGLE MINING, LLC, an Ohio limited liability company (“**Bald Eagle**”), and AGRIFORCE GROWING SYSTEMS LTD., a company incorporated under the laws of the Province of British Columbia (“**AgriFORCE**”). This Consent is being delivered pursuant to that certain Asset Purchase Agreement, dated as of January 17, 2025, by and between AgriFORCE and Bald Eagle (the “**APA**”).

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of Pin Oak, Bald Eagle and AgriFORCE, the parties agree as follows:

1. Consent to Assignment of Agreements. Pin Oak hereby consents to the assignment of all of the rights and the delegation of all of the duties of Bald Eagle by Bald Eagle to AgriFORCE under (a) that certain Gas Purchase Agreement, dated as of November 1, 2023, by and between Pin Oak and Bald Eagle (the “**GPA**”) and (b) that certain Facilities Use Agreement, dated as of November 1, 2023, by and between Pin Oak and Bald Eagle (the “**FUA**” and together with the GPA, collectively, the “**Agreements**”). All terms, conditions, and provisions of the Agreements shall remain in full force and effect. This Consent shall not be considered as a novation of either of the Agreements.

2. Representations; Ratification. Pin Oak represents that each of the Agreements is full force and effect and that Bald Eagle is not in default under either of the Agreements. Pin Oak ratifies each of the Agreements.

3. Release of Bald Eagle. Pin Oak agrees that Bald Eagle shall be fully and finally released from all obligations and duties under each of the Agreements upon the Closing (as defined in the APA) of the APA.

4. Condition Precedent. It is an express condition precedent to the effectiveness of this Consent (the “**Condition Precedent**”), that, as a reasonable condition to Pin Oak’s consent to assignment of the GPA, AgriFORCE shall have provided to Pin Oak a \$25,000 cash prepayment at Closing (as defined in the APA) by wire for the services provided and to be provided by Pin Oak to AgriFORCE under the GPA. The Condition Precedent is for the sole benefit of Pin Oak.

5. Effective Date. This Consent shall be effective as of the Closing Time (as defined in the APA), subject to both the strict satisfaction (or waiver by Pin Oak) of the Condition Precedent.

6. Counterparts. This Consent may be executed in one or more counterparts and delivered via electronic means, which, when taken together shall constitute a single original instrument.

**PIN OAK ENERGY
PARTNERS LLC**

By: /s/ Brent Breon
Brent Breon
Chief Commercial Officer

BALD EAGLE MINING, LLC

By: /s/ Jeffrey Myers
Jeffrey S. Myers
Member and Manager

**AGRIFORCE GROWING
SYSTEMS, LTD.**

By: /s/ Jolie Kahn
Name: Jolie Kahn, Esq.
Title: CEO and General Counsel

Exhibit D

Form of License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use (Geopetro
LLC)



VIA EMAIL

January 17, 2025

AgriFORCE Growing Systems, Ltd.
800-525 West 8th Avenue
Vancouver, BC V5Z 1C6
Attention: Jolie Kahn, Esq., CEO and General Counsel
Email: jkahn@agriforcegs.com

RE: License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use

Dear Ms. Kahn:

This letter agreement confirms the agreement of Geopetro LLC ("Tenant") and AgriFORCE Growing Systems, Ltd. ("Subtenant") that in return for \$10 in cash paid by Subtenant to Tenant (the receipt and sufficiency of which are hereby acknowledged by Tenant), Tenant hereby: (a) sublets to Subtenant the Premises (i.e. the Designated Area shown on the Exhibit attached hereto and made a part hereof); and (b) grants to Subtenant a fully-paid, non-exclusive license to use the Access Driveway in order to access the Premises; in the case of both (a) and (b) immediately preceding, during the term of the Surface Lease Agreement ("SLA") for a portion of the Rosebud Well Pad located in Madison Township, Columbiana County, Ohio, for the purposes of constructing, operating and maintaining, and conducting the Supplemental Activities & Facilities and Use on the Premises. During the term of this letter agreement, Subtenant shall pay to Tenant 50% of Base Rent and Additional Rent on or before the date when due under the SLA. This letter agreement may be terminated at any time by either of Tenant and Subtenant upon delivery of written notice to the other (which notice may be via email). During the term of this letter agreement, following receipt of written notice (which notice may be via email) from Tenant, Subtenant shall do all things reasonably required by Tenant to ensure compliance by Tenant with the SLA. During the term of this letter agreement, Subtenant shall include Tenant as an additional insured for any insurance policies obtained related to the sublease of the Premises. Capitalized terms used in this letter agreement and not defined herein shall have the meaning ascribed to them in that certain Surface Lease Agreement dated January 14, 2022 that commences on March 1, 2022 by and between West Point Renewables, LLC, an Ohio limited liability company with an office located at 121 Brickyard Road, Mars, PA 16046, as Surface Owner or Lessor, and Geopetro LLC, an Ohio limited liability company, with its principal office located at 7100 N. High St., STE #303, Worthington, Ohio, 43085 as Lessee.

Sincerely,
GEOPETRO LLC

Andrew K. Stafford, Member and CFO

INTENDING TO BE LEGALLY BOUND, THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF THE DATE FIRST SET FORTH ABOVE.

AgriFORCE Growing Systems, Ltd.

By: /s/ Jolie Kahn

Name: Jolie Kahn, Esq.

Title: CEO and General Counsel

GEOPETRO LLC
OIL AND GAS PRODUCER

7100 N. HIGH STREET, SUITE #303
WORTHINGTON, OH 43085
PHONE (614)885.9350
FAX (614)885-1082
Email: INFO@GEOPETROLLC.COM
Web: WWW.GEOPETROLLC.COM



EXHIBIT

Attached to and made part of that certain Letter Agreement for ***License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use***, executed January 17, 2025 by and between Geopetro LLC and AgriFORCE Growing Systems Ltd.

The Premises shall be a designated area on the Existing Well Pad that is occupied by and reasonably necessary and convenient for the Supplemental Activities & Facilities described in the Surface Lease Agreement by and between West Point Renewables, LLC and Geopetro LLC. The designated area is anticipated to cover, but shall not be limited to, approximately 25,000 square feet. The proposed Premises (a.k.a. "Designated Area") is shown below.



Exhibit E

Form of Consent to Sublease (West Point Renewables, LLC)

CONSENT TO SUBLEASE

This Consent to Sublease (this “**Agreement**”) is effective as of the 17th day of January, 2025, among (a) **WEST POINT RENEWABLES, LLC**, an Ohio limited liability company with an office located at 121 Brickyard Road, Mars, PA 16046 (“**Landlord**”), and **GEOPETRO LLC**, an Ohio limited liability company, with its principal office located at 7100 N. High St., STE #303, Worthington, Ohio, 43085 (“**Tenant**”), and (c) **AGRIFORCE GROWING SYSTEMS, LTD.**, a company incorporated under the laws of the Province of British Columbia, having an office located at 800-525 West 8th Avenue, Vancouver, BC V5Z 1C6 (“**Subtenant**”).

RECITALS:

A. Landlord and Tenant are parties to that certain Surface Lease Agreement dated January 14, 2022 (the “**Lease**”), pursuant to which Tenant leases a portion of an Existing Well Pad located in Columbiana County, State of Ohio as more particularly described in the Lease (the “**Premises**”);

B. Tenant desires to sublet to Subtenant the entire Premises (the “**Sublease Premises**”) as more particularly described in the Sublease (as defined below), and Subtenant desires to sublease from Tenant the Sublease Premises.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Consent**. Subject to the terms and conditions contained in this Agreement, Landlord hereby consents to the subletting by Tenant of the Sublease Premises to Subtenant pursuant to a binding written agreement providing Subtenant with the requisite rights derivative of Tenant’s rights under the Lease to access and use the Sublease Premises for the purposes of constructing, operating and maintaining, and conducting the Supplemental Activities & Facilities and Use on the Sublease Premises (as amended and in effect from time to time, the “**Sublease**”), a copy of which Sublease is attached hereto and made a part hereof. Nothing contained herein shall be deemed to constitute a release of the Tenant from any of its obligations under the Lease, and Tenant shall remain fully liable for the payment and performance of all of its obligations under the Lease. Landlord’s consent contained herein shall not waive its rights as to any subsequent assignment, sublease or other transfer including, but not limited to, Landlord’s right to consent to any subsequent assignment, sublease or other transfer.
2. **Assumption of Liabilities**. Tenant and Subtenant shall be jointly and severally liable to Landlord for all of the obligations of the “Tenant” under the Lease with respect to the Sublease

Premises, including, without limitation, Tenant's indemnification obligations, and Landlord may enforce the same directly against Subtenant.

3. **No Obligations Created.** Notwithstanding anything in this Agreement or the Sublease to the contrary, Landlord shall not be bound by any of the provisions of the Sublease, and each of the parties to this Agreement agree and acknowledge that Landlord shall have no obligation or liability under the terms of the Sublease. Tenant and Subtenant acknowledge that Landlord has not reviewed the terms and conditions of the Sublease as a condition of this consent. Landlord's consent to the Sublease of the Sublease Premises to Subtenant does not constitute approval of the form or terms and conditions contained within the Sublease. This Agreement does not constitute approval by Landlord of any of the provisions of the Sublease and the Sublease shall not be construed to amend the Lease in any respect. Without limiting the generality of any of the foregoing, Landlord shall not be bound by any agreement, covenant, consent, or waiver of any term or condition of the Lease made or given by Tenant or Subtenant under or pursuant to the Sublease. Additionally, Landlord shall have no obligation to give notice of any default under the Lease except to Tenant (and only to the extent required under the Lease) and shall have no obligation to deal with any party other than Tenant with respect to the Lease or the Sublease Premises. Nothing in this Agreement or otherwise shall create privity of estate between Landlord and Subtenant, and Subtenant irrevocably waives any claims based on, or alleged to have arisen from, such privity of estate. Subtenant hereby releases, acquits and forever discharges Landlord and its agents, employees, officers, directors, partners, members and affiliates from any and all claims, liabilities and obligations arising out of or in any way related to the Sublease, which Subtenant or any party claiming by, through or under Subtenant now has or may ever have in the future against Landlord or any of such other parties, except to the extent of the gross negligence, recklessness, or intentionally misconduct of Lessor or its agents, employees, officers, directors, partners, members and affiliates. Subtenant acknowledges that Landlord would not have entered this Agreement without such release.

4. **Lease Obligations and Rights.** ~~[INTENTIONALLY LEFT BLANK]. In accordance with Section 4.16.6 of the Lease, Tenant acknowledges and agrees that if Tenant receives rent or any other consideration, either initially or over the term of the sublease, in excess of the Base Rent, Tenant shall pay to Landlord fifty percent (50%) of the excess. Notwithstanding anything contained in the Lease or Sublease to the contrary, and as an express condition of Landlord's consent, all rights that are designated as personal to Tenant under the Lease including, but not limited to, any rights of renewal or termination, or similar rights existing under the Lease, are hereby terminated and of no further force or effect.~~

5. **Indemnification.** To the fullest extent allowed by law, except to the extent of the gross negligence, recklessness, or intentionally misconduct of Lessor or its agents, employees, officers, directors, partners, members and affiliates, Subtenant shall indemnify, defend and hold harmless Landlord from and against any and all loss, liability, reasonable attorneys' fees, expenses and claims arising out of any injury to person or damage to property on or about the Sublease Premises caused by any act or omission of Subtenant, and their agents, servants, contractors, employees or invitees. The foregoing indemnification is supplemental and in addition to any indemnification contained in the Lease and Sublease.
6. **Condition of Sublease Premises.** Landlord makes no representations or warranties, express or implied, concerning the condition of the Sublease Premises or its suitability for Subtenant's use and Subtenant accepts the Sublease Premises in their "AS-IS" condition as of the date hereof.
7. **Subordination.** The Sublease and all rights of the Subtenant thereunder are subject and subordinate to the Lease and to any and all mortgages encumbering the Premises, the Lands or the property of which they are a part..
8. **Termination/Expiration of Lease.** The Sublease and all rights of the Subtenant thereunder are subject and subordinate to the Lease and, in the event of the expiration or early termination of the Term of the Lease while the Sublease is still in effect, Landlord and Subtenant agree that the Sublease shall terminate and Subtenant shall vacate and surrender the Premises.
9. **Conditions Precedent.** Tenant's or Subtenant's delivery to Landlord of the following item(s) together with originals of this Agreement executed by Tenant and Subtenant shall be, at Landlord's option, conditions precedent to the effectiveness of this Agreement: (a) a fully executed copy of the Sublease, (b) a certificate of insurance from Subtenant satisfying all the requirements of the Lease and naming the Landlord as additional insured, and (c) [intentionally deleted], ~~and (e) an administrative fee in the amount of \$1,000.00 as required by the Lease.~~ In the event that Landlord does not receive the Tenant's binding written agreement with the Subtenant, the certificate of insurance, ~~or the administrative fee~~ as required herein, this Agreement may, at Landlord's option, be declared to be null and void *ab initio*, and without force or effect. In the event that Tenant and Subtenant do not agree to the terms and conditions of this Agreement, this Agreement shall be null and void *ab initio*, and without force or effect.
10. **Limitation of Liability.** In addition to any other limitations of Landlord's liability as contained in the Lease, the liability of Landlord to either Tenant or Subtenant for any default

by Landlord under the terms of the Lease shall be limited to such party's actual damages therefor and shall be recoverable only from the interest of Landlord in the Premises in which the Sublease Premises are located, and neither Landlord nor any principal or affiliate of Landlord shall be personally liable for any deficiency.

11. **Brokerage.** In no event shall Landlord be liable for any leasing or brokerage commission with respect to the negotiation and execution of the Sublease or this Agreement. Tenant and Subtenant shall each jointly and severally indemnify, defend and hold Landlord harmless from and against all costs, expenses, attorneys' fees and other liability for commissions or other compensation claimed by any broker or agent with respect to the Sublease or this Agreement.
12. **Notices.** All notices and other communications given pursuant to the Lease and this Agreement shall be in writing and shall be given in the manner and to the addresses provided in the Lease.
13. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that, as of the date hereof, it has no defenses to the performance thereof. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) Tenant does not have any claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord or Tenant.
14. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Agreement shall be binding upon Landlord, Tenant, and Subtenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Agreement and the terms of the Sublease, the terms of this Agreement shall prevail. This Agreement shall be governed by the laws of the state in which the Sublease Premises are located.
15. **Amendment; Entire Agreement.** This Agreement shall not be amended or modified except by an instrument in writing signed by all the parties hereto and this Agreement (and, as between Tenant and Subtenant, the Sublease) contains all of the agreements, understandings, representations and warranties of the parties with respect to the subject matter hereof.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

(remainder of page blank, signatures on next page)

IN WITNESS WHEREOF, Landlord, Tenant and Subtenant have caused this Agreement to be executed as of the date first written above, each by its duly authorized representative.

LANDLORD:

West Point Renewables, LLC

By: /s/ Ed Vogel

Name: Ed Vogel

Title: VP

TENANT:

Geopetro LLC

WITNESS/ATTEST:

By /s/ Kathy Dirksen

By: /s/ Andrew K. Stafford

Name: Andrew K. Stafford

Title: Member and CFO

SUBTENANT:

AgriFORCE Growing Systems Ltd.

WITNESS/ATTEST:

By /s/ Barrett Mooney

By: /s/ Jolie Kahn

Name: Jolie Kahn, Esq.

Title: CEO and General Counsel

Attachment A

Sublease

[See attached]

GEOPETRO LLC

OIL AND GAS PRODUCER

7100 N. HIGH STREET, SUITE #303
WORTHINGTON, OH 43085
PHONE (614)885-9350
FAX (614)885-1082
Email: INFO@GEOPETROLLOC.COM
Web: WWW.GEOPETROLLOC.COM



VIA EMAIL

January 21, 2022

BALD EAGLE MINING, LLC

14600 Mission Road

Leawood, KS 66224

Attention: Jeffrey S. Myers, Manager

Email: jeffmyers1971@gmail.com

RE: License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use

Jeff:

This letter agreement confirms the agreement of Geopetro LLC ("Tenant") and Bald Eagle Mining, LLC ("Subtenant") that in return for \$10 in cash paid by Subtenant to Tenant (the receipt and sufficiency of which are hereby acknowledged by Tenant), Tenant hereby: (a) sublets to Subtenant the Premises (i.e. the Designated Area shown on the Exhibit attached hereto and made a part hereof); and (b) grants to Subtenant a fully-paid, non-exclusive license to use the Access Driveway in order to access the Premises; in the case of both (a) and (b) immediately preceding, during the term of the Surface Lease Agreement (SLA) for a portion of the Rosebud Well Pad located in Madison Township, Columbiana County, Ohio, for the purposes of constructing, operating and maintaining, and conducting the Supplemental Activities & Facilities and Use on the Premises. This letter agreement may be terminated at any time by either of Tenant and Subtenant upon delivery of written notice to the other (which notice may be via email). During the term of this letter agreement, following receipt of written notice (which notice may be via email) from Tenant, Subtenant shall do all things reasonably required by Tenant to ensure compliance by Tenant with the SLA. Capitalized terms used in this letter agreement and not defined herein shall have the meaning ascribed to them in that certain Surface Lease Agreement dated January 14, 2022 that commences on March 1, 2022 by and between West Point Renewables, LLC, an Ohio limited liability company with an office located at 121 Brickyard Road, Mars, PA 16046, as Surface Owner or Lessor, and Geopetro LLC, an Ohio limited liability company, with its principal office located at 7100 N. High St., STE #303, Worthington, Ohio, 43085 as Lessee.

Sincerely,

GEOPETRO LLC

By: /s/ Paul L. Archer

Paul L. Archer, Manager

INTENDING TO BE LEGALLY BOUND, THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF THE DATE FIRST SET FORTH ABOVE.

BALD EAGLE MINING, LLC

/s/ Jeffrey Myers

By: Jeffrey S. Myers, Manager

GEOPETRO LLC
OIL AND GAS PRODUCER

7100 N. HIGH STREET, SUITE #303
WORTHINGTON, OH 43085
PHONE (614)885.9350
FAX (614)885-1082
Email: INFO@GEOPETROLLC.COM
Web: WWW.GEOPETROLLC.COM

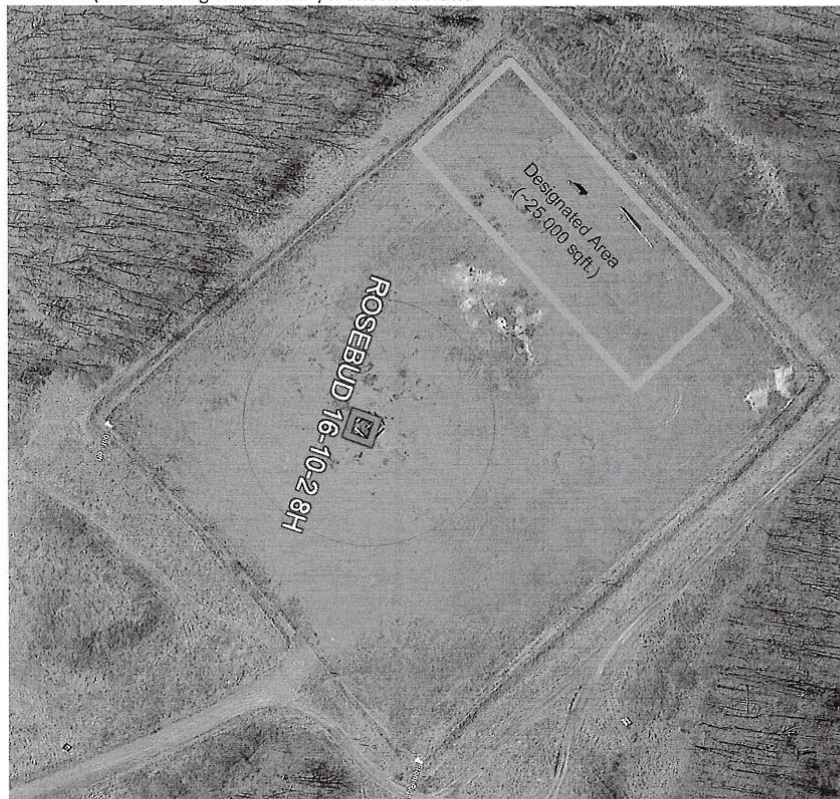


EXHIBIT

Attached to and made a part of that certain Letter Agreement for *License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use*, executed January 21, 2022 by and between Geopetro LLC and Bald Eagle Mining, LLC.

Description of Premises

The Premises shall be a designated area on the Existing Well Pad that is occupied by and reasonably necessary and convenient for the Supplemental Activities & Facilities described in the Surface Lease Agreement by and between West Point Renewables, LLC and Geopetro LLC. The designated area is anticipated to cover, but shall not be limited to, approximately 25,000 square feet. The proposed Premises (a.k.a. "Designated Area") is shown below.



Execution Version



VIA EMAIL

January 17, 2025

AgriFORCE Growing Systems, Ltd.
800-525 West 8th Avenue
Vancouver, BC V5Z 1C6
Attention: Jolie Kahn, Esq., CEO and General Counsel
Email: jkahn@agriforcegs.com

RE: License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use

Dear Ms. Kahn:

This letter agreement confirms the agreement of Geopetro LLC ("Tenant") and AgriFORCE Growing Systems, Ltd. ("Subtenant") that in return for \$10 in cash paid by Subtenant to Tenant (the receipt and sufficiency of which are hereby acknowledged by Tenant), Tenant hereby: (a) sublets to Subtenant the Premises (i.e. the Designated Area shown on the Exhibit attached hereto and made a part hereof); and (b) grants to Subtenant a fully-paid, non-exclusive license to use the Access Driveway in order to access the Premises; in the case of both (a) and (b) immediately preceding, during the term of the Surface Lease Agreement ("SLA") for a portion of the Rosebud Well Pad located in Madison Township, Columbiana County, Ohio, for the purposes of constructing, operating and maintaining, and conducting the Supplemental Activities & Facilities and Use on the Premises. During the term of this letter agreement, Subtenant shall pay to Tenant 50% of Base Rent and Additional Rent on or before the date when due under the SLA. This letter agreement may be terminated at any time by either of Tenant and Subtenant upon delivery of written notice to the other (which notice may be via email). During the term of this letter agreement, following receipt of written notice (which notice may be via email) from Tenant, Subtenant shall do all things reasonably required by Tenant to ensure compliance by Tenant with the SLA. During the term of this letter agreement, Subtenant shall include Tenant as an additional insured for any insurance policies obtained related to the sublease of the Premises. Capitalized terms used in this letter agreement and not defined herein shall have the meaning ascribed to them in that certain Surface Lease Agreement dated January 14, 2022 that commences on March 1, 2022 by and between West Point Renewables, LLC, an Ohio limited liability company with an office located at 121 Brickyard Road, Mars, PA 16046, as Surface Owner or Lessor, and Geopetro LLC, an Ohio limited liability company, with its principal office located at 7100 N. High St., STE #303, Worthington, Ohio, 43085 as Lessee.

Sincerely,
GEOPETRO LLC

/s/ Andrew K. Stafford

Andrew K. Stafford, Member and CFO

INTENDING TO BE LEGALLY BOUND, THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF THE DATE FIRST SET FORTH ABOVE.

AgriFORCE Growing Systems, Ltd.

By: /s/ Jolie Kahn

Name: Jolie Kahn, Esq.

Title: CEO and General Counsel

GEOPETRO LLC
OIL AND GAS PRODUCER

7100 N. HIGH STREET, SUITE #303
WORTHINGTON, OH 43085
PHONE (614)885.9350
FAX (614)885-1082
Email: INFO@GEOPETROLLC.COM
Web: WWW.GEOPETROLLC.COM



EXHIBIT

Attached to and made part of that certain Letter Agreement for ***License to Access and Sublease of Premises for Supplemental Activities & Facilities and Use***, executed January 17, 2025 by and between Geopetro LLC and AgriFORCE Growing Systems Ltd.

The Premises shall be a designated area on the Existing Well Pad that is occupied by and reasonably necessary and convenient for the Supplemental Activities & Facilities described in the Surface Lease Agreement by and between West Point Renewables, LLC and Geopetro LLC. The designated area is anticipated to cover, but shall not be limited to, approximately 25,000 square feet. The proposed Premises (a.k.a. "Designated Area") is shown below.



Attachment B

Certificate of Insurance

See attached; Tenant and Subtenant will provide Landlord with a corrected certificate of insurance within 10 days of the execution of this Consent to Sublease.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER The James B. Oswald Company 36 E. Seventh St Suite 2625 Cincinnati OH 45202 | CONTACT NAME: [REDACTED] PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED] | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED Bald Eagle Mining, LLC 14900 Calico Lane C/O Jeffrey Meyers Lore City OH 43755 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Selective Insurance Company of South Carolina</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Selective Insurance Company of South Carolina | | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Selective Insurance Company of South Carolina | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CL2511713450 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN/AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | S 2523986 | 01/05/2025 | 01/05/2026 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | S 2523986 | 01/05/2025 | 01/05/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | S 2523986 | 01/05/2025 | 01/05/2026 | EACH OCCURRENCE \$ 4,000,000 |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | | | | PER STATUTE \$ |
| | | | | | | | OTHER \$ |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER <div style="height: 60px; border: 1px solid black;"></div> | CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center; margin-top: 10px;"> </div> |
|---|--|

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General Assignment of Contract

THIS AGREEMENT is dated for reference the 9th day of January, 2025

BETWEEN:

AGRIFORCE GROWING SYSTEMS, LTD., a company incorporated under the laws of the Province of British Columbia, having an office located at 800-525 West 8th Avenue, Vancouver, BC V5Z 1C6

(the "Assignee")

AND:

XXI TECHNOLOGIES INC., a company incorporated under the laws of the British Virgin Islands, having an office located AT Craigmuir Chambers, Road Town, VG1110, British Virgin Islands

(the "Assignor")

WHEREAS:

A. List to be assigned agreements

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignor and the Assignee covenant and agree as follows:

(1) For the purposes of this Agreement:

- (a) "Benefits" means the Contract, Option and any and all benefits and advantages due or accruing due or at any time after the Closing Date coming due thereunder or any extensions or renewals thereof, and the benefit of all covenants, representations and warranties in respect thereof;
- (b) "Contract" means the above referenced agreements, a copy of which is attached as Exhibit "A";
- (c) "Consideration" means as follows:
 - (i) The purchase price for the Option is USD \$1,215,000 (One Million Two Hundred and Fifteen Thousand Dollars (the "Purchase Price")), payable as follows on the Closing Date: (i) \$25,000 (Twenty Five Thousand Dollar) deposit previously paid by the assignee to the assignor; (ii) One Million One Hundred and Ninety Thousand Dollars (USD \$1,190,000) in cash via wire transfer pursuant to instructions to be provided in writing by the Vendor to the Purchaser.

(2) As and from the Closing Date, the Assignor hereby grants, assigns, transfers, and sets over absolutely and unconditionally unto the Assignee all of the Assignor's right, title and interest both at law and in equity in and to the Contract and Benefits.

(3) The Assignor agrees that the Assignee is to have and to hold the Contract and Benefits for its sole use and benefit forever.

(4) The Assignor represents and warrants to the Assignee that:

- (a) the Assignor has full right and authority to assign the Contract and Benefits as contemplated hereby;
- (b) the Assignor's interests under the Contract are free and clear of all liens, charges, encumbrances and judgments of any nature or kind whatsoever; and

- (c) the Contract is good, valid, and subsisting and the Assignor has observed and performed each and every covenant, agreement and obligation of the Assignor under the Contract required to be observed or performed by it to the Closing Date.
- (5) The Assignor will indemnify, defend and save harmless the Assignee from and against any and all actions, suits, losses, damages and expenses which the Assignee may suffer or incur or be put to by reason of any of the warranties or representations set forth in section (4) of this Agreement being untrue or incorrect.
- (6) As and from the Closing Date, the Assignee assumes and agrees to observe, perform, be bound by and be liable under, as an obligation of the Assignee, each and every covenant, agreement and obligation of the Assignor under the Contract required to be observed or performed on or after the Closing Date, and hereby agrees to indemnify, defend and save harmless the Assignor from and against any and all actions, suits, losses, damages and expenses which the Assignor may suffer or incur or be put to by reason of the failure of the Assignee to do any of the same on or after the Closing Date.
- (7) The Assignor expressly authorizes the Assignee to collect, demand, sue for, enforce, recover, and receive, dispose of, realize or enforce the Contract as the Assignee may deem advisable and without prejudice to any rights which the Assignee may have against the Assignor.
- (8) This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- (9) The invalidity or unenforceability of any provision of this Agreement or any part thereof shall not affect the validity or enforceability of the remainder of this Agreement or such provision.
- (10) This Agreement shall be governed by and construed in accordance with the laws of British Columbia.

[Remainder of page left intentionally blank. Signature page follows.]

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

XXI TECHNOLOGIES INC.

Per:

/s/ Randall Armstrong

Authorized Signatory

AGRIFORCE GROWING SYSTEMS, LTD.

Per:

/s/ Jolie Kahn

Authorized Signatory

Exhibit "A"

Docusign Envelope ID: 896C848F-E466-4204-8D71-1DF61A5CC447

ADDENDUM OFFER TO PURCHASE AGREEMENT

THIS ADDENDUM is dated effective as of the 20th day of December 2024 (the "**Effective Date**") by and among:

Bald Eagle Mining LLC a Ohio limited liability company with a business address at 14600 Mission Rd, Leawood KS 66224, USA,

(the "**Company**")

and

XXI Technologies Inc., a company incorporated under the laws of the British Virgin Islands (BVI) with a business address at Craigmuir Chambers Road Town, VG1110, British Virgin Islands

(the "**Optionee**")

WHEREAS the Company and the Optionee entered into an "Offer to Purchase Agreement" dated December 3, 2024, (the "**Offer to Purchase Agreement**"), pursuant to which granted the Optionee the Offer to purchase the described assets, defined in section 4 of the agreement a copy of which is attached hereto as Schedule "A";

AND WHEREAS the parties have agreed to amend the terms of the Offer Agreement pursuant to this addendum (the "**Addendum**").

NOW THEREFORE THIS ADDENDUM WITNESSES that, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. The paragraph of Section 5, "Closing Date" of the Offer to Purchase Agreement shall be replaced with the following:

The closing of the transaction (the "Closing") shall occur on or before January 15, 2025, subject to the execution of definitive agreements mutually acceptable to both parties. At the time of Closing (the "Closing Date"), the Optionee shall deliver, or cause to be delivered, to the Company the Cash Payment, less the Offer Deposit Fee, as follows:

On or before the expiration time (the "Expiry Time"), being 5:00 p.m. Vancouver time on January 15, 2025, the Optionee shall remit the remaining balance of the Cash Payment in the amount of US\$3,500,000.00 by way of certified cheque, bank draft, or wire transfer.
2. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to those terms in the Offer Agreement.
3. Except as amended hereby, the Offer Agreement continues in full force and effect and the Offer Agreement and this Addendum will be read and construed together as one document.

CW19656950.1

4. This Addendum may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument and delivery of an executed copy of this Addendum by electronic transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Addendum as of the Effective Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Addendum as of the day and year first set forth above.

BALD EAGLE MINING LLC,

By: /s/ Jeffrey Myers
Name Jeffrey Myers
Title President

XXI TECHNOLOGIES INC.

By: /s/ Randall Armstrong
Name Randall Armstrong
Title Director

SCHEDULE "A"

Docusign Envelope ID: F6F29082-6BAE-4C6F-9E4E-AC5BF3E14905

OFFER TO PURCHASE

Acquisition of Assets Owned by Bald Eagle Mining, LLC

This Term Sheet is entered into as of December 3, 2024, between XXI Technologies Inc. ("Purchaser") and Bald Eagle Mining, LLC ("Seller") regarding the acquisition of certain assets located in Ohio, USA (the "Transaction"). This Term Sheet summarizes the principal terms and conditions of the proposed Transaction. It is intended for discussion purposes only and shall not constitute a binding agreement except as explicitly set forth herein.

1. Purchase Price

The total purchase price for the assets to be acquired (the "Assets") shall be **Three Million Five Hundred Fifty Thousand Dollars (USD \$3,550,000)** (the "Purchase Price").

2. Deposit

The Purchaser shall pay a deposit of **Fifty-Thousand Dollars (USD \$50,000)** on or before Monday, December 9, 2024. This deposit shall be applied toward the Purchase Price upon satisfaction of the conditions outlined in Section 3.

3. Site Visit and Deposit Application

- A site visit shall occur no later than Monday, December 20, 2024.
- Following the site visit, the Purchaser shall provide written confirmation of its intent to proceed with the Transaction.
- Upon such confirmation, the deposit shall be credited toward the Purchase Price.

4. Description of Assets

The Assets to be acquired include:

1. C3512 1MW natural gas generators (5 units)
2. 3Ph 480V → 415V transformers (6 units)

/

3. Antminer S19j Pro 100T (900 units) (APPROXIMATE NUMBER)
4. Custom crypto containers (5 units)
5. CAT 60KW trailer-mounted standby generator (1 unit)
6. Doosan 100KW trailer-mounted standby generator (1 unit)
7. Shipping containers (8 units)
8. Spare parts for generators (1 set)

Additionally, the Transaction includes:

- Assignment of two gas services agreements:
 - Agreement with Pin Oak Energy Partners, dated November 1, 2023.
 - Agreement with Geopetro LLC, dated August 16, 2021.
- Assignment of all surface land access agreements and leases associated with the sites related to the Assets.

5. Closing Date

The Transaction shall close ("Closing") on or before Tuesday, December 31, 2024, contingent on the execution of definitive agreements satisfactory to both Parties.

6. Conditions Precedent

The Purchaser's obligation to close is subject to the following:

1. Seller's ability to assign the gas services agreements specified in Section 4.
2. Seller's ability to assign surface land access agreements and associated leases.
3. All Assets being free and clear of liens or encumbrances at Closing.
4. Execution of a definitive purchase agreement by both Parties.

7. Confidentiality and Disclosure Obligations

The Parties agree to maintain confidentiality regarding the terms of this Term Sheet and related communications until Closing or termination, except as required by applicable law.

- **Additional Disclosure Obligations:** Neither Party shall disclose, nor permit to be disclosed:

1. That Confidential Information has been made available to them or their Representatives.
2. That discussions or negotiations are underway between the Parties.
3. Any terms or conditions of this Term Sheet, except as permitted or required by law.

8. Assignment

This Term Sheet shall enure to the benefit of, and be binding upon, the Purchaser and their heirs, administrators, and executors, as well as the Seller and its successors and assignees.

The Purchaser may assign this Term Sheet, any definitive agreements, or its rights and obligations thereunder without the prior written consent of the Seller.

9. Governing Law

This Term Sheet shall be governed by and construed in accordance with the laws of the British Virgin Islands (BVI), without regard to conflict of law principles.

10. Expiration of Offer

This Term Sheet and the associated offer shall remain valid until **12:00 PM Eastern Time, Friday, December 6, 2024**. If not accepted in writing by the Seller by this time, the offer shall be deemed withdrawn.

Acknowledgment and Acceptance

If the terms outlined herein are acceptable, please sign and return a copy of this Term Sheet to the Purchaser by the expiration date specified in Section 10.

Purchaser:
XX Technologies Inc.

By: /s/ Randall Armstrong

Name: Randall Armstrong
Title: Director
Date: Dec 4th, 2024

Seller:
Bald Eagle Mining, LLC

By: /s/ Jeffrey Myers

Name: J. Myers
Title: PRESIDENT
Date: 12-4-2024

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement on Form S-1 of AgriFORCE Growing Systems Ltd. of our report dated April 7, 2025 relating to the financial statements appearing in the Annual Report on Form 10-K of AgriFORCE Growing Systems Ltd. for the year ended December 31, 2024. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Marcum LLP

Marcum LLP
Costa Mesa, CA
April 25, 2025
