Supplemental Information and Disclosure Statement

Growth Stock Holdings, Corp.

A Oklahoma Corporation

11991 N. Highway 99
Seminole, OK 74868

(405) 456-0207
info@growthstalk.com

Sic: 0100
Trading Symbol: GSTK

Current Reporting of Material Corporate Events:

Completion of Acquisition

On December 1, 2025, GrowthStalk Holdings Corp. (the "Company") acquired 40% of Hash RX, LLC, ("Hash"), through an Interest Purchase Agreement, advancing the Company's strategy to assemble a scalable, vertically integrated cannabis operating platform. The 40% acquisition of Hash was accomplished by two of its members transferring and assigning their respective ownership in Hash to the Company in return for an aggregate of two million two hundred fifty thousand shares of the Company's common stock at eight cents per share. The transaction represents a strategic inflection point, providing the Company with direct ownership in a premium processing platform

The Interest Purchase Agreement is attached in this Supplemental Disclosure under Exhibit 1.1.

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," "an," "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.

Growth Stalk Holdings, Corp.

Date: December 22, 2025
Signature: */s/ Joseph W. Babiak*
Name: Joseph W. Babiak
Title: CEO, CFO, President
and Chairman of the Board

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INTEREST PURCHASE AGREEMENT

This Interest Purchase Agreement ("Agreement") is entered into by and among: (a) *Growth Stalk Holdings Corp.*, an Oklahoma corporation ("Buyer" or "GrowthStalk"); (b) *Bobby Bryan Newcomb*, an individual residing in Oklahoma ("Newcomb") (c) *Joseph Neihart*, an individual residing in Oklahoma ("Neihart"); (each a "Seller" and collectively the "Sellers"); and (d) *Hash RX LLC*, an Oklahoma limited-liability company ("Hash RX" or the "Company"). . This Agreement shall become effective on December 1st, 2025 (the "Effective Date").

RECITALS

A. Newcomb owns thirty-six percent (36%) of Hash RX LLC.
B. Neihart owns sixty-four percent (64%) of Hash RX LLC.
C. The Sellers desire to simultaneously sell, and Buyer desires to purchase, an aggregate of forty percent (40%) of the membership interests of Hash RX consisting of twenty percent (20%) sold by Newcomb and twenty percent (20%) sold by Neihart to the Buyer. Sellers acknowledge and agree that each Seller is fully aware of, and expressly consents to, the other Seller's transfer of membership interests (Newcomb is aware and acknowledges Neihart's sale of his Hash RX membership interests to the Buyer and Neihart is aware and acknowledges Newcomb's sale of his Hash RX membership interests to the Buyer). The Sellers further acknowledge and agree that both transfers are being made simultaneously to comply with the Operating Agreement of Hash RX LLC. The Sellers also acknowledge and agree that the Buyer will issue restricted common stock to each Seller as set forth in the Consideration section of this Agreement.

1. PURCHASE AND SALE

1.1 Transfer From Newcomb

Newcomb is the owner of thirty-six percent (36%) of the total issued and outstanding membership interests of Hash RX LLC. Newcomb desires to sell, and Buyer desires to purchase, twenty percent (20%) of the total issued and outstanding membership interests of the Company emanating from the total 36% ownership interests of Newcomb..

1.2 Transfer From Neihart

Neihart is the owner of sixty-four percent (64%) of the total issued and outstanding membership interests of Hash RX LLC. Neihart desires to sell, and Buyer desires to purchase, twenty percent (20%) of the total issued and outstanding membership interests of the Company emanating from the total 64% ownership interests of Neihart.

1.3 Mutual Knowledge and Consent

Each Seller acknowledges the other's sale; consents to the other's sale and waives any transfer restrictions requiring member consent. The closing of each Seller's sale is expressly contingent upon the closing of the other Seller's sale.

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2. CONSIDERATION

2.1 Consideration to Newcomb

In exchange for the Purchased Interests, the Buyer shall issue to Seller Newcomb an aggregate of two million two hundred fifty thousand (2,250,000) shares of GrowthStalk's restricted common stock (the "Shares"). The Shares are valued at $0.08 per share and represent an aggregate value of $180,000 USD (the "Purchase Price"). The Seller acknowledges that the Shares are "restricted securities" pursuant to Rule 144 of the Securities Act of 1933 and may not be sold, transferred, or otherwise disposed of except in compliance with applicable securities laws and Buyer's insider trading policy.

2.2 Consideration to Neihart

In exchange for the Purchased Interests, the Buyer shall issue to the Seller Neihart an aggregate of two million two hundred fifty thousand (2,250,000) shares of GrowthStalk's restricted common stock (the "Shares"). The Shares are valued at $0.08 per share and represent an aggregate value of $180,000 USD (the "Purchase Price"). The Seller acknowledges that the Shares are "restricted securities" pursuant to Rule 144 of the Securities Act of 1933 and may not be sold, transferred, or otherwise disposed of except in compliance with applicable securities laws and Buyer's insider trading policy.

2.3 Post-Closing Ownership

Upon closing of both transactions, Buyer will hold forty percent (40%) of Hash RX LLC, Neihart will hold forty-four percent (44%), and Newcomb will hold sixteen percent (16%).

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3. REPRESENTATIONS AND WARRANTIES

3.1 By Each Seller

Each Seller independently represents and warrants that: (a) they are the legal owner of the membership interests being sold by them; (b) and they have full power and authority to enter this Agreement; (c) their execution of this Agreement does not violate any prior agreement between or among the parties or in connection with any other agreement; (d)to their knowledge, Hash RX is in material compliance with OMMA and OBNDD; (e). Any financial data or information they have provided to the Seller are accurate in all material respects.

3.2 By the Buyer

Buyer represents and warrants that (a) the Buyer is a duly organized and validly existing corporation in good standing under the laws of the State of Oklahoma; (b) The Buyer has the full corporate power and authority to enter into this Agreement, to issue the Shares, and to complete all transactions contemplated by this Agreement; (c) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; (d) the Shares to be issued to the Sellers will be validly issued, fully paid, and non-assessable, and the issuance of such Shares will not violate any preemptive rights, rights of first refusal, or contractual restrictions applicable to the Buyer.

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4. COVENANTS

4.1 Lock-Up Restrictions

Each Seller agrees not to sell or transfer their Shares for twelve (12) months after Closing.

4.2 Confidentiality

Each party shall maintain confidentiality of all proprietary information.

5. CONDITIONS TO CLOSING

Closing of this transaction is conditioned upon the issuance of the Shares to each Seller, the delivery by each Seller of a duly executed Membership Interest Assignment, and the completion of all necessary updates to the Company's internal records to reflect the Buyer's acquisition of the Purchased Interests. The parties further acknowledge that Closing requires the mutual consent of all Sellers as documented in this Agreement.

Immediately following the Closing, all parties shall execute any and all further instruments, documents, or agreements reasonably required to effectuate the transfer of membership interests, update or transfer applicable licenses, ensure regulatory compliance, and complete the transactions contemplated herein. Hash RX LLC shall also amend its Operating Agreement to formally reflect the Buyer's ownership interest resulting from this Agreement.

This Agreement is effective as of December 1, 2025 (the "Effective Date"). The Closing of the transactions contemplated herein ("Closing") shall occur on December 7, 2025, at which time the Sellers shall deliver their respective Membership Interest Assignments and the Buyer shall deliver evidence of the issuance of the Shares. Both Sellers' transfers shall close simultaneously, and neither transfer shall be effective unless both transfers close on that date.

BUYER

GROWTH STALK HOLDINGS CORP

DocuSigned by:

By: Joseph Babiak
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Joseph Babiak, Chief Executive Officer

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Date: 12/10/2025

SELLER 1 – BOBBY BRYAN NEWCOMB

Signed by:
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Bobby Bryan Newcomb, Seller
(also signing as a Member of Hash RX LLC consenting to Neihart's transfer)

Date: 12/9/2025

SELLER 2 – JOSEPH NEIHART

DocuSigned by:
E0D7880B3824488...

Joseph Neihart, Seller
(also signing as a Member of Hash RX LLC consenting to Newcomb's transfer)

Date: 12/3/2025

HASH RX LLC – ENTITY ACKNOWLEDGMENT

By: Signed by:
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Bobby Bryan Newcomb, Member

Date: 12/9/2025

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DocuSigned by:

By: _____
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Joseph Neihart, Managing Member

Date: 12/3/2025