



**RESOLUTION OF THE GOVERNING BODY OF THE
THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution Entitled, “*Approving the Organization and Formation of Nueta National Inc., a Wholly Owned Tribal Corporation.*”

WHEREAS, The Mandan Hidatsa and Arikara Nation, also known as the Three Affiliated Tribes (“MHA Nation” or “Tribe”), having accepted the Indian Reorganization Act of June 18, 1934, the authority under said Act, and having adopted a Constitution and By-laws (the Constitution) under said Act, and

WHEREAS, Pursuant to Article III, Section 1 of the Constitution, the Tribal Business Council is the governing body of the MHA Nation; and

WHEREAS, The Constitution authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the MHA Nation and of the enrolled members thereof; and

WHEREAS, Pursuant to Article VI, Section 5(1) of the Constitution, the Tribal Business Council has the power to adopt Resolutions regulating the procedures of the Tribal Business Council, its agencies and officials; and

WHEREAS, Article VI, Section 5(c) of the Constitution specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Nation and to make expenditures from available Tribal funds for public purposes for the Nation; and

WHEREAS, The Tribal Business Council desires to form and organize “Nueta National Inc.” (the “Corporation”) pursuant to the Tribe’s inherent sovereign powers and “Three Affiliated Tribes Tribal Business Corporation Act” (Resolution 11-126-VJB, Nov. 28, 2011); and

WHEREAS, The Tribal Business Council has determined that it is in the best economic interest, pursuant to its inherent sovereignty and the Constitution and By-Laws, and on behalf of and in the interests of the welfare and benefit of the Tribe and of the enrolled members thereof to pursue Tribal economic development opportunities through and with the formation of a separate Tribal corporation under Tribal authority and law; and

WHEREAS, The Tribal Business Council desires to form and organize the Corporation under Tribal authority and law to pursue such economic development as a wholly owned Tribal entity; and



WHEREAS, The Tribe desires to establish a Corporation to potentially build capital within the Tribal Community, which capital will be subsequently potentially dispersed to the Tribe and used in the Tribe’s government discretion for the benefit of its members, and the community through Tribal initiatives and Tribal government programs; therefore, the purpose of the Corporation is to promote the self-sufficiency of the Tribe and its members and families, and to address the socio-economic and cultural needs of the Tribe, its members and its community.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes aka MHA Nation approves the formation of and organization of Nueta National Inc., a Tribal corporation formed under the authority and laws of the Tribe; and

BE IT FURTHER RESOLVED, that Nueta National Inc., a wholly owned Tribal Corporation shall be managed by its duly approved and authorized Board of Governors who are authorized to act in accordance with the “Three Affiliated Tribes Tribal Business Corporation Act” (Resolution 11-126-VJB, Nov. 28, 2011) and its Articles of Incorporation as approved pursuant to this Resolution; and

BE IT FURTHER RESOLVED, that Nueta National, Inc. is an instrumentality of the Tribe, shares in the Tribe’s sovereign immunity, tax-free status and is exempt from all state regulation; and

BE IF FURTHER RESOLVED, that in approving the Organization and Formation of Nueta National Inc., a wholly owned Tribal corporation, the Tribe hereby agrees to not legislatively arbitrarily make unlawful the purposes and activities of the Nueta National Inc. or any other similar Tribally authorized businesses; and

BE IT FURTHER RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes, in its approval of the organization and formation of Nueta National Inc., a wholly owned Tribal corporation, hereby expressly authorizes and approves Nueta National Inc. and its Board of Governors the authority to grant limited waivers of its corporate sovereign immunity as set forth in its Articles of Incorporation, to the extent necessary to pursue SBA 8(a) Programs, which shall be expressly limited to the Corporation, its officers, and its assets and said authorization shall not be interpreted, held or otherwise construed to be any waiver of the sovereign immunity of the Three Affiliated Tribes, its officers, officials, agents or assigns; and

BE IT FURTHER RESOLVED, that the Tribal Business Council and owner of Nueta National Inc. names Daylon Spotted Bear as the Corporations’s Chief Executive Officer (“CEO”) and requires the CEO to provide Quarterly reports to the Board of



Governors on any contracts, agreements and/or stipulations that require the Corporation to waive its corporate sovereign immunity in any manner; and

BE IT FINALLY RESOLVED, that the Chairman and Tribal Secretary are hereby authorized to take such further actions as are deemed necessary or desirable to carry out the terms and intent of this Resolution.

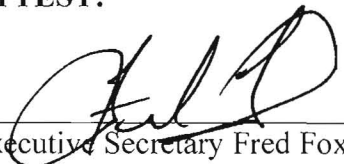
CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 7th day of May, 2024, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

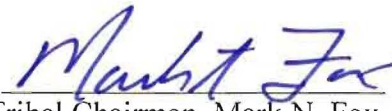
Chairman [X] Voting. [] Not Voting.

Dated this 7th day of May, 2024.

ATTEST:



Executive Secretary Fred Fox
Tribal Business Council
Three Affiliated Tribes



Tribal Chairman, Mark N. Fox
Tribal Business Council
Three Affiliated Tribes

Articles of Incorporation

Nueta National Inc

PURSUANT TO THE SOVEREIGN AUTHORITY OF THE
MANDAN HIDATSA ARIKARA NATION

ARTICLES OF INCORPORATION
OF
NUETA NATIONAL INC.

The Mandan Hidatsa Arikara Nation ("Tribe"), aka the Three Affiliated Tribes, a federally recognized Indian Tribe organized pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 987)(25 U.S.C. § 476), as amended, acting through the Tribal Business Council, hereby authorizes these Articles of Incorporation to be filed under the laws of the Tribe, for the purpose of creating the Tribal corporation ("Corporation"), and states as follows:

ARTICLE I -NAME

The Name of the Corporation is NUETA NATIONAL INC.

ARTICLE II - PURPOSES AND POWERS

1. The purposes for which this Corporation is formed are:
 - a. To serve the common welfare of the Tribe;
 - b. To serve the social, economic, educational and health needs of the Tribe;
 - c. To increase tribal revenues;
 - d. To enhance the Tribe's economic self-sufficiency and self-determination; and
 - e. To provide positive, long-term social, environmental and economic benefits to Tribal members by enhancing the Tribe's business undertakings and prospects.

In furtherance of the foregoing purposes the Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under the laws of the Tribe. In addition, it may do everything necessary, suitable or proper for the accomplishment of any of its purposes.

2. Without in any way limiting the scope and generality of the foregoing, the Corporation shall have and may exercise the following powers:
 - a. To purchase 51% of Creek National, LLC and subsequently become certified in the SBA 8(a) Business Development Program under Creek National, LLC to pursue Federal Government contracts in the following, but not limited to, fields of service:

Fuel and Lubricants Sales and Distribution, Oil Country Tubular Goods Sales and Distribution and other Oil and Gas contract opportunities;

- b. To form subsidiary corporations and enter into business associations, and other business arrangements;
 - c. To conduct and carry out business either within or outside the exterior boundaries of the Fort Berthold Indian Reservation;
 - d. To exercise such powers as may be at any time permitted under the laws of the Tribe and deemed desirable to give effect to the Corporation's purpose.
3. The enumeration herein of any specific purpose or power shall not be held to limit or restrict in any manner the exercise by the Corporation of the general powers and privileges now or hereafter conferred by the laws of the Tribe upon corporations formed under such laws, or the accomplishment of any purpose now or hereafter permitted to the Corporation pursuant to these Articles of Incorporation.

ARTICLE III- REGISTERED AGENT

The Name and Address of the registered Agent is:

Daylon Spotted Bear
3250 Rock Island Place
Suite 4
Bismarck, North Dakota 58504
(701) 220-9638

ARTICLE IV - PRINCIPAL OFFICE

The principal office of the Corporation is 938 BIA Rt. 20 A, Halliday, North Dakota 58636.

ARTICLE V- DURATION

The period of the Corporation is perpetual.

ARTICLE VI- GOVERNORS

The number of Governors constituting the initial Board of Governors under this Articles of Incorporation named by Mandan Hidatsa Arikara Nation Tribal Business Council is three (3), the names and addresses of the persons serving as the Board of Governors are as follows:

Daylon Spotted Bear 938 BIA Rt. 20 A, Halliday, North Dakota 58636

Sherry Lonefight 8995 BIA Rt.12 Mandaree North Dakota 58757

Dr. Monica Mayer 500 5th St. N. New Town, North Dakota 58763

ARTICLE VII- INCORPORATORS

The name and address of the incorporator is:

Daylon Spotted Bear
938 BIA Rt. 20A
Halliday, ND 58636

ARTICLE VIII- CAPITALIZATION

There shall only be one class of stock. The Corporation shall have the authority to issue 100 shares of common stock, at no par value. The Corporation is formed pursuant to and shall be subject to the laws of the Tribe and shall be at all times wholly owned, directly or indirectly, by the Tribe. The Tribe shall have, directly or indirectly, the sole proprietary interest in, and shall have sole responsibility for, the conduct of the activities of the Corporation.

ARTICLE IX- SOVEREIGN IMMUNITY

The Corporation, being wholly owned, directly or indirectly by the Tribe, is to enjoy the Tribe's sovereign immunity. In furtherance thereof, for so long as it is wholly owned, directly or indirectly, by the Tribe, the Tribe hereby confers on the Corporation sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged directly in the activities undertaken by the Corporation. It is the intention of the Tribe that the extension to the Corporation of such sovereign immunity from suit shall apply to the Corporation's managers, officers, employees and agents to the same extent that the Tribe's managers, officers, employees and agents would have such sovereign immunity if the Tribe engaged directly in activities undertaken by the Corporation. As set forth and intended in the laws of the Tribe, the Corporation shall have the power to sue and is authorized to consent to be sued in the Tribe's Tribal Courts or another court of competent jurisdiction, provided, however, that:

a. Any such consent to suit shall not be effective against the Corporation in any manner and to any extent whatsoever unless such consent is:

(1) Explicit;

(2) Contained in a written contract or commercial document to which the Corporation is a party and under which the Corporation is involved in the suit; and

(3) Specifically approved by the Corporation's Board of Governors.

b. Any recovery against the Corporation shall be expressly limited to the assets of the Corporation in the manner and to the extent as explicitly set forth in such written consent.

c. The Corporation's Chief Executive Officer or his/her authorized representative shall be required to provide quarterly reports to the Tribe's Tribal Business Council on any contracts, agreements and/or stipulations that require the Corporation to waive its corporate sovereign immunity in any manner.

d. Any written consent to be sued by the Corporation shall in no way extend to any action against the Tribe or its managers, officers, employees, or agents nor shall consent to suit by the Corporation in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe or its managers, officers, employees or agents. The Tribe shall not be held liable for the payment or performance of any obligations of the Corporation, and no recourse shall be had against any of the assets or revenues of the Tribe outside the assets or revenues of the Tribal Corporation to satisfy the Corporation's obligations.

e. The sovereign immunity of the Corporation shall not extend to any actions against the Corporation by the Tribe.

It may be a requirement by the SBA 8(a) program and the application process to obtain a "Limited Waiver of Sovereign Immunity" for Nueta National Inc. and its subsidiaries. Nueta National Inc. is a 100% MHA Tribally owned business and intends to purchase 51% of Creek National, LLC.

Upon the 51% purchase of Creek National, LLC, the Limited Waiver of Sovereign Immunity will be presented to the Three Affiliated Tribes Tribal Business Council for consideration and subsequent approval.

ARTICLE X – ENCUMBRANCE

The Corporation, as duly authorized under the Three Affiliated Tribes Tribal Business Corporation Act (Resolution 11-132-VJB, November 28, 2011) and these Articles, shall have the authority to incur limited recourse liability through the encumbrance of its company assets.

For the purposes of forming a corporation under the authority of the Mandan Hidatsa Arikara Nation, I, the undersigned, have personally executed these Articles of Incorporation on May ____, 2024.

Daylon Spotted Bear, Nueta National Inc.

Filed: _____
Date

Fred Fox, Tribal Business Council Secretary

Filed: _____
Date

Mark Fox, Tribal Business Council Chairman

Nueta National Inc
By laws

BYLAWS OF
NUETA NATIONAL INC.

ARTICLE I- NAME AND PURPOSE

Section 1.1- Name. The name of the Corporation shall be Nueta National Inc. It shall be a for-profit entity and incorporated under the laws of the the Three Affiliated Tribes of the Fort Berthold Indian Reservation aka Mandan Hidatsa Arikara Nation ("Tribe").

Section 1.2- Purpose. Nueta National Inc. ("Corporation") is organized exclusively for the purposes of serving the common welfare of the Tribe; to serve the social, economic, educational and health needs of the Tribe; to increase Tribal revenues; and to enhance the Tribe's social, environmental and economic benefits to Tribal members by enhancing the Tribe's business undertakings and prospects. A specific purpose of the Corporation is to purchase 51% of Creek National, LLC and subsequently become certified under and dba as Creek National, LLC in the SBA 8(a) program and pursue government contracts in the services of, but not limited to, Fuel and Lubricants Sales and Distribution, Oil Country Tubular Goods Sales and Distribution, and other oil and gas opportunities; form subsidiary corporations and enter into business associations, and other business arrangements; and to conduct and carry out business within and outside the exterior boundaries of the Fort Berthold Indian Reservation.

ARTICLE II- MEMBERSHIP

Section 2.1 - Membership. The Corporation shall have no members. All powers, obligations and rights of members provided by law shall reside in the Board of Governors.

Section 2.2 - Ownership. The Corporation shall be wholly owned by the Three Affiliated Tribes of the Fort Berthold Indian Reservation, aka Mandan Hidatsa Arikara Nation.

ARTICLE III- OFFICES

Section 3.1. -Principal Office. The principal office of the Corporation shall be 938 BIA Rt. 20A, Halliday, North Dakota within the exterior boundaries of the Fort Berthold Indian Reservation.

ARTICLE IV- GOVERNORS

Section 4.1 -General Powers. All corporate powers associated with Nueta National Inc. shall be exercised by and under the authority of the Board of Governors ("Board"), and the business and affairs of the Corporation shall be managed by the Chief Executive Officer under the direction of the Board of Governors. All Corporate matters including, but not limited to, contracts and agreements are subject to approval by the Board of Governors and the day-to-day operations will be under the management of the Chief Executive Officer. The Board of Governors has the authority to approve all matters including the Management

Agreement described in the Memorandum of Understanding between the Three Affiliated Tribes aka Mandan Hidatsa Arikara Nation; Nueta National Inc., 100% owned by the Three Affiliated Tribes aka Mandan Arikara Nation; Creek Oilfield Services, LLC and Creek National, LLC.

Section 4.2 -Number and Qualifications. The number of Governors of the Corporation shall be as set forth in the Corporation's Articles of Incorporation, provided that any increase or decrease in the number of Governors shall not shorten the term, established in the Memorandum of Understanding, of any Governor in office at the time of any change.

Section 4.3 -Terms of Governors. The terms of Governors of the Corporation shall be in accordance with the length of participation in the SBA 8(a) program which is nine (9) years from the acceptance of the progra

Section 4.4- Nomination and Election of Governors. The nomination and election of Governors shall lie with the MHA Nation Tribal Business Council.

Section 4.5 -Removal. Removal of any Governor must be approved by two-thirds (2/3) vote of the Board of Governors.

Section 4.6 -Vacancies. Any Governor vacancy shall be filled by the MHA Nation Tribal Business Council.

ARTICLE V - MEETINGS OF GOVERNORS

Section 5.1 - Regular Meetings. The Board of Governors shall meet, at a time and place to be decided or by Zoom or conference call, bi-annually (every 6 months) for its regular meeting.

Section 5.2 - Special Meetings. Special meetings of the Board of Governors may be called by or at the request of the Chief Executive Officer or any two (2) Governors. Such meetings may be held within or without the Fort Berthold Indian Reservation as fixed by the person or persons calling any such meetings.

Section 5.3 - Notice of Meetings. A Regular Board meeting requires each Board Member receive written notice (ie. letter or email) at least three (3) days in advance, but such notice may be waived by an affirmative voted of two-thirds (2/3) of the Board.

Section 5.4- Quorum. A quorum constitutes two-thirds (2/3) of all presently seated Board Members for business transactions to take place and motions to pass.

Section 5.5- Manner of Acting. Except as otherwise provided in these By-laws or law, the act of the majority of the Governors attending or participating in a meeting at which a quorum is present shall be the act of the Board of Governors. The affirmative vote of two-

thirds (2/3) of the number of Governors prescribed in Section 4.2 and in office immediately prior to a meeting shall be required to remove the Chief Executive Officer from her/his position, a modification of the duties and authority of the Chief Executive Officer as set forth in these By-laws, the creation or termination of a committee of the Board, the appointment of a Governor to a committee, the removal of a Governor from a committee, or a modification of the authority delegated to a committee by these By-laws or a resolution of the Board of Governors must have two-thirds (2/3) vote of the Board of Governors.

Section 5.6- Presumption of Assent. A Governor of the Corporation who is present at a meeting of the Board of Governors at which an action on any corporate matter is taken shall be presumed to have assented to the action taken unless (a) the Governor objects at the beginning of the meeting (or promptly upon the Governor's arrival) to holding such a meeting or transacting business at it, (b) the Governor shall file a written dissent or abstention to such action with the presiding officer of the meeting before the adjournment thereof or with the Corporation immediately after the adjournment of the meeting, or (c) the Governor's contrary vote or abstention is entered in the minutes of the meeting. Such right to dissent or abstain shall not apply to a Governor who voted in favor of such an action.

Section 5.7- Participation by Audio or other medium. Unless notice specifically requires presence at a regular or special meeting, any one or more Governors may participate in any meeting of the Board of Governors by means of conference telephone or other similar communications medium allowing all Governors participating in a meeting to hear one another simultaneously throughout the meeting. Participation by such means shall constitute presence in person at a meeting.

Section 5.8 – The Board of Governors will consist of three (3) Governors, in the event of the resignation of a Board Member, the Chief Executive Officer will continue to supervise, oversee and manage all operations associated with the business.

Section 5.9 -Appointment Procedures. In the event a Board Member resigns or otherwise does not complete his/her term, vacant elected Board positions shall be appointed by the Tribal Business Council to serve the unexpired term. New Board Members shall be officially sworn in at the next meeting where a quorum is present.

ARTICLE VI- CONFLICT OF INTEREST

Section 6.1 - Whenever a director, officer or employee of the Corporation has a financial or personal interest in any matter before the Board of Governors, the affected person shall (a) fully disclose the nature of the interest and (b) Obtain two-thirds vote to address and approve the potential conflict. Failure to disclose a conflict of interest constitutes grounds for removal from the Board of Governors.

ARTICLE VII- GOVERNOR AND STAFF

Section 7.1 -Executive Director. The Board, under its own authority, will oversee a Chief Executive Officer who manages the day-to-day activities of the Corporation including carrying out the goals and policies and make all day-to-day operation decisions. The Chief Executive Officer shall ensure compliance and enforcement of the management agreement and memorandum of understanding. The Chief Executive Officer will attend all Board meetings, report on the progress of the organization, answer questions of the Board and carry out the duties described in the job description. The Board can designate other duties as necessary.

Section 7.2- Attorney Advisor. The Board, under its own authority, may engage independent legal counsel to assist the Board in decisions regarding its activities pursuant herein.

ARTICLE VIII – AMENDMENTS

Section 8.1 -Amendments. These bylaws may be amended when necessary by two-thirds (2/3) majority of the Board of Governors. Proposed Amendments must be submitted to the Secretary to be sent out with the regular Board announcements.

Memorandum of Understanding

Nueta National Inc

“MHA Nation / Creek National, LLC” Memorandum of Understanding

This document, titled “MHA Nation / Creek National, LLC “Memorandum of Understanding” serves as an agreement between Three Affiliated Tribes Mandan Hidatsa Arikara Nation; Nueta National Inc., 100% owned by the Three Affiliated Tribes aka Mandan Hidatsa Arikara Nation; Creek Oilfield Services LLC, and Creek National LLC, 100% owned by Creek Oilfield Services, LLC.

Parties Involved: Nueta National Inc., is 100% owned and operated by the Three Affiliated Tribes Mandan Hidatsa Arikara Nation with Daylon Spotted Bear serving as its Chief Executive Officer. Creek National, LLC is 100% owned by Creek Oilfield Services, LLC which is 100% owned by Three Affiliated Tribes enrolled member Spencer Wilkinson Jr.

Scope of Agreement: Nueta National Inc., through its 51% ownership of Creek National, LLC, fully intends to apply to participate in the SBA 8(a) Certification program to pursue Federal Government contracts. Creek National, LLC will seek contracts in the fields of, but not limited to, Fuel and Lubricant Sales and Distribution, Pipe and Casing Sales and Distribution and other Oil and Gas contract opportunities. The SBA 8(a) application will be filed under Creek National, LLC, 51% owned by Nueta National Inc. A 100% Three Affiliated Tribes owned business.

Alignment of Participants: Creek National, LLC is currently owned 100% by Creek Oilfield Services, LLC. Nueta National Inc., will purchase 51% of Creek National, LLC by paying to the Creek Oilfield Services, LLC (“Seller”) the book value of the Membership Interest as of the date of the purchase for the 51% membership interest. In compliance with the SBA 8(a) program application process, this will allow the application to be submitted under Creek National, LLC as a 51% Nueta National Inc. Tribally owned company. The remaining 49% of Creek National, LLC will continue to be owned by Creek Oilfield Services, LLC. Through this affiliation, Creek National, LLC will have access to and utilize the extensive experience and history of Creek Oilfield Services, LLC in the Fuel and Lubricant Sales and Distribution business as well as Creek Oilfield Services, LLC’s extensive relationship with Parkland USA Corporation dba Farstad Oil (“Parkland”) performing as a distributor of Exxon Mobil products for over the past eight plus years.

Governance:

Nueta National Inc. will be governed by MHA Nation Tribal Business Council approved Articles and By-Laws. The Board of Governors as defined in the Articles and By-Laws will consist of the following members:

Daylon Spotted Bear, CEO Nueta National Inc.,

Dr. Monica Mayer, Three Affiliated Tribes Tribal Business Council Member / North Segment.

Sherry Lonefight /Three Affiliated Tribes Tribal Business Council Member / West Segment.

Creek National, LLC will be managed by a Creek National, LLC Board of Governors. The Board of Governors as defined in the Amended Articles of Organization will consist as follows:

Spencer Wilkinson, Jr., President of Creek Oilfield Services, LLC appointed by Creek Oilfield Services, LLC.

Daylon Spotted Bear, CEO Nueta National Inc, appointed by Nueta National Inc.,

Dr. Monica Mayer, Three Affiliated Tribes Tribal Business Council Member appointed by Nueta National Inc.,

Spencer Wilkinson Jr. will serve as the CFO (Chief Financial Officer) for Creek National, LLC with financial duties and responsibilities consisting of, but not limited to; ensuring all revenues and payments are received and deposited into applicable banking institution, ensuring any and all expenses, management agreements and all financial obligations are paid and satisfied and ensure that the remaining funds available, after all expenses are paid and satisfied, are distributed to Nueta (51%) and Creek Oilfield Services, LLC (49%).

Terms:

In the pursuit of SBA 8(a) contracts and its expenses, the Three Affiliated Tribes will not have any upfront financial obligation and will only reimburse Creek Oilfield Services, LLC for costs and expenses that are agreed upon by the Board of Governors

of Creek National, LLC such as travel and administrative responsibilities. No salaries will be paid out of Creek National, LLC except to potential administrative personnel such as accounting and administration only after a contract has been successfully awarded and performed. A Management Agreement between Creek National, LLC and Creek Oilfield Services, LLC will be agreed upon not to exceed 27% of the Gross Profit. Upon successful awarding of a Federal Government contract, Creek National, LLC, 51% owned by Nueta National Inc. which is 100% owned by the Three Affiliated Tribes will receive 51% of Net Profit after all expenses, including, but not limited to, cost of goods sold, direct expense, cost of sales, marketing, storage, accounting, legal, insurance expense, office and applicable contract costs and management fee are satisfied and paid. Creek National, LLC will not seek financial assistance from the Three Affiliated Tribes during this agreement and in the event of a contract resulting in a Net Loss, the Three Affiliated Tribes will not be financially liable for any percentage of such loss. For the avoidance of doubt, the parties agree that the all obligations for contracts shall be obligations of Creek National, LLC alone, and the Three Affiliated Tribes will not be asked to fund 51% of any Net Loss. The Three Affiliated Tribes will not have any financial obligation resulting in a Net Profit or Net Loss. The length of this agreement will be honored, and in place, in accordance with the length of the approved SBA 8(a) program of nine (9) years.

Termination and Severability:

In the event the agreed upon "MHA Nation / Creek National, LLC" Memorandum of Understanding agreements such; Operating Agreement or Management Agreements(s) of this Memorandum of Understanding is amended and / or changed without all parties in agreement, all parties will then have the right to terminate the agreement with a thirty (30) day notice. In the event of a termination of agreement, all existing contracts shall be completed and all

binding and financial obligations shall be met in accordance with their respective terms, and no new contracts shall be undertaken and Creek National, LLC shall wind up its business in an orderly dissolution.

In the event, any party (MHA Nation, Nueta National Inc., Creek National, LLC or Creek Oilfield Service, LLC) disrupts or impedes the ability to pay and satisfy all financial obligations and expenses related to the closing out of the contracts, the party disrupting or impeding the ability to pay and satisfy all obligations and expenses will be solely responsible for the remaining financial obligations and expenses related to the closing out of the contracts.

In the event minimal activity such as, but not limited to, minimal participation by any or all parties, minimal obtaining of contracts, or either party feels the alliance is no longer sustainable, either party can give 30 day notice of termination.

Initial Investment:

The SBA 8(a) program, at times, requires the business to illustrate the ability to fund expenses in pursuit of Federal Contracts. The amount of \$25,000.00 is the standard amount accepted to illustrate the ability to fund and pay for applicable expenses and Creek Oilfield Services, LLC will fund this amount. Creek Oilfield Services, LLC shall be reimbursed for its initial contribution upon the completion of the first awarded contract as an agreed upon distribution.

Upon approval of the Memorandum of Understanding, the By-Laws and Articles of Incorporation of Nueta National Inc., the Amended Articles of Organization and Amended Management and Applicable Agreements of Creek National, LLC. and the Member Interests Purchase and Sale Agreement under which Nueta National Inc., acquires 51% of Creek National, LLC and applicable MHA Tribal Resolutions, Creek National, LLC will aggressively begin the application process with the Small Business Administration to pursue the approval into the SBA 8(a) Certification program.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

Executed the date last written below.

Nueta National Inc.,

By: _____
Daylon Spottedbear
Its: President

Dated: _____

Creek National, LLC

By: _____
Spencer Wilkinson, Jr.
Its: President

Dated: _____

Creek Oilfield Services, LLC

By: _____
Spencer Wilkinson, Jr.
Its: President

Dated: _____

By: _____
Its: Chairman Mark Fox

Dated: _____

By: _____
Its: Secretary Fred Fox

Dated: _____

Purchase Agreement

Nueta National Inc

MEMBERSHIP INTEREST PURCHASE AND ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is entered into this ____ day of ____, 2024, by and among Creek Oilfield Services, LLC of 3250 Rock Island Place, #4, Bismarck, ND ("Seller"), and Nueta National, Inc, 8060 BIA Route 20, Halliday ND 58636 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the sole Member of Creek National, LLC, a North Dakota limited liability company ("Company"), which Company was established by Articles of Organization filed on April 26, 2024 with the Office of the Secretary of State of North Dakota; and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a fifty one percent (51%) of the Membership Interest owned by Seller on the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, for and in consideration of mutual promises and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase of Membership Interest.

A. Purchase of Membership Interest. Subject to the terms and conditions set forth herein, at the Closing (as defined below) Seller will together sell the Membership Interest owned by Seller and in the proportions as indicated above to Purchaser and Purchaser will purchase such Membership Interests from Seller, said Membership Interest constituting 51% of all of the issued and outstanding Membership Interest of the Company as of the Closing.

B. Purchase Price. Purchaser will pay to Seller the Book Value of the Membership Interest as of the date of _____, 2024 for the Membership Interest.

C. Payment of Purchase Price. The Purchase Price will be paid to Seller at Closing.

D. Buy Back of Membership Interest. Seller may buyback Membership Interest sold herein at any time and in any proportion at Seller's discretion by making written demand, at the then current book value as of the date of demand. Any obligations and current contracts of Company would remain intact and subject to the Operating Agreement of Company.

Section 2. Representations and Warranties of the Company and Seller. As a material inducement to Purchaser to enter into this Agreement and purchase the Membership Interest, Seller and the Company, jointly and severally, represent and warrant that:

A. Organization and Corporate Power. The Company is a Company duly organized and validly existing under the laws of the State of North Dakota. The Company is qualified to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify. The Company has all requisite corporate power and authority and all material licenses, permits, and authorizations necessary to own and operate its properties and

to carry on its business as now conducted. The copies of the Company's Articles of Organization, Operating Agreement and Amended Operating Agreement have been furnished to Purchaser and reflect all amendments made thereto at any time prior to the date of this Agreement and are correct and complete.

B. Membership Interest and Related Matters. The authorized Membership Interest of Company consists of 100% Membership Interests, of which are issued and outstanding and are owned, beneficially and of record, by Seller and no other Membership Interest of the Company is issued and outstanding. The Company does not have outstanding and has not agreed, orally or in writing, to issue any Membership Interest or securities convertible or exchangeable for any Membership Interest of its Membership Interest, nor does it have outstanding nor has it agreed, orally or in writing, to issue any options or rights to purchase or otherwise acquire its Membership Interest. The Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any Membership Interest of its Membership Interest. The Company has not violated any applicable securities laws or regulations in connection with the offer or sale of its securities. All of the outstanding Membership Interest of the Company's Membership Interest are validly issued, fully paid, and nonassessable. Seller has, and upon purchase thereof pursuant to the terms of this Agreement Purchaser will have: good and marketable title to the Membership Interest, free and clear of all security interests, liens, encumbrances, or other restrictions or claims, subject only to restrictions as to marketability imposed by securities laws.

C. Subsidiaries. The Company does not own or hold any rights to acquire any Membership Interest of Membership Interest or any other security or interest in any other Company or entity.

D. Conduct of Business – Liabilities. The Company is not in default under, and no condition exists that with notice or lapse of time would constitute a default of the Company under (i) any mortgage, loan agreement, evidence of indebtedness, or other instrument evidencing borrowed money to which the Company is a party or by which the Company or the properties of the Company are bound or (ii) any judgment, order, or injunction of any court, arbitrator, or governmental agency that would reasonably be expected to affect materially and adversely the business, financial condition, or results of operations of the Company taken as a whole.

E. Financial Statements. The Company is newly formed and has no financial history at present. The Company will provide unaudited internal monthly financial statement as requested by Buyer. The Company Financial Statements will fairly present the financial position of the Company and will be prepared in accordance with generally accepted accounting principles, consistently applied.

F. No Undisclosed Liabilities. Neither the Company nor any of the property of the Company is subject to any material liability or obligation.

G. Litigation. There are no material actions, suits, proceedings, orders, investigations, or claims pending or, to the best of Seller's and the Company's knowledge, overtly threatened against the Company or any of either, at law or in equity, or before or by any governmental department, commission, board, bureau, agency, or instrumentality; the

Company is not subject to any arbitration proceedings under collective bargaining agreements or otherwise or, to the best of Sellers and the Company's knowledge, any governmental investigations or inquiries; and, to the best knowledge of Sellers and the directors and responsible officers of the Company, there is no basis for any of the foregoing.

H. Compliance with Laws. To the best of Sellers knowledge, the Company is, in the conduct of its business, in substantial compliance with all laws, statutes, ordinances, regulations, orders, judgments, or decrees applicable to them, the enforcement of which, if the Company was not in compliance therewith, would have a materially adverse effect on the business of the Company, taken as a whole. Neither Seller nor the Company have received any notice of any asserted present or past failure by the Company to comply with such laws, statutes, ordinances, regulations, orders, judgments, or decrees.

I. No Brokers. Except as set forth herein, there are no claims for brokerage commissions, finders' fees, or similar compensation in connection with the purchase based on any arrangement or agreement binding upon any of the parties hereto.

J. Insurance. Any insurance policy maintained by the Company with respect to its properties, assets, and businesses, and each such policy is in full force and effect and a list will be attached in a Schedule to this Agreement. The Company is not in material default with respect to its obligations under any such policy maintained by it. Neither Seller nor the Company have been notified of the cancellation of any of the insurance policies listed on the Schedule or of any material increase in the premiums to be charged for such insurance policies.

K. Employees and Labor Relations Matters. To the best of Seller's knowledge, the Company has substantially complied in all material respects with all labor and employment laws, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, Americans With Disabilities Act, and the payment of social security and other taxes; there is no unfair labor practice charge, complaint, or other action against the Company pending or, to Sellers and the Company's best knowledge, threatened before the National Labor Relations Board and the Company is not subject to any order to bargain by the National Labor Relations Board; no questions concerning representation have been raised or, to Seller's and the Company's best knowledge, are threatened with respect to employees of the Company; to the best knowledge of Seller and the directors and responsible officers of the Company, no employee of the Company is subject to any noncompetition, nondisclosure, confidentiality, employment, consulting, or similar agreements with persons other than the Company relating to the present business activities of the Company.

Section 3. Representations and Warranties of Purchaser. As a material inducement to Seller to enter into this Agreement and sell the Membership Interest, Purchaser hereby represents and warrants to Seller as follows:

A. Governmental Authorities. Except as set forth herein, (i) Purchaser is not required to submit any notice, report, or other filing with any governmental or regulatory authority in connection with the execution and delivery by Purchaser of this Agreement and the consummation of the purchase and (ii) no consent, approval, or authorization of any governmental or regulatory authority is required to be obtained by Purchaser or any affiliate

in connection with Purchaser's execution, delivery, and performance of this Agreement and the consummation of this purchase.

B. Litigation. There are no actions, suits, proceedings, or governmental investigations or inquiries pending or, to the knowledge of Purchaser, threatened against Purchaser or its properties, assets, operations, or businesses that might delay, prevent, or hinder the consummation of this purchase.

C. Investment Representations

1. Purchaser is acquiring the Membership Interest for its own account for purposes of investment and without expectation, desire, or need for resale and not with the view toward distribution, resale, subdivision, or fractionalization of the Membership Interest.

2. During the course of the negotiation of this Agreement, Purchaser has had the opportunity to ask questions of and receive answers from representatives of the Company concerning the Company, the securities offered and sold hereby, and this purchase, and to obtain certain additional information requested by Purchaser.

3. Purchaser understands that the Membership Interest to be purchased have not been registered under Securities Act of 1933 ("1933 Act"), or under any state securities law.

4. Purchaser understands that the Membership Interest cannot be resold in a transaction to which the 1933 Act and state securities laws apply unless (i) subsequently registered under the 1933 Act and applicable state securities laws or (ii) exemptions from such registrations are available. Purchaser is aware of the provisions of Rule 144 promulgated under the 1933 Act which permit limited resale of Membership Interest purchased in a private transaction subject to the satisfaction of certain conditions.

5. Purchaser understands that no public market now exists for the Membership Interest and that it is uncertain that a public market will ever exist for the Membership Interests.

D. Brokerage. There are no claims for brokerage commissions, finders' fees, or similar compensation in connection with this purchase based on any arrangement or agreement entered into by Purchaser and binding upon any of the parties hereto.

Section 4. Satisfaction of Conditions. The Company shall use reasonable efforts to obtain as promptly as practicable the of the conditions to Closing set forth herein and any necessary Section 5. Conditions Precedent to the Obligations of Purchaser- Each and every obligation of Purchaser under this Agreement is subject to the satisfaction, at or before the Closing, of each of the following conditions:

A. Representations and Warranties: Performance. Each of the representations and warranties made by the Company herein will be true and correct in all material respects as of the Closing with the same effect as though made at that time except for changes contemplated,

permitted, or required by this Agreement; Seller and the Company will have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by them prior to the Closing.

B. Litigation. No material action, suit, or proceeding before any court, governmental or regulatory authority will have been commenced and be continuing, and no investigation by any governmental or regulatory authority will have been commenced and be continuing, and no action, investigation, suit, or proceeding will be threatened at the time of Closing, against Seller, the Company, or Purchaser or any of their affiliates, associates, officers, or directors, seeking to restrain, prevent, or change this purchase, questioning the validity or legality of this purchase, or seeking damages in connection with this purchase.

C: Material Change. From the date of this Agreement to the Closing, the Company shall not have suffered any material adverse change (whether or not such change is referred to or described in any supplement to any Exhibit or Schedule to this Agreement) in its business prospects, financial condition, working capital, assets, liabilities (absolute, accrued, contingent, or otherwise), or operations.

Section 6. Conditions Precedent to the Obligations of the Company and Seller. Each and every obligation of Seller and the Company under this Agreement is subject to the satisfaction, at or before the Closing, of each of the following conditions:

A. Representations and Warranties: Performance. Each of the representations and warranties made by Purchaser herein Will be true and correct in all material respects as of the Closing with the same effect as though made at that time except for changes contemplated, permitted, or required by this Agreement; Purchaser will have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by it prior to the Closing.

B. No Proceeding or Litigation. No action, suit, or proceeding before any court (other than suits seeking monetary damages only and in the aggregate sum of less than \$10,000) and any governmental or regulatory authority will have been commenced and be continuing, and no investigation by any governmental or regulatory authority will have been commenced and be continuing, and no action, investigation, suit, or proceeding will be threatened at the time of Closing, against Seller, the Company, or Purchaser or any of their affiliates, associates, officers, or directors, seeking to restrain, prevent, or change this purchase, questioning the validity or legality of this purchase, or seeking damages in connection with this purchase.

Section 7. Closing.

A. Time, Place, and Manner of Closing. Unless this Agreement has been terminated and this purchase has been abandoned pursuant to the provisions of Section 11, the closing ("Closing") will be held at a place as the parties may agree; or as soon as practicable

after the satisfaction of the various conditions precedent to the Closing set forth herein, At the Closing the parties to this Agreement will exchange certificates, and other instruments and documents in order to determine whether the terms and conditions of this Agreement have been satisfied. Upon the determination of each party that if conditions to consummate this purchase have been satisfied or waived, Seller shall deliver to Purchaser the certificate(s) evidencing the Membership Interest, duly endorsed for transfer, and Purchaser shall deliver to Seller the Notes and Guaranties referred to herein, in a manner to be agreed upon by the parties. After the Closing, Seller, at Purchasers cost, will execute, deliver, and acknowledge all such further instruments of transfer and conveyance and will perform all such other acts as Purchaser may reasonably request to effectively transfer the Membership Interest.

B. Consummation of Closing. All acts, deliveries, and confirmations comprising the Closing regardless of chronological sequence shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery, or confirmation of the Closing and none of such acts, deliveries, or confirmations shall be effective unless and until the last of the same shall have occurred. The time of the Closing has been scheduled to correspond with the close of business at the principal office of the Company and, regardless of when the last act, delivery, or confirmation of the Closing shall take place, the transfer of the Membership Interest shall be deemed to occur as of the close of business at the principal office of the Company on the date of the Closing.

Section 8. Termination.

A. Termination for Cause. If, pursuant to the provisions set forth herein, Seller or Purchaser is not obligated at the Closing to consummate this Agreement, then the party who is not so obligated may terminate this Agreement.

B. Termination Without Cause. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time without further obligation or liability on the part of any party in favor of any other by mutual consent of Purchaser and Seller.

C. Termination Procedure. Any party having the right to terminate this Agreement due to a failure of a condition precedent contained here may terminate this Agreement by delivering to the other party written notice of termination, and thereupon, this Agreement will be terminated without obligation or liability of any party.

Section 9. Miscellaneous Provisions.

A. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified, or supplemented only by an agreement signed by Purchaser and Seller.

B. Waiver of Compliance. Consents. Any failure of any party to comply with any obligation, covenant, agreement, or condition herein may be waived by the party entitled to the performance of such obligation, covenant, or agreement or who has the benefit of such condition, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent will be given in a manner consistent with the requirements for a waiver of compliance as set forth above.

C. Notices. All notices, requests, demands, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered by hand or two days after being mailed by certified or registered mail, return receipt requested, with postage prepaid:

If to Purchaser:

Nueta National, Inc.,
Attn: Daylon Spotted Bear
8060 BIA Route 20
Halliday ND 58636

or to such other person or address as Purchaser furnishes to Seller pursuant to the above.

If to Seller:

Creek Oilfield Services, LLC
Attn: Spencer Wilkinson, Jr.,
3250 Rock Island Pl. #4
Bismarck, ND 58504

or to such other address as Seller furnishes to Purchaser pursuant to the above.

D. Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

E. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

F. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

G. Attorney Fees- In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

H. Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.

I. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

K. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

L. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

M. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

N. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Executed the date last written below.

Nueta National Inc.,

By: _____
Daylon Spotted Bear
Its: President

Dated: _____

Creek National, LLC

By: _____
Spencer Wilkinson, Jr.
Its: President

Dated: _____

Creek Oilfield Services, LLC

By: _____
Spencer Wilkinson, Jr.
Its: President

Dated: _____



April 15, 2024

Three Affiliated Tribes
Mark Fox, Chairman
Mandan Hidatsa Arikara Nation
404 Frontage Rd.
New Town, North Dakota 58763

RE: Recommendation - Creek Oilfield Services, LLC

To Whom it May Concern,

We, Parkland USA Corporation dba Farstad Oil ("Parkland"), are writing to recommend Creek Oilfield Services, LLC ("Creek") for consideration for additional government contracts on or off the Fort Berthold Indian Reservation, specifically any projects or contracts related to bulk lubricant and oil distribution.

We have had the pleasure of working with Creek for more than nine years, and they have been an Exxon Mobil sub-distributor for us for more than eight years. During the years of our business relationship, Creek has consistently impressed us with their technical expertise, problem-solving skills, safety focus, and work ethic. Creek possesses a strong understanding of the bulk lubricants business which allows them to effectively serve our customers' needs. Most importantly to Parkland, however, Creek has demonstrated that they prioritize safety above all else, and they adhere to safety protocols and procedures and actively promote a safe work environment.

If you have any questions, please do not hesitate to contact me at jeremy.schwendiman@parklandusa.com.

Sincerely,

Jeremy Schwendiman
Senior Legal Counsel and Corporate Secretary
Parkland USA Corporation

Parkland

Parkland Corporation
1800, 240-4 Ave SW
Calgary, AB T2P 4H4
403-567-2500
parkland.ca