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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Handwritten signature]

CT CORPORATION

February 13, 2004

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 6038053 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Allegheny Millwork PBT (PA)
Qualification
Florida

Actually a "Declaration of Trust"

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

ALLEGHENY MILLWORK PBT,
A Pennsylvania Business Trust

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Allegheny Millwork PBT, a Pennsylvania Business Trust hereby affirms in order to file or qualify Allegheny Millwork PBT, in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 1300 Brighton Road, Pittsburgh, PA 15233.
3. The registered agent and street address in the State of Florida is: CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

Connie Bryan

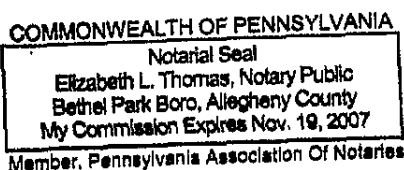
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

D. Thomas Mistick
D. Thomas Mistick
Chairman of the Board of Trustees

Sworn to and subscribed before me, a
Notary Public, this 11th day of February, 2004.

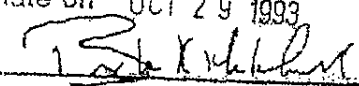
Elizabeth L. Thomas
Notary Public



ern4594/mistick/alleggh./trust.ag.1
Wed Oct 27 11:09:22 1993

9371-149

Filed in the Department of
State on OCT 29 1993


Secretary of the Commonwealth

200348

TRUST AGREEMENT

OF

ALLEGHENY MILLWORK PBT

(a Pennsylvania business trust)

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PA DEPT. OF STATE

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Schedule I Ownership Interests of Initial Beneficiaries

Exhibit A Notice of Transfer of Beneficial Interest

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TRUST AGREEMENT
OF
ALLEGHENY MILLWORK PBT

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS TRUST AGREEMENT is made as of this 28th day of October, 1993, by and among D. Thomas Mistick and M. Mistick, as Settlers and as Trustees.

RECITALS

WHEREAS, the Settlers desire to form a business trust known as Allegheny Millwork PBT for such lawful business purposes as the Trustees may determine; and

WHEREAS, the Settlers desire that such business trust be a business trust as contemplated by Chapter 95 of the Pennsylvania Associations Code, 15 Pa. C.S.A. §§ 9501-9507, as amended (the "PA Code"); and

WHEREAS, the beneficial interest in the assets of such trust initially shall be held by the persons named on Schedule I hereto, as Beneficiaries.

NOW THEREFORE, the undersigned Trustees of Allegheny Millwork PBT hereby declare that all property, real, personal or mixed, tangible or intangible or of any other description now held or hereafter acquired by or transferred to them in their capacity as Trustees hereunder, together with the income and profits therefrom and the proceeds thereof, shall be held by them in trust and shall be received, managed and disposed of for the benefit of the Beneficiaries (as hereinafter defined) hereunder and in the manner and subject to the terms and conditions herein provided; and

The Trustees hereby further declare that they will hold the Trust Estate (as hereinafter defined), in trust, to manage, improve, hold and dispose of the same for the benefit of the Beneficiaries and in the manner and subject to the provisions hereof, and that all activities of the Trust shall be conducted in accordance with the provisions hereof, to wit:

ARTICLE I

THE TRUST; DEFINITIONS

1.1 Name. The Trust created by this Agreement shall be known by the name "Allegheny Millwork PBT." So far as may be practicable, legal and convenient, the affairs of the Trust shall

be conducted and transacted under that name, which name shall not refer to the Trustees individually or personally or to the Beneficiaries of the Trust, or to any officers, employees or agents of the Trust.

1.2 Ownership of Trust Assets. Legal title to the Trust Estate subject from time to time to this Agreement shall be transferred to, vested in and held by the Trustees as Trustees of this Trust; provided that the Trustees shall have the power to cause legal title to any property of the Trust to be held by and/or in the name of one or more of the Trustees, or any other Person as nominee, on such terms, in such manner and with such powers as the Trustees may determine; and further provided that the Trustees shall have the power to cause any property of the Trust to be held in the custody of any bank and that such bank may hold the property of the Trust in the name of any nominee, partnership or nontaxable corporation.

1.3 Registered Office; Places of Business. The Trust shall maintain a registered office in the Commonwealth of Pennsylvania which, initially, shall be 1300 Brighton Road, Pittsburgh, Pennsylvania 15233, and shall continue to maintain such registered office at such location unless and until changed by the Trustees pursuant to an amendment to this Agreement as contemplated by the PA Code. The Trust may have such other offices or places of business within or without the Commonwealth of Pennsylvania as the Trustees may from time to time determine.

1.4 Nature of Trust. The Trust is a business trust of the type referred to in Section 9501(a) of the PA Code. Pursuant to Section 9501(c) of the PA Code, the Trust shall be subject to the PA Code, but shall not be deemed to be organized or created by or under the PA Code or any other statute or to have the benefit of any state franchise for the purpose of existing law relating to taxation. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation or joint stock company or association, nor shall the Trustees or the Beneficiaries or any of them for any purpose be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers or as agents of one another. The relationship of the Beneficiaries to the Trustees shall be solely that of the beneficiaries of the Trust and their rights shall be limited to those conferred upon them by this Agreement.

1.5 Purpose of the Trust. The purpose of the Trust is to engage in such lawful acts or activities for which business trusts may be organized under the laws of the Commonwealth of Pennsylvania as the Trustees may determine from time to time, and in general to carry on any other acts in connection with or arising out of the foregoing and to have and exercise all powers that are available to business trusts formed under the laws of the

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Commonwealth of Pennsylvania and to do any or all of the things herein set forth to the same extent as natural persons might or could do.

1.6 Definitions. Unless the context otherwise requires, whenever used in this Agreement the terms defined in this Section 1.6 shall have the respective meanings hereinafter specified.

1.6.1 Agreement. "Agreement" shall mean this Trust Agreement of Allegheny Millwork PBT and all amendments or modifications hereof.

1.6.2 Annual Meeting of the Beneficiaries. "Annual Meeting of the Beneficiaries" shall mean the meeting referred to in the first sentence of Section 5.6.

1.6.3 Beneficial Interest. "Beneficial Interest" shall mean the beneficial interest of the Beneficiaries in the Trust as described in Section 5.1.

1.6.4 Beneficiaries. "Beneficiaries" initially shall mean the persons identified on Schedule I hereto, and any successors or assigns thereof, and any transferees of all or any portion of the Beneficial Interest pursuant to Section 5.4. The initial Beneficiaries shall own the number of units of Beneficial Interest as set forth on Schedule I hereto.

1.6.5 By-Laws. "By-Laws" shall mean the By-Laws referred to in Section 4.3, if adopted.

1.6.6 Notice of Transfer. "Notice of Transfer" shall mean the Notice of Transfer referred to in Section 5.4 and in substantially the form of Exhibit A hereto.

1.6.7 PA Code. "PA Code" shall have the meaning assigned to that term in the Recitals hereof, as the same may be amended from time to time, and any successor thereto.

1.6.8 Person. "Person" shall include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, consortia, companies, trusts, banks, trust companies, land trusts, common law trusts, business trusts or other entities and governments and agencies and political subdivisions thereof.

1.6.9 Securities. "Securities" shall mean any stock, shares, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness or ownership or in general any instruments commonly known as securities or any certificates of interest, shares or participations in,

temporary or interim certificates for, receipts for, guarantees of, or warrants, options or rights to subscribe, to purchase or acquire any of the foregoing.

1.6.10 Trust. "Trust" shall mean the trust created by this Agreement.

1.6.11 Trustees. "Trustees" shall mean, as of any particular time, the Trustees holding office under this Agreement at such time, whether they be the Trustees named herein or additional or successor Trustees, and shall not include, as such, the officers, representatives or agents of the Trust or the Beneficiaries; provided that nothing herein shall be deemed to preclude the Trustees from also serving as officers, representatives or agents of the Trust and nothing contained herein shall preclude any Beneficiary from also serving as a Trustee.

1.6.12 Trust Estate. "Trust Estate" shall mean as of any particular time any and all property, real, personal or otherwise, tangible or intangible, transferred, conveyed or paid to the Trust or to the Trustees as Trustees, and all rents, income, profits and gains therefrom, together with the proceeds from the sale or other disposition thereof, which at such time is owned or held by the Trust or the Trustees.

ARTICLE II

TRUSTEES

2.1 Number, Term of Office, Qualifications of Trustees. There shall be no fewer than two nor more than fifteen Trustees. The initial Trustees shall be the signatories hereto. The Trustees may from time to time fix the number of Trustees within the range established in this Agreement and may change the range in the authorized number, provided that the lower end of the authorized range shall not be fewer than two. Subject to the provisions of Section 2.3, each Trustee shall hold office for a term of one year or until the appointment and qualification of his successor. At each Annual Meeting of the Beneficiaries, the Beneficiaries shall elect the Trustees in accordance with the terms of this Agreement and the By-Laws (if adopted). Trustees may be reelected without limit as to the number of times. A Trustee shall be an individual at least 21 years of age who is not under legal disability. Unless otherwise required by law or by action of the Trustees, no Trustee shall be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustees in their capacity as Trustees shall not be required to devote their entire time to the business and affairs of the Trust.

2.2 Compensation and Other Remuneration. The Trustees shall be entitled to receive such reasonable compensation for their services as Trustees as they may determine from time to time. The Trustees shall also be entitled to receive, directly or indirectly, remuneration for services rendered to the Trust in any other capacity, including, without limitation, services as an officer of or consultant to the Trust, legal, accounting or other professional services, or otherwise. The Trustees shall be reimbursed for their reasonable expenses incurred in connection with their services as Trustees.

2.3 Resignation, Removal and Death of Trustees. A Trustee may resign at any time by giving written notice to the remaining Trustees at the registered office of the Trust. Such resignation shall take effect on the date such notice is given or at any later time specified in the notice without need for prior accounting. A Trustee may be removed at any time (i) with or without cause by the Beneficiaries and (ii) with cause by all remaining Trustees. For purposes of the immediately preceding sentence, "cause" shall include physical and/or mental inability, due to a condition or illness which is expected to be of permanent or indefinite duration, to perform the duties of a Trustee. Upon the resignation or removal of any Trustee, or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees shall require for the conveyance of any Trust property held in his name, shall account to the remaining Trustees as they require for all property which he holds as Trustee and shall thereupon be discharged as Trustee. Upon the incapacity or death of any Trustee, such person shall cease to be a Trustee and the vacancy caused by such death or incapacity shall be filled in accordance with Section 2.4.

2.4 Vacancies. If any or all of the Trustees cease to be Trustees hereunder, whether by reason of resignations, removal, incapacity, death or otherwise, such event shall not terminate the Trust or affect its continuity. Until vacancies are filled, the remaining Trustee or Trustees (even though fewer than two) may exercise the powers of the Trustees hereunder. Any vacancy among the Trustees, whether arising from removal of a Trustee or from any other cause, may be filled by the affirmative vote of the remaining Trustees, though less than a quorum, or by the Beneficiaries. If at any time there shall be no Trustees in office, successor Trustees shall be appointed by the Beneficiaries as provided in Section 5.6.

2.5 Successor and Additional Trustees. The right, title and interest of the Trustees in and to the Trust Estate shall also vest in successor and additional Trustees upon their qualification, and they thereupon shall have all the rights and obligations of Trustees hereunder. Such right, title and interest shall vest in the Trustees whether or not conveyancing documents have been executed and delivered pursuant to Section 2.3 or otherwise. Appropriate written evidence of the appointment and

qualification of successor and additional Trustees shall be filed with the records of the Trust and in such other offices or places as the Trustees may deem necessary, appropriate or desirable. Upon the resignation, removal or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the Trust property, and the right, title and interest of such Trustee in and to the Trust Estate shall vest automatically in the remaining Trustees without any further act.

2.6 Actions by Trustees and Consents. The Trustees may act with or without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Unless specifically provided otherwise in this Agreement, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present at such meeting if a quorum is present, or without a meeting by written consent of all the Trustees. Any agreement, deed, mortgage, lease or other instrument or writing executed by any one or more of the Trustees or by any one or more authorized Persons shall be valid and binding upon the Trustees and upon the Trust when authorized by action of the Trustees or as provided in the By-Laws, if the same are adopted. Trustees and members of any committee of the Trustees may conduct meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

2.7 Meetings of Trustees; Notices and Waiver of Notice. An annual meeting of the Trustees shall be held immediately after the Annual Meeting of the Beneficiaries. Regular meetings, if any, shall be held at such other times as shall be fixed by the Trustees. No notice shall be required of an annual or a regular meeting of Trustees. Special meetings of the Trustees shall be called by the Chairman or the President upon the request of any two Trustees and may be called by the Chairman or President on his own motion, on such notice as the Trustees or person calling such meeting shall determine. Such notice, which need not state the purpose of the meeting, shall be by oral, telegraphic, telephonic or written communication stating the time and place therefor. Notice of any special meeting need not be given to any Trustee entitled thereto who submits a written and signed waiver of notice, either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. Regular or special meetings of the Trustees may be held within or without the Commonwealth of Pennsylvania, at such places as shall be designated by the Trustees. The Trustees may adopt such rules and regulations for their conduct and the management of the affairs of the Trust as they may deem proper and as are not inconsistent with this Agreement or the By-Laws, if the same are adopted.

2.8 Committees. The Trustees may appoint from among their number an executive committee and such other standing committees, including without limitation audit, nominating and compensation committees, or special committees as the Trustees determine. Each committee shall consist of one or more members. Each committee shall have such powers, duties and obligations as the Trustees may deem necessary and appropriate. Without limiting the generality of the foregoing, the executive committee shall have the power to conduct the business and affairs of the Trust during periods between meetings of the Trustees. The executive committee and other committees shall report their activities periodically to the Trustees.

ARTICLE III

TRUSTEES' POWERS

3.1 Power and Authority of Trustees. The Trustees, subject only to the specific limitations contained in this Agreement, shall have, without further or other authorization, and free from any power of control on the part of the Beneficiary, full, absolute and exclusive power, control and authority over the Trust Estate and over the business and affairs of the Trust to the same extent as if the Trustees were the sole owners thereof in their own right, and to do all such acts and things as in their sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of the Trust or conducting the business of the Trust. Any determination made in good faith by the Trustees of the purposes of the Trust or the existence of any power or authority hereunder shall be conclusive. In construing the provisions of this Agreement, presumption shall be in favor of the grant of powers and authority to the Trustees. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein upon the Trustees.

3.2 Specific Powers and Authorities. Subject only to the express limitations contained in this Agreement and in addition to any powers and authorities conferred by this Agreement or which the Trustees may have by virtue of any present or future statute or law, and without any action or consent by the Beneficiaries (except as expressly required by this Agreement), the Trustees shall have and may exercise, at any time and from time to time, the following powers and authorities which may or may not be exercised by them in their sole judgment and discretion, and in such manner, and upon such terms and conditions as they may, from time to time, deem proper:

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3.2.1 To receive title to, hold, buy, sell, exchange, transfer and convey real and personal property for the use of the Trust.

3.2.2 To take, receive, invest or disburse the receipts, earnings, rents, profits or returns of the Trust.

3.2.3 To carry on and conduct any business designated in this Agreement (including without limitation any business associated with the purpose of the Trust as set forth in or established by the Trustees pursuant to Section 1.5), and generally to do any lawful act in relation to the Trust Estate that any individual owning the same absolutely might do.

3.2.4 To cause the Trust to merge with another business trust, association, corporation, partnership or other Person, to divide or to engage in any fundamental or other transaction (including without limitation dissolution) contemplated by this Agreement.

Without limiting the generality of the foregoing (and subject to the qualifications set forth above), the specific powers of the Trustees shall include the following:

3.2.5 For such consideration as the Trustees deem proper, to purchase or otherwise acquire for cash or other property and hold for investment or otherwise real or personal property of any kind, tangible or intangible, in entirety or in participation, all without regard to whether any such property is authorized by law for the investment of trust funds, and to possess and exercise all the rights, powers and privileges appertaining to the ownership of the Trust Estate with respect thereto.

3.2.6 To sell, rent, lease, hire, exchange, release, partition, assign, mortgage, pledge, hypothecate, grant security interests in, encumber, negotiate, convey, transfer or otherwise dispose of or grant interests in all or any portion of the Trust Estate by deeds, financing statements, security agreements and other instruments, trust deeds, assignments, bills of sale, transfers, leases or mortgages, for any of such purposes.

3.2.7 To enter into leases, contracts, obligations and other agreements for a term extending beyond the term of office of the Trustees.

3.2.8 To borrow money and give negotiable or nonnegotiable instruments therefor; to guarantee, indemnify or act as surety with respect to payment or performance of obligations of third parties; to enter into other obligations on behalf of the Trust; and to assign, convey, transfer,

mortgage, subordinate, pledge, grant security interests in, encumber or hypothecate the Trust Estate to secure any of the foregoing.

3.2.9 To lend money, whether secured or unsecured, to any Person.

3.2.10 To create reserve funds for any purpose.

3.2.11 To incur and pay out of the Trust Estate any charges or expenses, and disburse any funds of the Trust, which charges, expenses or disbursements are, in the opinion of the Trustees, necessary or incidental to or desirable for the carrying out of any of the purposes of the Trust or conducting the business of the Trust, including without limitation tax and other governmental levies, charges and assessments, of whatever kind or nature, imposed upon or against the Trustees in connection with the Trust or the Trust Estate or upon or against the Trust Estate or any part thereof.

3.2.12 To deposit funds of the Trust in or with banks, trust companies, savings and loan associations, money market organizations and other depositories or issuers of depository-type accounts, whether or not such deposits will draw interest or be insured, the same to be subject to withdrawal or redemption on such terms and in such manner and by such Person or Persons (including any one or more Trustees, officers, agents or representatives of the Trust) as the Trustees may determine.

3.2.13 To possess and exercise all the rights, powers and privileges appertaining to the ownership of all or any mortgages or Securities issued or created by, or interests in, any Person, forming part of the Trust Estate, to the same extent that an individual might and, without limiting the generality of the foregoing, to vote or give consent, request or notice, or waive any notice, either in person or by proxy or power of attorney, with or without power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or action generally or for any particular meeting or action, and may include the exercise of discretionary powers.

3.2.14 To cause to be organized or assist in organizing any Person under the laws of any jurisdiction to acquire the Trust Estate or any part or parts thereof or to carry on any business in which the Trust shall directly or indirectly have any interest, and to sell, rent, lease, hire, convey, negotiate, assign, exchange or transfer the Trust Estate or any part or parts thereof to or with any such Person in exchange for the Securities thereof or otherwise, and to lend money to, subscribe for the Securities of, and enter into any

contracts with, any such Person in which the Trust holds or is about to acquire Securities or any other interest.

3.2.15 To enter into joint ventures, general or limited partnerships and any other lawful combinations or associations.

3.2.16 To elect or appoint officers of the Trust (which shall include a Chairman, who will be a Trustee, and a President, a Treasurer and a Secretary, and which may include one or more Vice Presidents and other officers as the Trustees may determine, and none of whom needs be a Trustee), who may be removed or discharged at the discretion of the Trustees, such officers to have such powers and duties, and to serve such terms, as may be prescribed by the Trustees or in the By-Laws of the Trust, if adopted, or as may pertain to such offices; to engage or employ any persons as agents, representatives, employees or independent contractors in one or more capacities, in connection with the management of the Trust's affairs or otherwise, and to pay compensation from the Trust for services in as many capacities as such Person may be so engaged or employed and notwithstanding that any such Person is, or is an affiliate of, a Trustee or officer of the Trust; and, except as prohibited by law, to delegate any of the powers and duties of the Trustees to any one or more Trustees, agents, representatives, officers, employees, independent contractors or other Persons.

3.2.17 To collect, sue for and receive all sums of money coming due to the Trust, and to engage in, intervene in, prosecute, join, defend, compound, compromise, abandon or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, controversies, demands or other litigation relating to the Trust, the Trust Estate or the Trust's affairs, to enter into agreements therefor, whether or not any suit is commenced or claim accrued or asserted and, in advance of any controversy, to enter into agreements regarding arbitration, adjudication or settlement thereof.

3.2.18 To renew, modify, release, compromise, extend, consolidate, or cancel, in whole or in part, any obligation to or of the Trust.

3.2.19 To purchase and pay for out of the Trust Estate insurance contracts and policies insuring the Trust Estate against any and all risks and insuring the Trust, the Trustees, the Beneficiaries, the officers of the Trust or any or all of them, against any and all claims and liabilities of every nature asserted by any person arising by reason of any action alleged to have been taken or omitted by the Trust or by the Trustees, the Beneficiaries or such officers.

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3.2.20 To cause legal title to any of the Trust Estate to be held by or in the name of the Trustees or, except as prohibited by law, by or in the name of the Trust or one or more of the Trustees or any other Person as the Trustees may determine, on such terms and in such manner and with such powers (not inconsistent with Section 1.2) as the Trustees may determine, and with or without disclosure that the Trust or Trustees are interested therein.

3.2.21 To adopt a fiscal year and accounting method for the Trust, and from time to time to change such fiscal year and accounting method, and to engage a firm of independent public accountants to audit the financial records of the Trust.

3.2.22 To adopt and use a seal (but the use of a seal shall not be required for the execution of instruments or obligations of the Trust).

3.2.23 To declare and pay distributions as provided in Section 5.5.

3.2.24 To file any and all documents and take any and all such other action as the Trustees in their sole judgment may deem necessary in order that the Trust may lawfully conduct its business in any jurisdiction.

3.2.25 To participate in any reorganization, readjustment, consolidation, merger, dissolution, sale or purchase of assets, lease or similar proceedings of any corporation, partnership or other Person and in connection therewith to delegate discretionary powers to any reorganization, protective or similar committee and to pay assessments and other expenses in connection therewith.

3.2.26 To cause to be organized or assist in organizing any Person, which may or may not be a subsidiary or affiliate of the Trust, under the laws of any jurisdiction to acquire the Trust Estate or any part or parts thereof or to carry on any business in which the Trust shall directly or indirectly have any interest; and, also, subject to the provisions of this Agreement, to cause the Trust to merge with such Person or any existing Person or to sell, rent, lease, hire, convey, negotiate, assign, exchange or transfer the Trust Estate or any part or parts thereof to or with any such Person or any existing Person in exchange for the Securities thereof or otherwise, and to lend money to, subscribe for the Securities of, and enter into any contracts with, any such Person in which the Trust holds or is about to acquire Securities or any other interest.

3.2.27 To determine whether or not, at any time or from time to time, to attempt to cause the Trust to maintain its

status or to cease to maintain its status as a business trust, and to take all action deemed by the Trustees appropriate in connection with maintaining or ceasing to maintain such status.

3.2.28 To make any indemnification payment authorized by this Agreement and the By-Laws, if the same are adopted.

3.2.29 To do all other such acts and things as are incident to the foregoing, and to exercise all powers which are necessary or useful to carry on the business of the Trust, to promote any of the purposes for which the Trust is formed and to carry out the provisions of this Agreement.

3.3 By-Laws. The Trustees may, but are not required to, make, adopt, amend or repeal By-Laws containing provisions relating to the business of the Trust, the conduct of its affairs, its rights or powers and the rights or powers of the Beneficiaries, the Trustees or officers not inconsistent with law or with this Agreement. Such By-Laws may provide for the appointment by the Chairman and President of assistant officers or of agents of the Trust in addition to those provided for in the foregoing Section 3.2.16, subject however to the right of the Trustees to remove or discharge such officers or agents.

3.4 Trustees Acting Only In Fiduciary Capacity. Each and every power, authority and discretion given to or vested in the Trustees by or pursuant to the provisions of this Agreement or by law shall be exercised by the Trustees only in a fiduciary capacity.

ARTICLE IV

OFFICERS, EMPLOYEES AND OTHER AGENTS

4.1 Employment of Officers, Employees, Agents, etc. The Trustees are responsible for the general policies of the Trust and for such general supervision of the business of the Trust conducted by all officers, agents, employees, advisers, managers or independent contractors of the Trust as may be necessary to insure that such business conforms to the provisions of this Agreement. However, the Trustees are not, and shall not be, required personally to conduct the business of the Trust and, consistent with their ultimate responsibility as stated above and with the powers described in Section 3.2.16, the Trustees shall have the power to appoint, employ or contract with any Person (including one or more of themselves or any corporation, partnership or trust in which one of more of them may be directors, officers, stockholders, partners or trustees) as the Trustees may deem necessary or proper for the transaction of the business of the Trust, and for such purpose may grant or delegate

such authority to any such Person as the Trustees may in their sole discretion deem necessary or desirable without regard to whether such authority is normally granted or delegated by trustees.

4.2 Compensation and Powers. The Trustees shall have the power to determine the terms and compensation of any Person whom they may employ or with whom they may contract. The Trustees may exercise broad discretion in allowing officers, employees or other agents to administer and regulate the operations of the Trust, to act as agent for the Trust, to execute documents on behalf of the Trustees and to make executive decisions which conform to general policies and principles previously established by the Trustees and not inconsistent with this Agreement.

ARTICLE V

BENEFICIARIES AND BENEFICIAL INTERESTS IN TRUST

5.1 Beneficial Interests in Trust. All beneficial interests in the Trust shall be vested in the Beneficiaries and shall be referred to herein as the Beneficial Interests of the Beneficiaries. The Beneficial Interests shall not be represented by shares or other certificates.

5.2 Legal Ownership of Trust Estate. The legal ownership of the Trust Estate and the right to conduct the business of the Trust are vested exclusively in the Trustees. The Beneficiaries shall have no interest therein other than the Beneficial Interest in the Trust conferred on them by this Agreement and the Beneficiaries shall have no right to compel any partition, division, dividend or distribution of the Trust or any of the Trust Estate, nor may they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of their Beneficial Interest.

5.3 Beneficial Interests Deemed Personal Property. The Beneficial Interest of the Beneficiaries shall be personal property and shall confer upon the Beneficiaries only the interest and rights specifically set forth in this Agreement. The death, dissolution, liquidation, insolvency or incapacity of any Beneficiary shall not dissolve or terminate the Trust or affect its continuity nor give the legal representative of such Beneficiary any rights whatsoever, whether against or in respect of the Trustees or the Trust Estate or otherwise.

5.4 Transfer of Beneficial Interests by Beneficiaries. The Beneficiaries may at any time transfer all or from time to time transfer a portion of their respective Beneficial Interests in the Trust to any Person. Any such transfer shall be effective upon receipt by the Trustees of a Notice of Transfer, which Notice

shall (a) specify (i) the name and address of the transferee and (ii) the number of units of the Beneficial Interests in the Trust being transferred to such transferee and (b) be signed by the transferor Beneficiary and the transferee. The Trustees shall maintain or cause to be maintained in the records of the Trust all Notices of Transfer, which Notices shall be conclusive evidence of the transfer of all or a portion, as the case may be, of the Beneficial Interests so conveyed. By signing the Notice of Transfer, the transferee of the transferred Beneficial Interests shall have agreed to and shall be bound by the terms and conditions of this Agreement, as provided in Section 8.4.

5.5 Distributions to the Beneficiaries. The Trustees may from time to time declare and pay to the Beneficiaries, pro rata in accordance with the number of units of Beneficial Interest owned by each Beneficiary, such distributions in cash or other property, out of current or accumulated income, capital, capital gains, principal, surplus, proceeds from the increase or refinancing of Trust obligations, from the repayment of loans made by the Trust, from the sale of portions of the Trust Estate or from any other source as the Trustees in their discretion shall determine. The Beneficiaries shall have no right to any distribution unless and until declared by the Trustees. The Beneficiaries shall share equally in any distributions, whether declared or in liquidation or dissolution of the Trust, pro rata in accordance with the number of units of Beneficial Interest owned by each Beneficiary.

5.6 Meetings of the Beneficiaries. The Trustees shall cause to be called and held an Annual Meeting of the Beneficiaries at such time and such place as they may determine, at which meeting Trustees shall be elected by the Beneficiaries in accordance with this Agreement and the By-Laws (if adopted), and any other proper business may be conducted. The Annual Meeting of the Beneficiaries shall be held on such date and upon such notice as the Trustees shall determine. Special meetings of the Beneficiaries may be called by a majority of the Trustees or the Chairman or the President of the Trust, and shall be called by the Trustees or any officer of the Trust upon the written request of one or more Persons collectively holding not less than 50% of the units of the issued and outstanding Beneficial Interest in the Trust, which written request shall state the purpose(s) of the meeting so requested. The Trust shall provide the Beneficiaries due notice (either in person or by mail) of a special meeting and the purpose of such meeting, including the date, time and place of such meeting, as determined by the Trustees. If there shall be no Trustees, a special meeting of the Beneficiaries shall be held promptly for the appointment of successor Trustees. The call and notice of any special meeting shall state the purpose of the meeting.

5.7 Quorum; Actions by the Beneficiaries and Consents. At each meeting of the Beneficiaries (including the Annual Meeting

of the Beneficiaries), the presence in person or by proxy of one or more Beneficiaries collectively holding a majority in number of the issued and outstanding units of Beneficial Interest shall constitute a quorum. Whenever the Beneficiaries are required or permitted to take any action, such action may be taken, except as otherwise provided by this Agreement or required by law, by (i) the affirmative vote of one or more Beneficiaries collectively holding at least a majority of the issued and outstanding units of Beneficial Interest present at a meeting of the Beneficiaries at which a quorum is present or (ii) without a meeting by written consent setting forth the action so taken signed by each of the Beneficiaries. Notwithstanding this or any other provision of this Agreement, no vote or consent of the Beneficiaries shall be required to approve the sale, exchange or other disposition by the Trustees of one or more assets of the Trust or the pledging, hypothecating, granting security interests in, mortgaging, encumbering or leasing of all or any of the Trust Estate.

5.8 Notice to the Beneficiaries; Waiver of Notice. Any notice of meeting or other notice, communication or report to the Beneficiaries shall be deemed duly delivered to a Beneficiary when such notice, communication or report is deposited, with postage thereon prepaid, in the United States mail, addressed to such Beneficiary at his address as it appears on the records of the Trust or is delivered in person to such Beneficiary. Notice of any Annual Meeting of the Beneficiaries or any special meeting of the Beneficiaries need not be given to any Beneficiary if he submits a written and signed waiver of notice, either before or after the meeting, or if he attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Beneficiary.

5.9 Inspection by the Beneficiaries. The Beneficiaries shall have the right to inspect the records of the Trust during normal business hours upon reasonable notice and for proper purposes. The Trustees shall have the power to determine whether a request to inspect the records of the Trust is for a proper purpose. In determining whether a request to inspect the records of the Trust is for a proper purpose, the Trustees may refer to the provisions of the Pennsylvania Associations Code relating to the right of shareholders to inspect the records of a corporation, but such provisions shall not be binding upon the Trustees.

ARTICLE VI

LIABILITY OF TRUSTEES, THE BENEFICIARIES AND OFFICERS, AND OTHER MATTERS

6.1 Limitation of Liability of Trustees and Officers. No Trustee or officer of the Trust shall be liable to the Trust or to any Trustee or the Beneficiaries for any act or omission of any

other Trustee or officer of the Trust or of the Beneficiaries or any agent of the Trust or be held to any personal liability whatsoever in tort, contract or otherwise in connection with the affairs of this Trust except only that arising from his own civil or criminal self-dealing, willful misconduct or recklessness.

6.2 Limitation of Liability of the Beneficiaries, Trustees and Officers; Indemnification of Beneficiaries. The Trustees and officers in incurring any debts, liabilities or obligations, or in taking or omitting any other actions for or in connection with the Trust are, and shall be deemed to be, acting as Trustees or officers of the Trust and not in their own individual capacities. Except to the extent provided in Section 6.1, no Trustee or officer shall, nor shall the Beneficiaries, be liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to the Trust arising out of any action taken or omitted for or on behalf of the Trust and the Trust shall be solely liable therefor and resort shall be had solely to the Trust Estate for the payment or performance thereof. The Beneficiaries shall be entitled to indemnity from the Trust Estate if, contrary to the provisions hereof, the Beneficiaries shall be held to any such personal liability.

6.3 Express Exculpatory Clauses in Instruments. As far as practicable, the Trustees shall cause any written instrument creating an obligation of the Trust to include a reference to this Agreement and to provide that neither the Beneficiaries nor the Trustees or the officers of the Trust shall be liable thereunder and that the other parties to such instrument shall look solely to the Trust Estate for the payment of any claim thereunder or for the performance thereof; however, the omission of such provision from any such instrument shall not render the Beneficiary or any Trustee or officer of the Trust liable nor shall the Trustees or any officer of the Trust be liable to anyone for such omission.

6.4 Indemnification and Reimbursement of Trustees, Officers and Representatives.

6.4.1 Right to Indemnification. Each Trustee and officer of the Trust shall be entitled as of right to be indemnified by the Trust against expenses and any liabilities paid or incurred by such Person in connection with any actual or threatened claim, action, suit or proceeding, civil, criminal, administrative, investigative or other, whether brought by or in the right of the Trust or otherwise, in which he may be involved in any manner, as a party, witness or otherwise, or is threatened to be made so involved, by reason of such Person being or having been a Trustee or officer of the Trust or by reason of the fact that such Person is or was serving at the request of the Trustees as a director, officer, employee, fiduciary or other representative of another Person (such claim, action, suit or proceeding hereinafter being referred to as an "Action");

provided, that no such right of indemnification shall exist with respect to an Action (i) initiated by an indemnitee against the Trust (an "Indemnitee Action") except as provided in the last sentence of this subsection 6.4.1 or (ii) arising from the indemnitee's own civil or criminal self-dealing, willful misconduct or recklessness. Persons who are not Trustees or officers of the Trust may be similarly indemnified in respect of service to the Trust or to another Person on behalf of the Trust at the request of the Trustees to the extent the Trustees at any time denominate any of such Persons as entitled to the benefits of this Section 6.4. As used in this Section 6.4, "indemnitee" shall include each Trustee and officer of the Trust and each other Person denominated by the Trustees as entitled to the benefits of this Section 6.4, "expenses" shall mean all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee, and "liabilities" shall mean amounts of judgments, excise taxes, fines, penalties and amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to this subsection 6.4.1 for expenses incurred in connection with any Indemnitee Action only (i) if the Indemnitee Action is instituted under subsection 6.4.3 of this Section 6.5 and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) if the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed or (iii) if the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

6.4.2 Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have his expenses in defending any Action, or in initiating and pursuing any Indemnitee Action for indemnity or advancement of expenses under subsection 6.4.3, paid in advance by the Trust prior to final disposition of such Action or Indemnitee Action, provided that the Trust receives a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified for such expenses.

6.4.3 Right of Indemnitee to Initiate Action. If a written claim under subsection 6.4.1 or 6.4.2 is not paid in full by the Trust within thirty days after such claim has been received by the Trust, the indemnitee may at any time thereafter initiate an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of prosecuting such Indemnitee Action. The only defenses to an Indemnitee Action to recover on a claim for indemnification under subsection 6.4.1 shall be (i) that the claim is not subject to indemnification under Section 6.4.1 and (ii) that the indemnitee's conduct was such that under Pennsylvania law the Trust is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Trust. Neither the failure of the Trust

(including its Trustees, independent legal counsel and the Beneficiaries) to have made a determination prior to the commencement of such Indemnatee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Trust (including its Trustees, independent legal counsel or the Beneficiaries) that the indemnitee's conduct was such that indemnification is prohibited by Pennsylvania law, shall be a defense to such Indemnatee Action or create a presumption that the indemnitee's conduct was such that indemnification is prohibited by Pennsylvania law. The only defense to an Indemnatee Action to recover on a claim for advancement of expenses under subsection 6.4.2 shall be the indemnitee's failure to provide the undertaking required by subsection 6.4.2.

6.4.4 Insurance and Funding. The Trust may purchase and maintain insurance to protect itself and any Person eligible to be indemnified hereunder against any liability or expense asserted or incurred by such Person in connection with any Action, whether or not the Trust would have the power to indemnify such Person against such liability or expense by law or under the provisions of this Section 6.4. The Trust may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

6.4.5 Non-Exclusivity; Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section 6.4 shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement or the By-Laws, (if adopted), vote of the Beneficiaries or Trustees or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves the Trust at any time while this Section 6.4 is in effect (and each such indemnitee shall be deemed to be so serving in reliance on the provisions of this Section 6.4), and (iii) continue as to each indemnitee who has ceased to have the status pursuant to which he was entitled or was denominated as entitled to indemnification under this Section 6.4 and shall inure to the benefit of the heirs and legal representatives of each indemnitee. Any amendment or repeal of this Section 6.4 or adoption of any By-Law or provision of this Agreement which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section 6.4 shall operate prospectively only and shall not affect any action taken, or failure to act, by an indemnitee prior to the adoption of such amendment, repeal, By-Law or other provision.

6.4.6 Partial Indemnity. If an indemnitee is entitled under any provision of this Section 6.4 to indemnification by the Trust for some or a portion of the expenses or liabilities paid or incurred by the indemnitee in the preparation, investigation,

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defense, appeal or settlement of any Action or Indemnatee Action but not, however, for the total amount thereof, the Trust shall indemnify the indemnitee for the portion of such expenses or liabilities to which the indemnitee is entitled.

6.5 Persons Dealing With Trustees or Officers. Any act of the Trustees or officers purporting to be done in their capacity as such shall, as to any Persons dealing with such Trustees or officers, be conclusively deemed to be within the purposes of this Trust and within the powers of the Trustees and officers. No Person dealing with the Trustees or any of them, or with the authorized officers, agents or representatives of the Trust, shall be bound to see to the application of any funds or property passing into their hands or control. The receipt of the Trustees or any of them, or of authorized officers, agents, or representatives of the Trust, for moneys or other consideration, shall be binding upon the Trust.

6.6 Reliance. The Trustees and officers may consult with counsel and the advice or opinion of such counsel shall be full and complete personal protection to all of the Trustees and officers in respect of any action taken or suffered by them in good faith and in reliance on or in accordance with such advice or opinion. In discharging their duties, Trustees and officers, when acting in good faith, may rely upon financial statements of the Trust represented to them to be correct by the President or the officer of the Trust having charge of its books of account, or stated in a written report by an independent certified public accountant fairly to present the financial position of the Trust. The Trustees may rely, and shall be personally protected in acting, upon any instrument or other document believed by them to be genuine.

ARTICLE VII

DURATION, MERGER, DISSOLUTION AND AMENDMENT OF TRUST

7.1 Duration of Trust. The period of duration of the Trust shall be perpetual.

7.2 Merger, etc. The Trustees may, with the prior approval of the Beneficiaries (a) merge or consolidate the Trust with and/or into, or sell, convey and transfer the Trust Estate to, any Person in exchange for shares or Securities thereof, or beneficial interests therein, or other consideration, and (if the Trust is not the surviving entity of such merger, consolidation or other transaction) the assumption by such transferee of the liabilities of the Trust and (b) subject to Section 7.3, if the Trust is not the surviving entity of such merger, consolidation or other transaction, thereupon terminate the Trust and distribute

such shares, securities, beneficial interests or other consideration, to the Beneficiaries pursuant to a plan or other determination duly adopted by the Trustees.

7.3 Dissolution. The Trust may be dissolved by the Trustees, with the prior approval of the Beneficiaries, pursuant to a plan of dissolution or liquidation adopted by the Trustees, which plan shall provide that all debts of the Trust shall be satisfied, then the remaining property of the Trust Estate shall be distributed to the Beneficiaries in accordance with the provisions of Section 5.5 hereof; provided, that such plan may include a provision for the creation of an escrow to cover any debts or other obligations of the Trust which are not matured or are contingent or otherwise not paid or subject to payment at the time such plan becomes effective. At the time of any such dissolution or termination, the Trustees shall cause this Agreement to be amended in accordance with Section 7.4 to change the duration of the Trust, as permitted by Section 7.1.

7.4 Amendment of Trust Agreement. This Agreement may be amended by the Trustees, but only with the prior approval of the Beneficiaries; provided, however, that the Trustees may amend this Agreement without the approval of the Beneficiaries at any time to the extent deemed by the Trustees in good faith to be necessary to meet the requirements to maintain the Trust's status as a business trust under the laws of the Commonwealth of Pennsylvania, but the Trustees shall not be liable for failing so to do; and provided, further, that no amendment shall adversely affect the limitation on liability of the Beneficiaries under Article VI hereof without their approval. Actions by the Trustees pursuant to subsection 8.3.1 hereof that result in amending this Agreement also may be effected without the approval of the Beneficiaries.

ARTICLE VIII

MISCELLANEOUS

8.1 Applicable Law. This Agreement is made in the Commonwealth of Pennsylvania; the situs, domicile and residency of the Trust for all purposes is Pennsylvania; and the Trust is created under and is to be governed by and construed and administered according to the laws of said Commonwealth.

8.2 Filing of Copies; References; Headings; Counterparts, etc. The original or a copy of this Agreement and of each amendment hereto shall be kept at the registered office of the Trust where it may be inspected by the Beneficiaries. A copy of this Agreement and of each amendment hereto shall be filed by the Trust with the Secretary of the Commonwealth of Pennsylvania, as well as any other governmental office where such filing may

from time to time be required, but the failure to make any such filing shall not impair the effectiveness of the Trust or this Agreement or any such amendment. Any person dealing with the Trust may rely on a certificate by a Trustee or an officer of the Trust as to whether or not any such amendments have been made, as to the identities of the Trustees and officers and as to any matters in connection with the Trust hereunder, and, with the same effect as if it were the original, may rely on a copy certified by a Trustee or an officer of the Trust to be a copy of this Agreement or of any such amendments. In this Agreement and in any such amendment, references to this Agreement, and to "herein," "hereof" and "hereunder" shall be deemed to refer to this Agreement as a whole as the same may be amended or affected by any such amendments. References to the masculine gender shall include the feminine and neuter genders. Headings are placed herein for convenience of reference only and shall not be taken as a part hereof or control or affect the meaning, construction or effect of this Agreement. In this Agreement, words in the singular number include the plural and in the plural number include the singular. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

8.3 Provisions of the Trust in Conflict With Law or Regulations.

8.3.1 The provisions of this Agreement are severable, and if the Trustees shall determine, with or without the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") could have the effect of preventing the Trust from maintaining its status as a Pennsylvania business trust or are in conflict with other applicable federal or state laws or regulations, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination. A certification signed by a majority of the Trustees setting forth any such determination and reciting that it was duly adopted by the Trustees, or a copy of this Agreement, with the Conflicting Provisions removed pursuant to such a determination, signed by a majority of the Trustees, shall be conclusive evidence of such determination when lodged in the records of the Trust. The Trustees shall not be liable for failure to make any determination under this Section 8.3.1. Nothing in this Section 8.3.1 shall in any way limit or affect the right of the Trustees to amend this Agreement as provided in Section 7.4.

8.3.2 If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of

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this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained herein.

8.4 Binding Effect; Successors in Interest. Each Person who becomes the holder of all or a portion of the Beneficial Interests in the Trust shall, as a result thereof, have agreed to and become bound by the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Trustees and the Beneficiaries and the respective successors, assigns, heirs, distributees and legal representatives of each of them.


8.5 Irrevocability by Settlers. This Agreement and the Trust created hereunder shall be irrevocable by the Settlers.

IN WITNESS WHEREOF, the undersigned Settlers and Trustees have executed this Trust Agreement as of the date first written above.

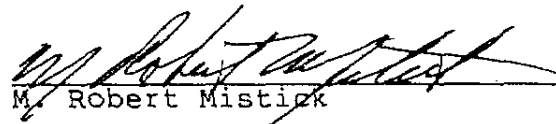
[Signatures begin on next page]

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SETTLORS



D. Thomas Mistick



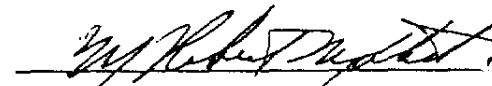
M. Robert Mistick

TRUSTEES



Trustee

Name: D. Thomas Mistick



Trustee

Name: M. Robert Mistick

9371-1521

Schedule I to
Trust Agreement

Ownership Interests of Initial Beneficiaries

<u>Owner</u>	<u>Units of Beneficial Interest</u>
M. Robert Mistick	500 units (50%)
D. Thomas Mistick	500 units (50%)

4371-1573

Exhibit A
to
Trust Agreement

To: The Trustees of
Allegheny Millwork PBT,
a Pennsylvania business trust
(the "Trust")

From: _____ ("Transferor")

Date: _____

In accordance with and pursuant to Section 5.4 of the Trust Agreement of Allegheny Millwork PBT, dated October 28, 1993, as it may be amended from time to time (the "Agreement"), notice is hereby given that on the date hereof the undersigned Transferor has transferred to _____ ("Transferee") _____ number of units of the Beneficial Interest in the Trust. Prior to the transfer referred to herein, _____ units of the Beneficial Interest in the Trust were vested in the Transferor and _____ units were vested in the Transferee. Following the effectiveness of the transfer referred to herein [add reference to any other transfers being made at the same time], _____ units of the Beneficial Interest will be vested in the Transferor and _____ units will be vested in the Transferee.

TRANSFEROR

[Name]

By: _____

Title: _____

The Transferee hereby confirms the transfer referred to above and acknowledges that, pursuant to Sections 5.4 and 8.4 of

9371-1526

the Agreement, by its execution hereof, the Transferee has agreed to and shall be bound by all the terms and conditions of the Agreement.

TRANSFEE

[Name]

By: _____

Title: _____

Address for Notices:

9372-1489

OCT 29 1993

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 2552485

 Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION AND DOMESTIC BUSINESS TRUST

DECS-15-1925 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1925 (relating to articles of merger or consolidation), the undersigned business corporations/desiring to effect a merger, hereby state that:

1. The name of the ~~corporation~~ surviving the merger is: _____
 entity ALLEGHENY MILLWORK PBT

2. (Check and complete one of the following):

____ The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
 Number and Street City State Zip County

(b) c/o: _____
 Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

____ The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
 Number and Street City State Zip County

(b) c/o: _____
 Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

____ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

 Number and Street City State Zip County

*See Below

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
Allegheny Millwork, Incorporated,	1336 Pennsylvania Avenue,	
	Pittsburgh, PA 15233, Allegheny	

*The surviving entity is a Pennsylvania business trust and the address of its current registered office in this Commonwealth is: 1300 Brighton Road, Pittsburgh, PA 15233, Allegheny County, PA DEPT. OF STATE

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 PA DEPT. OF STATE

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DSCB:15-1926 (Rev 90)-2

4. (Check, and if appropriate complete, one of the following):

☐ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

☒ The plan of merger shall be effective on October 31, 1993 at 11:59 p.m.
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation and business trust is as follows:

Name of corporation Manner of adoption

Allegheny Millwork, Incorporated: Adopted by directors and shareholders pursuant to
15 Pa.C.S. Section 1924(a)

Allegheny Millwork PBT: Adopted by Trustees and approved by Beneficiary pursuant
to terms of trust agreement.

6. ~~For each foreign corporation which is a party to the merger, the plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.~~

7. (Check, and if appropriate complete, one of the following):

☒ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street

City

State

Zip

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation and business trust Merger to be signed by a duly authorized officer thereof this 29th day of October, 19 93.

ALLEGHENY MILLWORK, INCORPORATED

(Name of Corporation)

BY: [Signature]

(Signature)

TITLE: Pres. Sec.

ALLEGHENY MILLWORK PBT

(Name of Corporation business trust)

BY: [Signature]

(Signature)

TITLE: Pres. Sec.

9372-1491

EXHIBIT A.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of this 29th day of October, 1993 by and between ALLEGHENY MILLWORK PBT, a Pennsylvania business trust ("Trust" or the "Surviving Entity"), and ALLEGHENY MILLWORK, INCORPORATED, a Pennsylvania corporation ("AMI") (the Trust and AMI being herein sometimes collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, Section 1921(c) of the Pennsylvania Business Corporation Law of 1988, as amended (the "BCL"), permits the merger of a Pennsylvania business corporation with a Pennsylvania business trust; and

WHEREAS, Section 7.2 of the Trust Agreement dated October 28, 1993 (the "Trust Agreement") creating the Trust permits the merger of the Trust with a business corporation; and

WHEREAS, the Constituent Entities desire that AMI be merged with and into the Trust (the "Merger"), with the Trust being the surviving entity, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Trust and AMI hereby agree as follows:

1. Terms of Merger. At the Effective Time (as hereinafter defined), AMI shall be merged with and into the Trust pursuant to the provisions of Sections 1921 et seq. of the BCL, including without limitation Section 1921(c) thereof, and Section 7.2 of the Trust Agreement.

2. Surviving Entity. The entity surviving the Merger shall be the Trust.

3. Treatment of Shares and Beneficial Interest. At the Effective Time, (a) the shares of common stock, par value \$1.00 per share, of AMI (the "Common Stock") issued and outstanding immediately prior to the Merger shall be retired and cancelled without necessity of further action; and (b) the beneficial interest (the "Beneficial Interest") of the Beneficiaries (the "Beneficiaries") in the Trust shall remain outstanding, without change therein by reason of the Merger.

4. Effective Time. (a) This Agreement shall be submitted to the Board of Directors of AMI and the shareholders of AMI entitled to vote thereon for approval as provided by the BCL and shall be submitted to the Trustees and the Beneficiaries of the Trust for approval as provided by the Trust Agreement. If this Agreement is duly approved as specified in the preceding

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sentence and is not terminated as contemplated by Section 8 hereof, articles of merger (the "Articles of Merger"), executed in accordance with the BCL, shall be filed with the Department of State of Pennsylvania in accordance with the BCL.

(b) The Merger shall become effective at 11:59 p.m. Eastern Standard Time on October 31, 1993 (the "Effective Time"); provided, however, that if the Articles of Merger are not filed with the Department of State as provided in Section 4(a) before 11:59 p.m. Eastern Standard Time on October 31, 1993, the Effective Time shall be the time at which such filing is completed.

5. Trust Agreement. The Trust Agreement creating the Trust, as in effect at the Effective Time, from and after the Effective Time and until further amended as provided in the Trust Agreement and by applicable law, shall be and may be separately certified as, the Trust Agreement of the Surviving Entity.

6. By-Laws. The By-Laws of the Trust, as in effect at the Effective Time, shall be the By-Laws of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of the Trust Agreement and applicable law.

7. Trustees and Officers. At the Effective Time: (a) the Trustees of the Surviving Entity shall consist of those persons who were trustees of the Trust immediately prior to the Effective Time; and (b) the officers of the Surviving Entity shall be the persons who were officers of the Trust immediately prior to the Effective Time, each such person to hold, in accordance with the Trust Agreement and the By-Laws and at the pleasure of the Trustees of the Surviving Entity, the same office or offices with the Surviving Entity as he or she then held with the Trust.

8. Termination and Amendment. This Agreement may be terminated by the Board of Directors of AMI or the Trustees of the Trust at any time prior to the filings referenced in Section 4(a) notwithstanding approval of this Agreement by the shareholders of AMI and/or the Beneficiaries of the Trust. In addition, the Board of Directors of AMI and the Trustees of the Trust may amend this Agreement at any time prior to the filing referenced in Section 4(a) to the fullest extent permitted by Section 1922 of the BCL.

9. Miscellaneous. At the Effective Time, all the contracts, agreements, property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets and liabilities of every kind and description of AMI shall be transferred to, vested in and devolve upon the Trust without further act or deed, and all property, rights, and every other interest of AMI and the Trust shall be as effectively the property of the Trust as they were of AMI and the Trust, respectively. AMI hereby agrees from time to time, as and when requested by the

9372-149

Trust or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Trust may deem necessary or desirable in order to vest in and confirm to the Trust title to and possession of any property of AMI acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of AMI and the proper officers and the Trustees of the Trust are fully authorized in the name of AMI or otherwise to take any and all such action. For purposes of the preceding sentence, the officers and Trustees of the Trust in office at the time shall be deemed to be the officers and directors of AMI.

10. Limitation of Liability of Beneficiaries, Trustees and Officers of Trust. Notwithstanding anything to the contrary contained in this Agreement, neither the Beneficiaries nor the Trustees or the officers of the Trust shall be liable hereunder and AMI shall look solely to the Trust Estate (as defined in the Trust Agreement) for the payment of any claim hereunder or for the performance hereof.


11. Continuation of S. Corporation Election. The Merger shall be treated as a mere change in form under Section 368(a)(1)(F) of the Internal Revenue Code of 1986 (the "Code"), and the election by AMI to be taxed for federal income tax purposes as an S Corporation under Section 1362 of the Code shall remain in full force and effect with respect to the Trust.

IN WITNESS WHEREOF, AMI has caused this Agreement to be executed by its Chairman of the Board of Directors or President or one of its Vice Presidents and attested by its Secretary or Assistant Secretary, and its corporate seal affixed, and the Trust

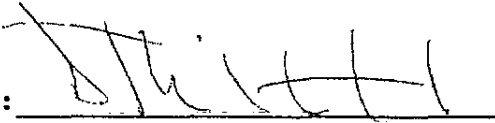
9372-1494

has caused this Agreement to be executed by its Chairman or President or one of its Vice Presidents, all as of the date first above written.

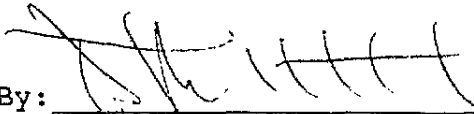
ATTEST:

By: 
[Assistant] Secretary
[Corporate Seal]

ALLEGHENY MILLWORK, INCORPORATED

By: 
Title: President

ALLEGHENY MILLWORK PBT

By: 
Title: President

2001103-957

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Entity Number

2552485

**Decennial Report of
Association Continued Existence**
(54 Pa.C.S. § 503)

Name

Sandra K. Heintz, Paralegal, c/o David M. Prisela, Esquire

Address

1300 Brighton Road

City

Pittsburgh

State

PA

Zip Code

15233

Document will be returned to the
name and address you enter to
the left.



Fee: \$52

Filed in the Department of State on

DEC 10 2001

Kim Ryznar
Secretary of the Commonwealth

In compliance with the requirements of 54 Pa.C.S. § 503 (relating to decennial filings required) the undersigned association hereby states that:

1. The name of the association to which this report relates is:

Allegheny Millwork PBT

2. The (a) address of this association's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
1300 Brighton Road, Pittsburgh, PA 15233	Allegheny County			

(b) Name of Commercial Registered Office Provider

County

3. The association has not during the preceding ten years made any filing in the Department a permanent record of which is retained by the Department.

4. The association continues to exist.

PA DEPT. OF STATE

DEC 10 2001

2001103-958

DSCB-54-503-2

IN TESTIMONY WHEREOF, the undersigned association
has caused this Decennial Report of Association Continued
Existence to be signed by a duly authorized officer this

____ day of 12/6/01

Allegheny Millwork PBT

Name of Association

Signature

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

October 10, 2003

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

ALLEGHENY MILLWORK PBT

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Agreement of Trust and all Amendments

which appear of record in this department



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Pedro A. Cortés

Secretary of the Commonwealth

tchids