

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
JESSE ROBERTSON RESOURCE COALITION, LLC**

A Manager-Managed Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into this 27th day of April, 2005 by:

Melvin Robertson, Jr.	- Chief Executive and Operations Manager
McKinley Walker	- Manager and Operation Support
Glen Robertson	- Manager and Operation Support
Letha Barrett	- Secretary and Treasurer

and each individual or business entity later subsequently admitted to the Company as a Member. The following individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member."

BARRETT, LETHA
BRYANT, ALMA
CASTLE, L.J.
ELDER, OREAN
ENGLISH, CYNTHIA
ENGLISH, DAVID
JOHNSON, JACQULIN
LAMB, RUBY
LAWRANCE, EVELYN
MCCLUNG, LOLA
NEWSOME, GARLAND
NEWSOME, JOHN (ED)
ROBERTSON, BETTY
ROBERTSON, GLEN
ROBERTSON, LARRY
ROBERTSON, JESSIE
ROBERTSON, MELVIN JR.
WALKER, DENNIS
WALKER, MCKINLEY
YARBROUGH-ENGLISH, MATTIE

As of this date the Members, through their agent, April 27th, 2005, have formed the JESSE ROBERTSON RESOURCE COALITION, Limited Liability Company named above under the laws of the State of Texas. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE 1

Company Formation and Registered Agent

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State of Texas.

1.2 NAME. The name of the Company shall be: **JESSE ROBERTSON RESOURCE COALITION, LLC**

1.3 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be:

Registered Agent Solutions, Inc.
720 Brazos Street
Suite 1115
Austin, TX 78701
800-486-0757

1.4 TERM. The Company shall continue for an indefinite term, until dissolved by:

- (a) Members whose capital interest as defined in Article 2.2 exceeds 66 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) Any other event causing a dissolution of the Company under the laws of the State of Texas.

1.5 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of Texas.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

SNAP DRAGON E&W/SIDE & S/SIDE OF PETUNIA
A592 BRITTAIN, WM., ACRES 95.100
UPSHUR COUNTY, TX

Mailing address:
Jesse Robertson Resource Coalition, LLC
P.O. Box 28595
San Jose, CA 95159-8595

1.7 MEMBERS. The Company shall have two tiers of membership: tier 1 (capital contributing heirs) and tier 2 (non-capital contributing heirs). Tier 1 members shall have voting rights and the name and place of residence of each tier 1 voting members are contained in Exhibit 2 attached to this Agreement. Tier 2 members shall not have any voting rights and shall consist of all of the heirs of Jesse Robertson heirs who are not tier 1 members listed in Exhibit 2.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Member Selection Committee. The Member Selection Committee will be appointed by the Chief Executive Manager in conjunction with the Assistant Managers.

ARTICLE 2

Capital Contributions

2.1 INITIAL CONTRIBUTIONS AND LOANS. The Tier 1 Members initially contributed to the Company capital as described in Exhibit 3 attached to this Agreement.

- The total initial cash pledges for Tier 1 members are \$20,500 (does not include loans)
- Letha Barrett made loans to the company totaling \$8,625
- Melvin Robertson, Jr. made loans to the company totaling \$12,201

No distributions shall be made by the Company until the above referenced loans are repaid.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

All additional contributions made to the company by the existing Members, will be added to their current contributions and converted to appropriate shares.

ARTICLE 3 **Profits, Losses and Distributions**

3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d). No distributions shall be made until the loans to the Company made by Letha Barrett and Melvin Robertson, Jr. referenced in Article 2.1 above are repaid. No distribution shall be made until all tax obligations of the Company are paid, and the Company holds title to the real property free and clear.

ARTICLE 4 **Management**

4.1 MANAGEMENT OF THE BUSINESS. The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. The Chief Executive Manager shall have the authority to appoint Assistant Managers in his discretion. The Chief Executive Manager shall serve for an indefinite term, until such time as the Members whose capital interest as defined in Article 2.2 exceeds 75 percent vote for his termination as Chief Executive Manager.

4.2 MEMBERS. The liability of the Members and Managers shall be limited as provided under the laws of the Texas Limited Liability statutes. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF MANAGERS. The Chief Executive Manager is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets, including, but not limited to a contract to cut down all or a portion of the timber located on the real property; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of the management powers, the Chief Executive Manager is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts

covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 CHIEF EXECUTIVE MANAGER. The Chief Executive Manager shall have primary responsibility for managing the operations of the Company.

4.5 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.6 COMPANY INFORMATION. Upon request, the Managers shall supply to any Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.8 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action instituted by the Chief Executive Manager in the name of the Company) by reason of the fact that he or she is or was a Member of the Company, Manager, or Assistant Manager of the Company, and is or was serving at the request of the Company, for expenses (including reasonable attorney's fees and costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful. The Managers shall be entitled to the most indemnification allowed by Texas law.

4.9 RECORDS. The Managers shall cause the Company to keep at its mailing address the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the Company for the three most recent years.

4.10 MEMBERSHIP SELECTION COMMITTEE. The Membership Selection Committee will consist of a minimum of four (4) members. The committee will validate all new Robertson heirs requesting inclusion into the Company. The family tree will be used as a base of validation for all new members requesting inclusion into the Company. Letha Barrett will be the chairperson of this committee and

facilitate the activities of the committee on behalf of the Company. Three (3) additional at-large Members will be selected to serve on this committee from the tier 1 Members.

ARTICLE 5

Compensation

5.1 MANAGEMENT FEE. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

No management fees will be paid at this time. Once the company becomes solvent as determined by the books and deemed by the Chief Executive Manager, appropriate management fees will be determined and set.

5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE 6

Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate, books of account of the Company's affairs at the Company's mailing address. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account;
- and decreased by:
- (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.

6.3 REPORTS. The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 7

Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement or fair market value. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the Texas Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
The Jesse Robertson Resource Coalition, L.L.C.**

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were appointed to operate the Company pursuant to the Agreement:

Chief Executive and Operations Manager

Melvin Robertson, Jr

* Address in original document

Manager and Operations Support

McKinley Walker

* Address in original document

Manager and Operations Support

Glen Robertson

* Address in original document

Secretary and Treasurer

Letha Barrett

* Address in original document

The above listed Manager(s) will serve in their capacities until they are removed for any reason pursuant to ARTICLE 4.1 or upon their voluntary resignation.

Signed and Agreed this 27th day of April, 2005.

* Contained in original document

Member Signature - Melvin Robertson, Jr

* Contained in original document

Member Signature - McKinley Walker

* Contained in original document

Member Signature - Glen Robertson

* Contained in original document

Member Signature - Letha Barrett

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
The Jesse Robertson Resource Coalition, L.L.C.**

LISTING OF MEMBERS

As of the 27th day of April, 2005, the following is a list of Members of the Company:

NAME:**ADDRESS:**

Letha Barrett	* Contained in original document
Alma Bryant	* Contained in original document
L.J. Castle	* Contained in original document
Orean Elder	* Contained in original document
Cynthia English	* Contained in original document
David English	* Contained in original document
Jacquelin Johnson	* Contained in original document
Ruby Lamb	* Contained in original document
Evelyn Lawrence	* Contained in original document
Lola McClung	* Contained in original document
Garland Newsome	* Contained in original document
John Ed Newsome	* Contained in original document
Betty Robertson	* Contained in original document
Glen Robertson	* Contained in original document
Larry Robertson	* Contained in original document
Jessie Robertson	* Contained in original document
Melvin Robertson, Jr	* Contained in original document
Dennis Walker	* Contained in original document
McKinley Walker	* Contained in original document
Mattie Yarbrough-English	* Contained in original document

Authorized by Member(s) to provide Member Listing as of this 27th day of April, 2005

* Contained in original document

Member Signature - Letha Barrett

* Contained in original document

Member Signature - Alma Bryant

*** Contained in original document**

Member Signature - L.J. Castle

*** Contained in original document**

Member Signature - Olean Elder

*** Contained in original document**

Member Signature - Cynthia English

*** Contained in original document**

Member Signature - David English

*** Contained in original document**

Member Signature - Jacquelin Johnson

*** Contained in original document**

Member Signature - Ruby Lamb

*** Contained in original document**

Member Signature - Evelyn Lawrence

*** Contained in original document**

Member Signature - Lola McClung

*** Contained in original document**

Member Signature - Garland Newsome

*** Contained in original document**

Member Signature - John Ed Newsome

*** Contained in original document**

Member Signature - Betty Robertson

*** Contained in original document**

Member Signature - Glen Robertson

*** Contained in original document**

Member Signature - Larry Robertson

*** Contained in original document**

Member Signature - Jessie Robertson

* Contained in original document

Member Signature - Melvin Robertson, Jr

* Contained in original document

Member Signature - Dennis Walker

* Contained in original document

Member Signature - McKinley Walker

* Contained in original document

Member Signature - Mattie Yarbrough-English

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
The Jesse Robertson Resource Coalition, L.L.C.**

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is \$ 20,500. The description and each individual portion of this initial contribution and ownership share are as follows:

<u>Members:</u>	<u>Contribution:</u>	<u>Ownership Share</u>
ANONYMOUS CONTRIBUTOR	\$1,000	4.9 %
BARRETT, LETHA	\$3,000	14.6 %
BRYANT, ALMA	\$1,000	4.9 %
CASTLE, L.J.	\$ 500	2.4 %
ELDER, OREAN	\$ 900	4.4 %
ENGLISH, CYNTHIA	\$ 250	1.2 %
ENGLISH, DAVID	\$ 250	1.2 %
JOHNSON, JACQULIN	\$ 250	1.2 %
LAMB, RUBY	\$ 500	2.4 %
LAWRANCE, EVELYN	\$ 500	2.4 %
MCCLUNG, LOLA	\$ 500	2.4 %
NEWSOME, GARLAND	\$1,000	4.9 %
NEWSOME, JOHN (ED)	\$1,000	4.9 %
ROBERTSON, BETTY	\$1,100	5.4 %
ROBERTSON, GLEN	\$ 500	2.4 %
ROBERTSON, LARRY	\$2,000	9.8 %
ROBERTSON, JESSIE	\$ 500	2.4 %
ROBERTSON, MELVIN JR	\$3,000	14.6 %
WALKER, DENNIS	\$ 500	2.4 %
WALKER, MCKINLEY	\$2,000	9.8 %
YARBROUGH-ENGLISH, MATTIE	\$ 250	1.2 %

	\$ 20,500	

SIGNED AND AGREED this 27th day of April, 2005.

*** Contained in original document**

Member Signature - Letha Barrett

*** Contained in original document**

Member Signature - Alma Bryant

*** Contained in original document**

Member Signature - L.J. Castle

*** Contained in original document**

Member Signature - Olean Elder

*** Contained in original document**

Member Signature - Cynthia English

*** Contained in original document**

Member Signature - David English

*** Contained in original document**

Member Signature - Jacquelin Johnson

*** Contained in original document**

Member Signature - Ruby Lamb

*** Contained in original document**

Member Signature - Evelyn Lawrence

*** Contained in original document**

Member Signature - Lola McClung

*** Contained in original document**

Member Signature - Garland Newsome

*** Contained in original document**

Member Signature - John Ed Newsome

*** Contained in original document**

Member Signature - Betty Robertson

*** Contained in original document**

Member Signature - Glen Robertson

*** Contained in original document**

Member Signature - Larry Robertson

*** Contained in original document**

Member Signature - Jessie Robertson

*** Contained in original document**

Member Signature - Melvin Robertson, Jr

*** Contained in original document**

Member Signature - Dennis Walker

*** Contained in original document**

Member Signature - McKinley Walker

*** Contained in original document**

Member Signature - Mattie Yarbrough-English