

February 8, 2011

RECEIVED

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PUBLIC SERVICE COMMISSION

HAND DELIVERED

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue
Dept. 408
Bismarck, ND 58505-4080

**RE: RANGELAND PIPELINE, LLC
CRUDE OIL PIPELINE – WILLIAMS
COUNTY – AMENDMENT OF LETTER OF
INTENT
CASE NUMBER PU-10-637**

Dear Mr. Nitschke:

On December 2, 2010, a Letter of Intent (“LOI”) to construct an approximately 20-mile-long crude oil pipeline project in Williams County, North Dakota, was submitted to the North Dakota Public Service Commission (“Commission”) by Rangeland Energy, LLC (“Rangeland Energy”). Since the time that the LOI was submitted, it has been determined that the Project entity will be Rangeland Pipeline, LLC (“Rangeland Pipeline”), a wholly-owned subsidiary of Rangeland Energy. Therefore, this letter is submitted jointly by Rangeland Energy and Rangeland Pipeline in order to amend the LOI so that the name of the Project entity is Rangeland Pipeline, LLC, rather than Rangeland Energy, LLC. With the exception that Rangeland Terminals, LLC, another wholly-owned subsidiary of Rangeland Energy, will own the COLT Hub referenced in the LOI, all other Project information submitted in the LOI remains unchanged. Rangeland Energy and Rangeland Pipeline also request that the case name and caption be changed accordingly.

It is the understanding of both Rangeland Energy and Rangeland Pipeline that this amendment to the LOI does not affect the Commission’s December 8, 2010 acknowledgment of the LOI or decision to shorten the one-year waiting period to seven weeks, as requested in the LOI.

Attorneys & Advisors
main 701.221.4020
fax 701.221.4040
www.fredlaw.com

Fredrikson & Byron, P.A.
200 North Thi
Bismarck, Nor
58501-3879

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PU-10-637 Filed: 2/8/2011 Pages: 14
Amendment of Letter of Intent, copy of corporate papers

Mr. Darrell Nitschke
February 8, 2011
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Also, enclosed for filing are an original and ten (10) copies of the following corporate documents for Rangeland Pipeline:

1. A certified copy of the Certificate of Formation of Rangeland Pipeline, LLC, from the Secretary of State of Delaware;
2. A Certificate of Good Standing from the Secretary of State of Delaware for Rangeland Pipeline, LLC;
3. A Certificate of Good Standing from the Secretary of State of North Dakota for Rangeland Pipeline, LLC;
4. Unanimous Written Consent of the Board of Managers of Rangeland Energy, LLC, to the formation of Rangeland Pipeline, LLC;
5. Limited Liability Company Agreement of Rangeland Pipeline, LLC; and
6. Corporation Details for Rangeland Pipeline, LLC, obtained from the North Dakota Secretary of State website.

A CD containing this letter and the above-listed documents in PDF format, as well as ten (10) copies of this letter, are also enclosed. If you have questions regarding this matter, please advise.

Sincerely,



MOLLIE M. SMITH

MMS/ms
Enclosures

cc: Mr. Patrick Fahn (*w/ encl. – via hand-delivery*)
Mr. Christopher Keene (*w/ encl. – via e-mail*)
Mr. Rafael Colaco (*w/ encl. – via e-mail*)
Mr. Steve Broker (*w/ encl. – via e-mail*)
Mr. Arturo Vivar (*w/ encl. – via e-mail*)

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RANGELAND PIPELINE, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2010, AT 7:42 O'CLOCK P.M.



4920286 8100

101246946

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8460497

DATE: 12-30-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:47 PM 12/29/2010
FILED 07:42 PM 12/29/2010
SRV 101246946 - 4920286 FILE

**CERTIFICATE OF FORMATION
OF
RANGELAND PIPELINE, LLC**

This Certificate of Formation of Rangeland Pipeline, LLC (the "Company"), dated as of December 24, 2010, is being duly executed by the undersigned, to form a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. §18-101 et seq.).

ARTICLE I

The name of the limited liability company is Rangeland Pipeline, LLC.

ARTICLE II

The address of the registered office of the Company in the State of Delaware is c/o Capitol Services, Inc., 615 S. Dupont Hwy, Dover, DE 19901.

ARTICLE III

The name and address of the registered agent for service of process of the Company in the State of Delaware is Capitol Services, Inc., 615 S. Dupont Hwy, Dover, DE 19901.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

By: 

Name: Max Stubbs

Title: Authorized Person

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RANGELAND PIPELINE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF FEBRUARY, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

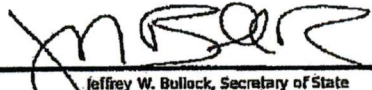
AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RANGELAND PIPELINE, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2010.

4920286 8300

110117182

You may verify this certificate online
at corp.delaware.gov/authvar.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8540082

DATE: 02-04-11

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING OF

RANGELAND PIPELINE, LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that RANGELAND PIPELINE, LLC, a FOREIGN LIMITED LIABILITY COMPANY, authorized to transact business in the State of North Dakota on February 7, 2011, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a FOREIGN LIMITED LIABILITY COMPANY.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

RANGELAND PIPELINE, LLC

Issued: February 07, 2011

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF MANAGERS OF
RANGELAND ENERGY, LLC**

The undersigned, being all of the members of the Board of Managers (the "Board") of Rangeland Energy, LLC, a Delaware limited liability company (the "Company"), do hereby waive the calling and convening of a meeting of the Board, and do hereby consent to, confirm, approve, and adopt the following actions effective as of December 30, 2010:

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in that certain Limited Liability Company Agreement of Rangeland Energy, LLC dated as of October 19, 2009 (the "LLC Agreement");

WHEREAS, Section 6.8(a)(xxviii) of the LLC Agreement requires Board approval to organize a subsidiary of the Company; and

WHEREAS, the Board deems it desirable and in the best interest of the Company that two limited liability companies be organized as subsidiaries under the laws of Delaware, using the names Rangeland Terminals, LLC, and Rangeland Pipeline, LLC, provided such names are available for use.

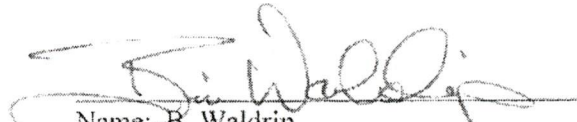
NOW, THEREFORE, BE IT RESOLVED, that the President of the Company, Christopher W. Keene, is hereby authorized and empowered to organize Rangeland Terminals, LLC, a Delaware limited liability company, and Rangeland Pipeline, LLC, a Delaware limited liability company, on behalf of the Company.

RESOLVED FURTHER, that the Board and/or officers of the Company, be and they hereby are authorized and directed to execute, file and deliver, or cause to be made, executed, filed and delivered, all agreements, undertakings, resolutions, documents, instruments or certificates, and any and all further instruments and to do and perform any and all such other acts and things that may be necessary or proper to carry out the purposes and intent of the foregoing resolutions.


RESOLVED FURTHER, that any and all actions taken by the Board and/or officers of the Company, prior to the date hereof on behalf of the Company and in furtherance of the foregoing resolutions are in all respects ratified, confirmed and approved by the Company as its own act and deed, and shall be conclusively deemed to be such Company act and deed for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Written Consent of the Board of Managers of Rangeland Energy, LLC, effective on and as of the 30th day of December, 2010.


Name: B. Waldrip

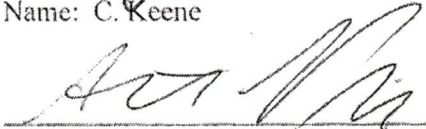
Name: D. Jaggi



Name: M. Hurt



Name: C. Keene




Name: A. Vivar

Signature Page – Written Consent of Board of Managers of Rangeland Energy, LLC

IN WITNESS WHEREOF, the undersigned has duly executed this Written Consent of the Board of Managers of Rangeland Energy, LLC, effective on and as of the 30th day of December, 2010.

Name: B. Waldrip



Name: D. Jaggi

Name: M. Hurt

Name: C. Keene

Name: A. Vivar

Signature Page – Written Consent of Board of Managers of Rangeland Energy, LLC

**LIMITED LIABILITY COMPANY AGREEMENT
OF
RANGELAND PIPELINE, LLC
(a Delaware Limited Liability Company)**

This Limited Liability Company Agreement (the "Agreement") of Rangeland Pipeline, LLC (the "Company"), dated effective as of December 30, 2010 (the "Effective Date"), is hereby adopted, executed and agreed to by the party listed below as the sole Member.

1. **Formation.** The Company was formed on the Effective Date, as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act, as amended (the "Act").

2. **Term.** The term of existence of the Company shall be perpetual, unless the Company is dissolved in accordance with either the provisions of this Agreement or the Act.

3. **Purposes.** The purposes of the Company are to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall have all of the powers to conduct such business as permitted under the Act.

4. **Member.** Rangeland Energy, LLC, a Delaware limited liability company, is the sole member of the Company (such member or its successor, the "Member").

5. **Allocations to Member.** The Member shall receive the allocation of all profits, losses, gains, deductions and credits with respect to the operations of the Company.

6. **Contributions.** Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

7. **Distributions.** The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company and (b) to enjoy all other rights, benefits and interests as the sole Member of the Company.

8. **Management.** The management of the Company is fully reserved to the Member. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company.

9. **Officers.**

(a) The Member may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware. Any such officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. The Member may assign titles to particular officers. Unless the Member decides otherwise, if the title is one commonly

used for officers of a business corporation formed under the Delaware General Corporate Law (or any successor statute), the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Member pursuant to this Section 9 and the other terms and provisions of this Agreement. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner provided in this Agreement. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Member.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Member; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Member.

10. **Tax Matters.** The Company and the Member shall comply with all requirements of the Internal Revenue Code of 1986, as amended, with respect to the Company. In this regard, the Company shall be disregarded for federal tax purposes as provided in Treasury Regulations Section 301.7701-3.

11. **Indemnification.** To the extent allowed under the laws of the State of Delaware, the Company shall indemnify the Member and the Company's officers and employees from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Company as set forth in this Agreement in which the Member, any officer or any employee may be involved, or is threatened to be involved, as a party or otherwise, REGARDLESS OF WHETHER ARISING FROM ANY ACT OR OMISSION WHICH CONSTITUTED THE SOLE, PARTIAL OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF SUCH MEMBER, OFFICER OR EMPLOYEE, unless it is established that: (1) the act or omission of such Member, officer or employee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty; (2) the Member, officer or employee actually received an improper personal benefit in money, property or services; or (3) in the case of any criminal proceeding, the Member, officer or employee had reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Member, officer or employee did not meet the requisite standard of conduct set forth in this Section 11. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Member, officer or employee acted in a manner contrary to that specified in this Section 11. Any indemnification

pursuant to this Section 11 shall be made only out of the assets of the Company, including insurance proceeds, if any.

12. **Transfers.** The Member may freely transfer all or any part of its membership interest in the Company at any time, and any such transferee shall become an additional or substituted Member of the Company, as applicable, with full rights of a Member as set forth herein and in the Act.

13. **Dissolution.** The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member may elect or as may be required under the Act. No other event will cause the Company to dissolve.


14. **Amendment.** This Agreement may be amended at any time with the consent of the Member.

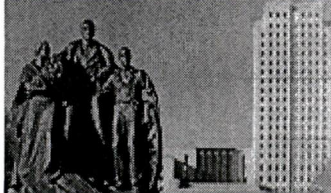
15. **Governing Law.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (EXCLUDING ITS CONFLICT-OF-LAWS RULES).

[Signature Page Follows]

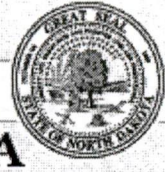
MEMBER:

RANGELAND ENERGY, LLC, a Delaware
limited liability company

By: 
Christopher W. Keene, President



SECRETARY OF STATE NORTH DAKOTA

[Home](#) | [Business Records Search](#)

RANGELAND PIPELINE, LLC

Corporation Details

System ID: 28439900**Phone:** (281) 566-3000**Type:** FOREIGN LIMITED LIABILITY COMPANY**Status:** Active & Good Standing**Original File Date:** 02/07/2011**Effective Date:** 02/07/2011**State of Origin:** Delaware

Nature of Business

DEVELOP, OWN & OPERATE CRUDE OIL PIPELINES

Principal Office

14100 SOUTHWEST FREEWAY #220 SUGAR LAND, TX 77478-

Registered Agent

CAPITOL CORPORATE SERVICES, INC.

313 NP AVE N

FARGO, ND 58102-4835



Established Date: Feb 07, 2011

Generate an Annual Report To File

To Generate a Annual Report form to be filed with the Secretary of State, select the appropriate year of the report you intend to file. This report does not contain details of a report previously filed with the Secretary of State. The annual report years reflected are an indication of the various report forms available in this site and is not an indication that an entity needs to file reports for all years. Missing years indicate that the forms for the missing year have not yet been deployed to the website, or have already been removed, and can be obtained by contacting the Secretary of State.

[2009](#) [2010](#) (generates a forms-fillable pdf in a new pop-up window)

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