



**PREMIER DEVELOPMENT &  
INVESTMENT, INC.**

**INTENT TO AMEND ARTICLES OF ASSOCIATION TO  
CREATE CONVERTIBLE PREFERRED STOCK AND  
OTHER CORPORATE ACTIONS TO SUBSTANTIALLY  
REDUCE LONG TERM LIABILITIES AND ALL OF THE  
SHORT TERM LIABILITIES**

**REPORTING DATE:**

**JUNE 2, 2026**

The Board of Directors of Premier Development & Investment, Inc. (“the Company” or “Premier”) confirms as follows:-

THAT:

1. Premier is amending its Articles of Association in order to Authorize Convertible Preferred Stock (“Preferred”). Preferred will not be convertible for a period of less than 2 (Two) years from date of Issuance.
2. Preferred will be unsecured and interest free.
3. Preferred will be issued at a price of \$1.00 (One dollar) per share.
4. Preferred will have 2 (Two) Classes; namely “Class A” and “Class B”
5. “Class A” will be non-voting. We will advise and file full disclosure as to the amount issued in due course (due to issuance set out in Clause 8)
6. “Class B” will be effectively “Super Voting”; and issued in order to ensure a continued control structure. In our opinion it is in the best interests of shareholders given the ability of Management to be in a position to make long term and consistent decisions. We will advise and file full disclosure as to the amount issued in due course (due to issuance set out in Clause 8); as well as the Voting rights of the “Class B” Preferred. These “Class B” Preferred Stockholders will be classed as Insiders.
7. “Class B” issuance will not result in a change of control of Premier but may well result in a Joint Control Agreement with existing Premier Controlling Shareholder.
8. Premier intends to issue up to an amount of 100,000,000 (One hundred million) restricted shares of its Class A Common Stock in a transaction as set out in **Note 1** below.
9. It is intended that the Articles of Association Amendment in State of Nevada and Preferred Conversions and Class “A” Common Stock Issuance be effected and issued by Premier’s Transfer Agent on or before June 30, 2026.
10. It is confirmed that all short term liabilities at June 28, 2026 will be converted into Class “A” Preferred in order to have them reflected as Share Capital on June 30, 2026 (The end of our Q2 Reporting Period). Premier is advising that Q2 cash expenditure on Capex, Professional Fees and Operating Expenses are likely to exceed \$700,000 (Seven hundred thousand dollars) in this current Q2 period.
11. In addition to the above-mentioned, an amount of existing long term Liabilities totaling \$605,000 (Six hundred and five thousand dollars) in existing Stockholder Loans have been eliminated as part of these transactions. This will be reflected in the Q2 Report.
12. All of the outstanding Payment In Kind Notes (“PIK”) in the amount of \$8,000,000 (Eight million dollars) will be converted into Preferred.
13. That Unsecured Shareholder Loans, as well as Loans advanced for Futures Trading, liabilities incurred for the acquisition of quoted Stock and Third Party Loans in the total amount of \$17,999,288 (Seventeen million nine hundred and ninety nine thousand two hundred and eighty eight dollars); will be converted in Preferred.

14. At this date, an amount of \$26,604,288 (Twenty six million six hundred and four thousand two hundred and eight dollars) will be converted into Preferred. Given the existing Short Term Liabilities which we reasonably expect to be in the amount of an additional \$1,100,000 (One million one hundred dollars).
15. An additional amount will be capitalized as one of the parties has now insisted upon holding Premier accountable for accrued compounded interest and the agreed upon amount of 9% per annum. This Lender is owed an amount of \$5,652,498 (Five million six hundred and fifty two thousand four hundred and ninety eight dollars.) in Capital; excluding accrued interest. This was not negotiable in order to obtain this party's acceptance. These loans were advanced in 2021.
16. We remain in discussions with other Lenders whom may or may not elect to convert into Preferred Stock; thereby possibly increasing this aforesaid amount. There are no guarantees that any these any of these other Lenders will elect to do so.

**NOTE 1:-**

As described in Clause 8 above:-

- A) That a Premier Insider ("Investor") has committed to purchase an amount of up to (but not exceeding). 100,000,000 (One hundred million restricted shares) of Class "A" Common Stock.
- B) This purchase will be a strictly "off market" transaction.
- C) This transaction will increase the outstanding number of Premier Class "A" Common Stock by up to a further possible 100,000,000 (One hundred million) from the current outstanding number of Class "A" Common Stock.
- D) This stock will have full voting rights.
- E) These shares issued will be restricted, subject to a mandatory 2 (Two) year "lock up" and with no ability to remove the restrictive legend whatsoever; either in whole or in part for that period of time.
- F) This transaction is being structured as follows:
  - (i) That Stelan Real Estate Management, Inc. ("Stelan") has agreed to sell to Investor an amount of no more than \$10 million of its liabilities owed to Premier and included the amounts quoted in Clauses 12 and 13; as above-mentioned. That being at a sale price of a maximum of \$0.10 (Ten cents) per share of "Class "A" Common Stock. That price per share "Sales Price" was determined by the Investor.
  - (ii) Should the pricing formulas set out in Clause (v) exceed \$0.10 (Ten cents) per share; the Investor would receive fewer shares than the amount as set out in Clause (i) as they have "capped" their investment at \$10 million.
  - (iii) That Investor will acquire this debt from Stelan and then immediately convert this debt to Premier Class "A" Common Stock.

- (iv) The dollar quantum in respect hereof will affect the amount of debt being converted by Stelan in respect of the shares of Class “A” Convertible Preferred Stock as set out in Clauses 12 and 13 as above-mentioned.
- (v) The pricing, formula and timing of this transaction shall be set upon the average price for the 5 (Five) day trading period; this to commence 1 (One) Trading day post the Company’s formal Public Announcement and the filing of the Agreements on OTCIQ. This being in respect of the \$110,000,000 (One hundred and ten million dollars) in transactions pertaining to the Company’s Uranium and Lithium Mining Exploration interests in “Hombre”, “Silverpeak” and “Stonewall Flats”.
- (vi) The rationale for Clause F(v) is considered to be scrupulously fair and at an “arms-length” basis. This being in order to protect all shareholder interests. This being in respect of the pricing of the Class “A” Stock Issuance to the Investor whom is an “Insider”. All material transactions must be in the “public domain” and prior to this transaction; and upon the timeframes and conditions set out in this Clause.
- (vii) IF THIS TRANSACTION IS CONSUMMATED – EFFECT UPON PREMIER’S OUTSTANDING CLASS “A” COMMON STOCK AND AS FOLLOWS:

Premier Outstanding Class “A” Common Stock (as at June 2, 2026) is in the amount of: 297,600,955. Of which an amount of 247,881,145 shares of the Premier's Class A Common Stock is held by Logical Trading, Inc. It is restricted from any sale, assignment, pledge or borrowing and until April 30, 2028. This represents 83.3% of Premier's outstanding Class “A” Common Stock as at June 2, 2026).

Should this transaction detailed in Clause F be consummated; Premier’s shares of outstanding Class “A” Common Stock; would increase to an amount of 397,600,955.

The additional 100,000,000 restricted shares of the Premier's Class “A” Common Stock held by Investor and restricted from any sale, assignment, pledge or borrowing and until on or around June 30, 2028.

These additional 100 million Premier shares if issued to Investor would result in Investor then holding some 25.15% of Premier's enlarged outstanding Class "A" Common Stock and Logical being reduced to holding an additional amount of 62.34%. This would equate to Premier's outstanding Class "A" Common Stock totaling 87.5% being held by Investor and Logical Trading, Inc. and under long term "lock up" and restrictions.

RATIONALE:-

These transactions as outlined in this Filing were reached after considerable negotiations in order to achieve these results. Shareholders will clearly understand that to obtain the consent (and concessions) obtained required considerable accommodations from a large number of third parties.

These transactions were in or opinion; only consummated solely due to a generally understood consensus that Premier's Balance Sheet required an immediate and substantial reduction in both Long and Short Term Debt; in order to strengthen the same.

And primarily to secure the consummation of the now pending \$110 million in transactions in respect of Premier's interests in the Company's Uranium and Lithium Exploration properties and interests in "Hombre, "Silverpeak" and "Stonewall Flat".

ACCOUNTING TREATMENT:-

In respect of the transactions detailed above, in the Q2 Financials to June 30, 2026:-

- 1) The Company will "write back" as an Extraordinary item in the amount of \$605,000 as detailed in Clause 11 (and reduce Long Term Liabilities accordingly); and
- 2) Will expense accrued compound interest in respect of Clause 15; and
- 3) Capitalize and thereby eliminate all Short Term Liabilities in what we expect to account for some \$1.1 million; and
- 4) Capitalize and thereby eliminate all Long Term Liabilities in what we expect to account for no less than some \$27 million; and
- 5) Premier's Issued Share Capital be increased by some \$29 million.

**DATED: JUNE 2, 2026**