

# SUPPLEMENTAL INFORMATION AND DISCLOSURE STATEMENT

## PANACEA LIFE SCIENCES HOLDINGS, INC.

A Nevada Corporation

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Trading Symbol: PLSH

### OTCID Supplemental Disclosure

- **Change in a company’s fiscal year; Amendments to articles of incorporation or bylaws that were not previously disclosed in a proxy statement or other such disclosure statement.**

#### **Amendments to the Articles of Incorporation**

##### ***Increase in Authorized Shares***

On August 4, 2025, Panacea Life Sciences Holdings, Inc., (the “Company”) filed an amendment to the Articles of Incorporation of the Corporation (the “Articles”) with the Secretary of State of Nevada for the Certificate of Designation of Preferences and Rights of Series X Convertible Preferred Stock of the Corporation set forth below. No shares of Series X Convertible Preferred Stock have been issued as of the date hereof.

#### SERIES X CONVERTIBLE PREFERRED STOCK

##### ***Designation of Series X Convertible Preferred Stock***

The class of Preferred Stock has been designated as the Series X Convertible Preferred Stock, par value \$0.0001 per share, of the Corporation (the “Series X Stock”). For purposes hereon, a holder of a share or shares of Series X Stock, with respect to their rights as related to the Series X Stock, shall be referred to as a “Series X Holder”. The number of authorized shares of the Series X Stock is sixteen thousand seven hundred and sixteen (16,716). Each share of Series X Stock shall have a stated value of \$1,720.55 per share (the “Stated Value”).

##### ***Liquidation***

Upon the liquidation, dissolution or winding up of the business of the Corporation, whether

voluntary or involuntary (a “Liquidation”), each Series X Holder shall be entitled to receive, for each share of Series X Stock, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value. All preferential amounts to be paid to the Series X Holders in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of any other class or series of capital stock of the Corporation other than the Series B-2 Preferred Stock, which shall be senior securities to the Series X Stock. A Fundamental Transaction or Change of Control Transaction shall not be deemed a Liquidation. A “Change of Control Transaction” means a sale of all or substantially all of the Corporation’s assets or an acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, a reorganization, consolidated or merger) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation. A “Fundamental Transaction” means that (i) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, (1) consolidate or merge with or into (whether or not the Corporation or any of its subsidiaries is the surviving corporation) any other person or entity, or (2) sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other person or entity, or (3) allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of voting stock of the Corporation (not including any shares of voting stock of the Corporation held by the persons or entities making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), or (4) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than 50% of the outstanding shares of voting stock of the Corporation (not including any shares of voting stock of the Corporation held by the other person or entity making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), or (5) reorganize, recapitalize or reclassify the common stock of the Corporation, or (ii) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “1934 Act”) and the rules and regulations promulgated thereunder) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of the Corporation.

Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation (the “Board”).

### ***Conversion***

Each share of Series X Stock converted in a Conversion shall be convertible into a number of Conversion Shares equal to (1) the Stated Value as of the Conversion Date (as defined below) then applicable to such shares of Series X Stock being converted in a Conversion, divided by (2) the VWAP (as defined below) as of the date of the Notice of Conversion (as defined below).

For purposes herein, “VWAP” means, for any date, the price determined by the first of the following clauses that applies: (1) If the Common Stock is then listed for trading on any level of The Nasdaq Stock Market LLC or any other United States national securities exchange (as applicable, the “Trading Market”), then the average of the volume weighted average closing prices of the Common Stock on the Trading Market for the five Trading Days immediately prior to the applicable measurement date, as reported by such Trading Market or other reputable source; (2) if the Common Stock is not then listed or quoted for

trading on a Trading Market, but is available for trading on any tier of the OTC Markets and closing prices for the Common Stock on the OTC Markets are reported and available, the average of the volume weighted average closing prices of the Common Stock on the OTC Markets for the five Trading Days immediately prior to the applicable measurement date, as reported by the OTC Markets or other reputable source; (3) if the Common Stock is not then listed or quoted for trading on a Trading Market but is available for trading on any tier of the OTC Markets but closing prices for the Common Stock on the OTC Markets are not reported and available, and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported; and (4) in all other cases, the fair market value of a share of Common Stock as jointly determined by the Board and the holders of a majority of the then issued and outstanding shares of Series X Stock. All such determinations of the VWAP as set forth in clause (1) or clause (2) or clause (3) above shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such measurement period. “Trading Day” means any day on which the Common Stock is traded or available for trading on the Trading Market or the OTC Markets, as applicable.

The Corporation shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Corporation shall round such fraction of a share of Common Stock up to the nearest whole share.

In order to exercise the conversion privilege under this Section 5, the Series X Holder holding the Series X Stock to be converted shall give written notice to the Corporation at its principal office that such Series X Holder elects to convert such shares of Series X Stock or a specified portion thereof into shares of Common Stock as set forth in such notice (the “Conversion Notice”, and such date of delivery of the Conversion Notice to the Corporation, the “Conversion Notice Delivery Date”). Within two (2) business days following the Conversion Notice Delivery Date, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to this Section 6 (the “Share Delivery Date”). In case of conversion under this Section 6 of only a part of the shares of Series X Stock represented by a certificate surrendered to the Corporation, the Corporation upon the request of a Series X Holder shall issue and deliver to the Series X Holder or its designee a new certificate for the number of shares of Series X Stock which have not been converted, upon receipt of the original certificate or certificates representing shares of Series X Stock so converted. Until such time as the certificate or certificates representing shares of Series X Stock which have been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such shares of Series X Stock have been converted have been issued and delivered, the certificate or certificates representing the shares of Series X Stock which have been converted shall represent the shares of Common Stock into which such shares of Series X Stock have been converted. The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series X Stock.

*Buy-In.* If, by the Share Delivery Date, the Corporation fails for any reason to deliver the shares of Common Stock issuable upon conversion of the Series X Stock, as set forth in the Conversion Notice, and after such Share Delivery Date, the converting Series X Holder purchases, in an arm’s length open market transaction or otherwise, shares of Common Stock (the “Covering Shares”) in order to make delivery in satisfaction of a sale of Common Stock by the converting Series X Holder (the “Sold Shares”), which delivery such converting Series X Holder anticipated to make using the shares to be issued upon such conversion (a “Buy-In”), the converting Series X Holder shall have the right to require the Corporation to pay to the converting Series X Holder the Buy-In Adjustment Amount. The Corporation shall pay the Buy-In Adjustment Amount to the converting Series X Holder in immediately available funds immediately upon demand by the converting Series X Holder. For purposes of this Certificate of Designation, the term “Buy-In Adjustment Amount” means the amount equal to the excess, if any, of (i) the converting Series X Holder’s total purchase price (including brokerage commissions, if any) for the Covering Shares associated with a Buy-In, over (ii) the net proceeds (after brokerage commissions, if any) received by the

converting Series X Holder from the sale of the Sold Shares. By way of illustration and not in limitation of the foregoing, if the converting Series X Holder purchases shares of Common Stock having a total purchase price (including brokerage commissions) of \$11,000 to cover a Buy-In, with respect to shares of Common Stock it sold for net proceeds of \$10,000, the Buy-In Adjustment Amount which the Corporation will be required to pay to the converting Series X Holder will be \$1,000.

### ***Other Provisions***

*Reservation of Common Stock.* The Corporation shall at all times reserve from its authorized Common Stock a sufficient number of shares to provide for conversion of all Series X Stock from time to time outstanding.

*Record Holders.* The Corporation and its transfer agent, if any, for the Series X Stock may deem and treat the record Series X Holder of any shares of Series X Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

*Trading Market Regulation.* The Corporation shall not issue any shares of Common Stock upon conversion of any Series X Stock or otherwise pursuant to the terms of this Certificate of Designations if the issuance of such shares of Common Stock would exceed 19.99% of the number of issued and outstanding shares of Common Stock as of the date of issuance of such shares of Series X Stock or would otherwise exceed the aggregate number of shares of Common Stock which the Corporation may issue without breaching the Corporation's obligations under the rules or regulations of the Trading Market (the number of shares which may be issued without violating such rules and regulations, the "Exchange Cap"), except that such limitation shall not apply in the event that the Corporation (A) obtains the approval of its stockholders as required by the applicable rules of the Trading Market (or, if the Trading Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded) for the issuance of shares of Common Stock in excess of 19.99% of the number of issued and outstanding shares of Common Stock as of the time of issuance or for issuances of shares of Common Stock in excess of such amount, in each case as reasonably determined by the Corporation (the "Stockholder Approval") or (B) obtains a written opinion from outside counsel to the Corporation that such approval is not required, which opinion shall be reasonably satisfactory to the Series X Holders. Until such approval or such written opinion is obtained, no Series X Holder shall be issued any shares of Common Stock upon Conversion of any shares of Series X Stock, and no Series X Holder shall have a right to convert any shares of Series X Stock, if and to the extent that the aggregate number of shares of Common Stock previously issued upon and such additional shares of Common Stock that would be issuable upon such Conversion or otherwise pursuant to the terms of this Certificate of Designations or any other securities of the Corporation included in such calculation would exceed the Exchange Cap. For the avoidance of doubt, the intent of this Section 5(d) is that the maximum number of shares of Common Stock issuable upon Conversion of all shares of Series X Stock which have been issued at any time shall be limited to the Exchange Cap less the number of shares of Common Stock issuable pursuant to any other securities of the Corporation included in such calculation, unless one of the conditions in clause.

(A) or clause (B) of the first sentence of this Section 5(d) have been satisfied, and this Section 5(d) shall operate as required to effect such intent. In the event that any Series X Holder shall sell or otherwise transfer any of such Series X Holder's Series X Stock, the transferee shall be allocated a pro rata portion of such Series X Holder's Exchange Cap allocation with respect to such portion of such Series X Stock so transferred, and the restrictions of the prior sentence shall apply to such transferee with respect to the portion of the Exchange Cap so allocated to such transferee.

### ***Beneficial Ownership Limitation***

Notwithstanding anything herein to the contrary, in no event shall a Series X Holder be entitled to elect to complete any Conversion to the extent that after giving effect to such issuance after such Conversion, such Series X Holder (together with such Series X Holder's Affiliates (as defined below), and any other Persons acting as a group together with such Series X Holder or any of the Series X Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the applicable Series X Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the shares of Series X Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the remaining, unconverted shares of Series X Stock beneficially owned by such Series X Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Corporation (including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by such Series X Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 5(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder, it being acknowledged by the Series X Holder that the Corporation is not representing to any Series X Holder that any such calculation is in compliance with Section 13(d) of the 1934 Act and each Series X Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 5(e) applies, the determination of whether any Series X Stock is convertible hereunder (in relation to other securities owned by such Series X Holder together with any Affiliates and Attribution Parties) and of which shares of Series X Stock held by such Series X Holder are convertible shall be in the sole discretion of such Series X Holder, and the submission of a Notice of Conversion shall be deemed to be such Series X Holder's determination of whether such shares of Series X Stock held by such Series X Holder are convertible (in relation to other securities owned by such Series X Holder together with any Affiliates and Attribution Parties) and of which shares of Series X Stock held by such Series X Holder are convertible, in each case subject to the Beneficial Ownership Limitation, and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder. For purposes of this Section 5(e), in determining the number of outstanding shares of Common Stock, a Series X Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Corporation's most recent periodic or annual report filed with the United States Securities and Exchange Commission or the OTC Markets, as the case may be,

(B) a more recent public announcement by the Corporation or (C) a more recent written notice by the Corporation or the Transfer Agent (as defined below) setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Series X Holder, the Corporation shall within two Trading Days confirm orally and in writing to the Series X Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation by a Series X Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon Conversion of the Series X Stock held by the applicable Series X Holder, provided, further, however, that the Beneficial Ownership Limitation may be increased by each Series X Holder, with respect to such Series X Holder, at the election of such Series X Holder, on not less than 61 days' prior notice to the Corporation, and the Beneficial Ownership Limitation shall continue to apply

until such 61<sup>st</sup> day (or such later date, as determined by such Series X Holder, as may be specified in such notice of waiver). The provisions of this Section 5(e) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5(e) to correct this Section 5(e) (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

### ***Voting Power; Amendment; Protective Provisions***

- (a) Except as otherwise expressly required by law or as set forth in Section 6(b), the Series X Stock shall have no voting power and shall not have any right to vote on any matter submitted for a vote to the holders of the Common Stock or any other class of preferred stock of the Corporation.
- (b) Without first obtaining the affirmative vote or written consent of the Series X Stock, voting separately as a single class, in person or by proxy, either in writing without a meeting or at an annual or a special meeting of the Series X Holders, and with each share of Series X Stock having one vote on such matter, the Corporation may not, and shall not (i) amend or repeal this Certificate of Designations; or (ii) amend or repeal any provision of, or add any provision to, the Corporation's Articles of Incorporation or bylaws if such action would adversely alter or change the preferences, rights, privileges, or powers of, or restrictions provided for the benefit of, the Series X Stock, and any such act or transaction in the preceding clause (i) or clause (ii) entered into without such vote or consent shall be null and void *ab initio*, and of no force or effect.

### ***Miscellaneous***

- (a) Legend. Any certificates representing the Series X Stock shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such stock certificates):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

- (b) Lost or Mutilated Series X Stock Certificate. If a certificate for the Series X Stock held by a Series X Holder thereof shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the share of Series X Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.
- (c) No Registration Rights. The Series X Holders shall not have the right to require the Corporation to register any shares of Series X Stock or any Conversion Shares for sale pursuant to the securities laws of the United States.
- (d) Interpretation. If a Series X Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designations, then the prevailing party in such action or proceeding shall be reimbursed

by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

- (e) Waiver. Any waiver by the Corporation or the Series X Holders of a breach of any provision of this Certificate of Designations shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designations. The failure of the Corporation or the Series X Holders to insist upon strict adherence to any term of this Certificate of Designations on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designations. Any waiver must be in writing.
- (f) Severability. If any provision of this Certificate of Designations is invalid, illegal or unenforceable, the balance of this Certificate of Designations shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

*\*The above describes the material provisions of the Designation but does not purport to describe all of the terms thereof.*

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#### **CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

*This disclosure statement contains certain forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as "may," "will," "should," "potential," "plan," "intend," "expect," "outlook," "seek," "anticipate," "estimate," "approximately," "believe," "could," "project," "predict," or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, or state other forward-looking information. Our ability to predict future events, actions, plans or strategies is inherently uncertain. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our views as of the date of this disclosure statement. Furthermore, except as required by law, we are under no duty to, and do not intend to, update any of our forward-looking statements after the date of this disclosure statement, whether as a result of new information, future events or otherwise.*

## ISSUER CERTIFICATION

### *Principal Executive Officer:*

I, Leslie Buttorff, certify that:

1. I have reviewed this supplemental disclosure statement of Panacea Life Sciences Holdings, Inc.
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: August 4, 2025

Signature: */s/ Leslie Buttorff*

Name: Leslie Bittorff

Title: CEO