

12/08/2004 05:00
100.00 CT: 104208 BH: 780443
100.00 = 100.00 QUALIF LLP # 2
100.00 = 20.00 EXPEDITE C # 3
2/11

CERTIFICATE OF LIMITED LIABILITY PARTNERSHIP
OF
SOFTWOOD INDUSTRIES, LLP

The undersigned, for the purpose of forming a limited liability partnership under the Idaho Limited Partnership Act (the "Act"), hereby makes, acknowledges, and files the following Certificate of Limited Liability Partnership:

Article I
NAME

The name of the limited liability partnership shall be Softwood Industries, LLP ("the "Partnership").

Article II
REGISTERED OFFICE AND AGENT

The name and address of the agent for service of process of the Partnership in the State of Idaho is Corporation Service Company, 1401 Shoreline Drive, Suite 2, Boise, Ada County, Idaho 83702.

Article III
DURATION

The Partnership shall come into existence on the date that this Certificate is filed by the Idaho Secretary of State, and the effective date of this filing is the date of such filing. The Partnership's existence shall be perpetual.

Article IV
PURPOSES AND POWERS

The general purpose for which the Partnership is organized is to transact any lawful business for which a limited liability partnership may be organized under the laws of the State of Idaho and the Partnership shall have all powers granted to a limited liability partnership under the laws of the State of Idaho.

Article V
ADMISSION OF NEW MEMBERS

No additional partners shall be admitted to the Partnership, and no partner may transfer his, her or its interest in the Partnership except, in either case, as set forth in the Limited Liability Partnership Agreement of the Partnership, and if there is no Limited Liability Partnership Agreement in effect, only by unanimous consent of all partners. No transferee of any interest in the Partnership shall have any right to participate in the management of the business and affairs of the Partnership or become a partner of the Partnership unless admitted as a partner upon such terms and conditions as set forth in

the Limited Liability Partnership Agreement, and if no Limited Liability Partnership Agreement is in effect, only upon the unanimous consent of all partners of the Partnership.

**Article VI
TERMINATION OF EXISTENCE / DISSOLUTION**

The Partnership shall be dissolved only upon the events expressly set forth in the Limited Liability Partnership Agreement of the Partnership.

**Article VII
MANAGEMENT**

The Partnership shall be managed under the terms and conditions set forth in the Limited Liability Partnership Agreement of the Partnership, and if no Limited Liability Partnership Agreement is in effect, then the Partnership shall be managed only upon the unanimous consent of all partners.

**Article VIII
TAXATION**

The Partnership shall be taxed as a partnership for federal, state, and local tax purposes.

**Article IX
LIMITED PARTNERS**

The Partnership elects to be a limited liability partnership under Idaho law.

There are no general partners of the Partnership.

Two of the limited partners of the Partnership are as follows:

Parker Allen Pennington Irrevocable Trust
777 Taylor Street, Suite 890
Fort Worth, Texas 76102

Clara Diane Pennington Irrevocable Trust
777 Taylor Street, Suite 890
Fort Worth, Texas 76102

IN WITNESS WHEREOF, the undersigned has made and subscribed this Certificate of Limited Liability Partnership in Fort Worth, Texas, for the above-stated uses and purposes this 7th day of December, 2004.

I certify that I am authorized to execute this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth under Idaho law as if I had signed this certificate under oath.

Clara Diane Pennington Irrevocable Trust

Hugh A. Pennington, Trustee

By: Hugh A. Pennington, Trustee

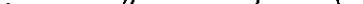
Parker Allen Pennington Irrevocable Trust

Hugh A. Pennington, Trustee

By: Hugh A. Pennington, Trustee

STATE OF TEXAS
COUNTY OF TARRANT

Before me personally appeared Hugh A. Pennington, Trustee of the Clara Diane Pennington Irrevocable Trust and the Trustee of the Parker Allen Pennington Irrevocable Trust, well known to me to be the organizers of the above limited liability Partnership and who subscribed the above Certificate of Limited Liability Partnership. They freely and voluntarily acknowledged before me, according to law, that they made and executed this Certificate of Limited Liability Partnership for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of December, 2004. 

Notary Public, State of Texas

My commission expires:

2-27-06

