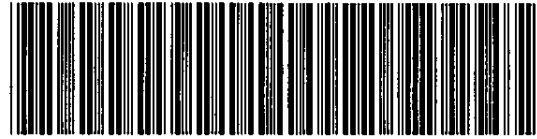


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DIVISION OF CORPORATIONS

12/15/08
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 3, 2006

CT

SUBJECT: PERMASTEELISA CLADDING TECHNOLOGIES MANAGEMENT
COMPANY
Ref. Number: W06000048384

We have received your document for PERMASTEELISA CLADDING
TECHNOLOGIES MANAGEMENT COMPANY and your check(s) totaling \$350.00.
However, the enclosed document has not been filed and is being returned for the
following correction(s):

The affidavit submitted must be notarized before your document can be
processed.

Please return the original and one copy of your document, along with a copy of
this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call
(850) 245-6955.

Suzanne Hawkes
Document Specialist
New Filing Section

Letter Number: 206A00065160

*please refile and backdate
to 11/2/06*

*Thank you!
Jennifer
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850 222 1092 tel
850 222 7615 fax
www.ctlegalsolutions.com

November 2, 2006

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 6343591 WO
Customer Reference 1: Permasteelisa Cladding
Customer Reference 2: Permasteelisa Cladding

Dear Department of State, Florida:

Please file the attached:

Permasteelisa Cladding Technologies, L.P. (DE)
Registration
Florida

*Please
File 1st*

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

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

Sincerely,

Jennifer Murphy
Fulfillment Specialist
jennifer.murphy@wolterskluwer.com

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
PERMASTEELISA CLADDING TECHNOLOGIES MANAGEMENT COMPANY
A DELAWARE STATUTORY TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, Manager of Permasteelisa Cladding Technologies Management Company, a Delaware Statutory Trust, hereby affirms in order to file or qualify Permasteelisa Cladding Technologies Management Company in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is:

c/o Manager at Permasteelisa Group USA Holdings USA, Inc.
123 Day Hill Road, PO Box 767
Windsor, CT 06095-0767
3. The registered agent and street address in the State of Florida is:
C T Corporation System
1200 South Pine Island Road, Plantation, FL 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.

Salvina Amenta-Gray

**SALVINA AMENTA-GRAY
SPECIAL ASSISTANT SECRETARY**

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.

Permasteelisa Cladding Technologies Management Company
By Permasteelisa Group USA Holdings Corp., it's Manager

By: *Claudio Daniele*
Name: Claudio Daniele
Title: Secretary

FILED
06 NOV - 2 PM 12:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF CONNECTICUT, COUNTY OF HARTFORD, SS.: Windsor

On this 30th day of November, 2006, before me, Claudio Daniele, the undersigned officer, appeared Claudio Daniele, personally known to me to be the Secretary of Permasteelisa Group USA Holdings Corp., a corporation, Manager of Permasteelisa Cladding Technologies Management Company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and as his and its free act and deed.

In witness whereof I hereunto set my hand.

William M. Bamford

Notary Public

My Commission Expires: 12-31-2010

[SEAL]

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TALLAHASSEE, FLORIDA

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATUTORY TRUST AGREEMENT

of

PERMASTEELISA CLADDING TECHNOLOGIES MANAGEMENT COMPANY

Among

PERMASTEELISA GROUP HOLDINGS USA, INC.
as Grantor,

WELLS FARGO DELAWARE TRUST COMPANY
as Trustee,

PERMASTEELISA GROUP HOLDINGS USA, INC.
as Manager, and

PERMASTEELISA GROUP HOLDINGS USA, INC.
And its successors and assigns, as beneficiaries.

STATUTORY TRUST AGREEMENT

STATUTORY TRUST AGREEMENT (as it may be amended from time to time, the "Agreement"), dated as of December 20, 2005, among **PERMASTEELISA GROUP HOLDINGS USA, INC.**, a Delaware corporation, as grantor ("Grantor"), **WELLS FARGO DELAWARE TRUST COMPANY**, a Delaware banking corporation, not in its individual capacity but solely as Trustee under this Agreement, and any successor Trustee hereunder (the "Trustee"), the Manager (as defined below) and the holder or holders, from time to time, of beneficial interest in the Trust (the "Beneficiary").

The Grantor and the Trustee agree, for the benefit of Beneficiary, as follows:

1. INTERPRETATION OF THIS AGREEMENT.

1.1 Defined Terms. For all purposes of this Agreement, the following terms shall have the meaning set forth below or the meaning defined in the Section referred to below:

Act – means the Delaware Statutory Trust Act, 12 Del.C. §3801 et seq. or the corresponding provisions of any succeeding law.

Affiliate – means, when used with reference to a specified Person, (a) any Person directly or indirectly controlling, controlled by or under common control with such Person, (b) any Person owning or controlling fifty-one percent (51%) or more of the outstanding voting securities of such Person, (c) any officer, director or partner of such Person and (d) if a Person is an officer, director or partner, any company for which a Person acts in such capacity.

Agreement – the introductory paragraph.

Beneficiary – the introductory paragraph. The initial Beneficiary shall be Permasteelisa, and thereafter, the successors and assigns of Permasteelisa and any Person to whom Permasteelisa shall transfer all or any portion of its interest as a beneficiary of the trust.

Business Day – means any day that is not a Saturday, Sunday or any other day on which commercial banking institutions in Wilmington, Delaware are authorized or obligated by law or executive order to be closed.

Certificate of Trust – means the certificate filed with the Office of the Secretary of State of the State of Delaware as required under the Act to form the Trust.

Code – means the Internal Revenue Code of 1986, as it may be amended from time to time and as it may be interpreted under regulations promulgated by the Treasury Department.

Common Stock – means the common stock, par value \$0.01 per share, of Permasteelisa Cladding Technologies, Inc., a Delaware corporation.

Fee Agreement – means that certain Fee Agreement dated as of December 20, 2005, between the Grantor and the Trustee.

Fiscal Year – means the fiscal year of the Trust, which shall initially be the calendar year.

Grantor – the introductory paragraph.

Initial Trust Property – Section 2.8.

Manager – means, initially, Permasteelisa, and thereafter means any other Person which succeeds in its capacity.

Permasteelisa – means Permasteelisa Group Holdings USA, Inc., a Delaware corporation.

Person – means a natural person, partnership, limited partnership, limited liability company, joint venture, association, corporation, trust, estate, custodian, nominee or any other individual or entity.

Treasury Regulations – means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Trust – Section 2.1.

Trust Property – means all right, title and interest of the Trust in and to any property contributed to the Trust by the Grantor or otherwise acquired by the Trust, including without limitation all distributions, payments or proceeds thereon.

Trustee – the introductory paragraph.

Trustee Covered Person – Section 5.6.

Trustee Indemnitee – Section 6.2.

1.2 Directly or Indirectly. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any partnership in which such Person is a general partner.

1.3 Section Headings and Table of Contents and Construction. The titles of the Sections of this Agreement and the Table of Contents of this Agreement appear as a matter of convenience only, do not constitute a part hereof and shall not affect the construction hereof. The words “herein,” “hereof,” “hereunder” and “hereto” refer to this Agreement as a whole

and not to any particular Section or other subdivision. References to Sections are, unless otherwise specified, references to Sections of this Agreement:

1.4 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Delaware (excluding conflict of law rules), including all matters of construction, validity and performance; *provided, however*, that there shall not be applicable to the Trust, the Beneficiary, the Trustee, the Manager or this Trust Agreement, any provisions of the laws (statutory or common) of the State of Delaware, other than the Act, pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof:

(a) the filing with any court or governmental body or agency of trustee accounts or schedule of trustee fees and charges;

(b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust;

(c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property;

(d) fees or other sums payable to trustees, officers, agents or employees of a trust;

(e) the allocation of receipts and expenditures to income and principal;

(f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets; or

(g) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees;

and *provided further* that Section 3450 of the Act shall not apply to the Trust.

1.5 Term and Dissolution. The statutory trust created hereby shall have perpetual existence unless earlier dissolved and terminated in accordance with this Agreement. The Trust shall dissolve upon the written consent of the Manager and the Beneficiary and, upon dissolution of the Trust, the Manager shall windup the affairs of the Trust in accordance with Section 3808 of the Act.

2. ORGANIZATION.

2.1 Name. The statutory trust created hereby shall be known as "Permasteelisa Cladding Technologies Management Company" (the "Trust") in which name the Manager may conduct business or any subsequent name as shall be selected by the Manager.

2.2 Office. The office of the Trust shall be in care of the Manager, addressed to Manager at Permasteelisa Group Holdings USA, Inc., 123 Day Hill Road, P.O. Box 767, Windsor, CT 06095-0767 or at such other address as the Manager may designate by notice to the Beneficiary and the Trustee.

2.3 Resident Trustee. The name of the resident Trustee of the Trust in the State of Delaware is Wells Fargo Delaware Trust Company.

2.4 Purposes and Powers. The purpose of the Trust is to engage in any lawful business in which a statutory trust created under the laws of the State of Delaware may lawfully engage, including, without limitation, to engage in the business of engineering, contracting, construction and other building trades and businesses, directly or indirectly, including, without limitation, as a general or limited partner of a partnership engaged in any such business. To effectuate these purposes, the Trust shall have each and all powers that lawfully may be exercised by a statutory trust created under the laws of the State of Delaware, including, without limitation, the powers to purchase, acquire, sell, lease, transfer, convey, hold and own property; to collect, invest, loan, borrow and spend money; to grant liens or encumbrances upon its property to secure obligations; to enter into contracts and agreements and to exercise rights in respect of the same; to commence, prosecute and defend actions and to sue and be sued; all in its own name.

2.5 Appointment of the Trustee; Delegation of Powers. The Grantor hereby appoints Wells Fargo Delaware Trust Company as Trustee of the Trust to satisfy the requirements of Section 3807 of the Act, effective as of the date hereof, to have the specified rights, powers and duties as set forth herein. As soon as practicable upon the date hereof, the Trustee shall file the Certificate of Trust required by Section 3810(a) of the Act in the office of the Secretary of State of the State of Delaware.

2.6 Declaration of Trust. The Trustee hereby declares that it will hold the Trust Property in trust upon and subject to the conditions set forth herein for the use and benefit of the Beneficiary. It is the intention of the parties hereto that the Trust constitute a statutory trust under the Act and that this Agreement constitute the governing instrument (as such term is defined in the Act) of the Trust.

2.7 Liabilities of Trust; Indemnification. The Beneficiary shall be entitled to the same limitation of personal liability extended to shareholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. The Manager, in its capacity as such, shall not be liable to any Person (other than the Trust and the Beneficiary) for any act, omission or obligation of the Trust or the Trustee. Neither Beneficiary nor Manager shall be liable for any liabilities and obligations of the Trust and all Persons (except for the

Trustee, who shall be indemnified by the Grantor to the extent of Section 6.2 of this Agreement) shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If the Beneficiary is made a party to any suit or proceeding to enforce any such liability, he shall not, on account thereof, be held to any personal liability. To the fullest extent permitted by law, the Trust shall indemnify and hold Beneficiary harmless from and against all claims and liabilities to which Beneficiary may become subject by reason of his being or having been a Beneficiary, and shall reimburse such Beneficiary for all legal and other expenses reasonably incurred by him in connection with any such claim or liability.

2.8 Transfer of Property to the Trust. The Grantor hereby grants and conveys to the Trust the sum of ten dollars in cash, together with one share of the Common Stock, representing one percent (1%) of the issued and outstanding Common Stock, constituting the initial Trust Property (the "Initial Trust Property"). The Grantor confirms that the conveyance of such shares to the trust is irrevocable and has occurred upon the formation of the Trust, and agrees to use its efforts to cause the transfer of such shares to occur on the books of the Permasteelisa Cladding Technologies, Ltd., promptly following the formation of the Trust.

3. CONCERNING THE BENEFICIARY

3.1 Action by Beneficiary with Respect to Certain Matters. Neither Trustee nor Manager, without the consent of Beneficiary, shall have the power to:

- (a) remove any Trustee or remove the Manager;
- (b) amend the terms of this Trust Agreement;
- (c) transfer, sell, convey, lease or assign all or substantially all the Trust Property; or
- (d) sell, convert, transfer, dissolve, merge or consolidate the Trust as provided in the Act.

3.2 Removal of Trustee. Beneficiary may remove the Trustee with or without cause pursuant to Section 7.1; *provided, however*, that if such Trustee is the sole Trustee, Beneficiary may only remove such Trustee after the appointment of a successor Trustee who complies with Section 3807 of the Act.

3.3 Restrictions on the Trust's and Beneficiaries' Power. Unless otherwise agreed in writing by the Beneficiary, the Manager and the Trust shall comply with the applicable provisions of the Code and the applicable Treasury Regulations thereunder in the manner necessary to effect the intention of the parties that the Trust be treated as a disregarded entity for Federal income tax purposes and that the Trust be accorded such treatment until its termination pursuant to Sections 9.1 hereof, and shall take any action required by the Code or Treasury

Regulations thereunder in order to maintain the classification of the Trust as a disregarded entity for Federal income tax purposes.

4. MANAGEMENT OF THE TRUST.

4.1 Delegation of Management to Manager. The Trustee shall be a trustee of the Trust for the sole and limited purpose of fulfilling the requirements of section 3087 of the Act and performing the duties specified in Section 4.2. The management of the business and affairs of the Trust is hereby delegated to the Manager pursuant to Section 3806 of the Act to the fullest extent permitted by the Act. Subject to Section 3.1 and Section 3.3, the Manager shall have the power to take all such actions with respect to the Trust as are permitted to be delegated to the Manager under the Act and shall be responsible for managing the business and affairs of the Trust in accordance with this Agreement. The Manager shall devote to the affairs of the Trust such time as may be necessary for the proper performance of its duties hereunder. The Trustee shall not be entitled to exercise any of the powers, nor shall the Trustee have any of the duties or responsibilities, of the Manager as described in this Agreement.

4.2 Business of the Manager; Manager Not a Trustee. The Manager, or any Affiliate, shareholder, officer, director or employee thereof, may engage in or possess an legal or beneficial interest in any other business or venture of any nature and description, independently or with or for the account of others. Notwithstanding any other provision of this Agreement, neither the delegation of such powers to the Manager pursuant to this Section 4.1 nor the exercise of any such powers by Manager shall cause the Manager to be or become a trustee of the Trust.

4.3 Duties Retained by Trustee. As a result of the delegation of the management power and authority in Section 4.1 above, the Trustee shall be responsible for performing only the following duties with respect to the Trust:

(a) to execute this Agreement and amendments to this Agreement as directed in writing the Manager;

(b) to execute, deliver, acknowledge and file the Certificate of Trust and certificates of amendment or cancellation required to be filed pursuant to applicable law as directed in writing by the Manager; and

(c) to serve as Delaware resident trustee for purposes of satisfying section 3807 of the Act, and to maintain custody of books and records of the Trust, if any, in connection therewith.

The Trustee shall provide prompt notice to the Manager of its performance of any of the foregoing. The Manager shall keep the Trustee reasonably informed of any actions of the Manager or other instances that could affect the rights, duties or liabilities of the Trustee. The Trustee shall have no other authority, duties or liabilities, except as are expressly set forth above.

or as directed in writing by the Manager and consented to by the Trustee, and shall have no implied authority or duties with respect to the affairs of the Trust.

4.4 No Liability for Management. In no event shall the Trustee have any liability for the acts or omissions of the Manager, nor shall the Trustee be responsible for monitoring or supervising the performance of the Manager's obligations under this Agreement or any other agreements. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Trustee otherwise existing at law or in equity, are agreed by the Beneficiary and all other Persons to replace such other duties and liabilities of the Trustee. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with such written directions provided by the Manager or any other Person in accordance with and subject to this Agreement. The Trustee is entitled to rely on any such written directions of the Manager and on the facts stated therein, and has no obligation to inquire as to the authority of the Manager or the accuracy of any facts stated therein in connection with such instructions.

4.5 Actions by the Manager. Actions taken by the Manager in accordance with the terms hereof shall constitute the act of, and serve to bind, the Trust. In dealing with the Manager acting on behalf of the Trust, no Person shall be required to inquire into the authority of the Manager to bind the Trust. Persons dealing with the Trust are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement.

5. CONCERNING THE TRUSTEE AND MANAGER.

5.1 Acceptance of Trust and Duties. The Trustee accepts the Trust hereby created and agrees to perform its duties hereunder with respect to the same but only upon the terms of this Agreement. Neither the Trustee nor the Manager shall be liable to any third party for any liability or obligation of the Trust. Neither the Trustee nor the Manager shall be personally liable to the Trust or the Beneficiary for any of their acts or omissions except for acts or omissions constituting gross negligence, bad faith, recklessness or willful misconduct. The Trustee shall not be liable for any error in judgment by the Manager or any other Person to whom the duties or responsibilities regarding management of the trust shall have been delegated. Moreover, neither the Trustee nor the Manager shall be personally liable for any error of judgment made in good faith by any Person to whom the Manager has delegated any of its day-to-day duties in managing the Trust.

5.2 Reliance; Advice of Counsel.

(a) Neither the Trustee nor the Manager shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Trustee and the Manager may for all purposes hereof rely on a certificate, signed by an appropriate officer of any Person as to such fact or matter, and such certificate shall constitute full protection to the Trustee and the Manager for any action taken or omitted to be taken by them in good faith in reliance thereon.

(b) In the exercise or administration of the Trust hereunder and in the performance of its duties and obligations under this Agreement, the Trustee and the Manager:

(i) may act directly or through agents or attorneys pursuant to agreements entered into with any of them, and neither the Trustee nor the Manager shall be liable for the default or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Trustee or the Manager with reasonable care; and

(ii) may consult with counsel, accountants and other skilled persons to be selected with reasonable care and employed by it, and neither the Trustee nor the Manager shall be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other skilled persons.

(c) No provision of this Trust Agreement shall require the Trustee to take any action, to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights, powers or obligations hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such action, risk or liability is not reasonably assured or provided to it. The Trustee shall not be required to take any action hereunder or in relation to the Trust even if directed in writing by the Manager (or any other Person in accordance with this Agreement) if the Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Trustee or is contrary to the terms hereof or is otherwise contrary to law.

(d) Under no circumstance shall the Trustee or Manager be personally liable for any representation, warranty, covenant or other obligation or indebtedness of the Trust.

(e) Neither the Trustee nor the Manager shall be personally responsible for or in respect of the validity or sufficiency of this Trust Agreement, or for the due execution

hereof by the Grantor or the Beneficiary or the form, validity, value or sufficiency of the Trust Property.

(f) Neither the Trustee nor the Manager shall be personally liable for its good faith reliance on the provisions of this Trust Agreement or any other agreements to which it is a party.

5.3 Not Acting in Individual Capacity. Except as expressly provided in this Article 5, in accepting the trust hereby created, the Trustee acts solely as Trustee hereunder and not in its individual capacity, and all Persons having any claim against the Trustee by reason of the transactions contemplated by this Agreement and any other agreements shall look only to the Trust Property for payment or satisfaction thereof.

5.4 Construction. For purposes of this Section 5, the term "Manager" includes each officer, director and employee of the manager and each Person to whom the Manager has delegated any day-to-day duties in managing the Trust.

5.5 Fee Agreement. Except as otherwise provided herein, the fees and expenses of the Trustee shall be paid pursuant to the Fee Agreement. To the fullest extent possible, the parties intend that Section 3561 of Title 12 of the Delaware Code shall not apply to the Trust and that compensation paid pursuant to any provision of this Agreement or the Fee Agreement not be subject to review by any court under Section 3560 of Title 12 of the Delaware Code.

5.6 Outside Business. The Trustee, and any Affiliate of the Trustee and any officer, director, shareholder, representative, employee or agent of the Trustee or any of its Affiliates (each, a "Trustee Covered Person") may engage in or possess an interest in other business ventures or any nature or description, independently or with others, similar or dissimilar to the activities of the Trust, and the Trust, the Beneficiary, the Grantor and the Manager shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom. The pursuit by the Trustee of such venture, even if competitive with the activities of the Trust, shall not be deemed wrongful or improper. No Trustee Covered Person shall be obligated to present any particular investment or other opportunity to the Trust even if such opportunity is of a character that, if presented to the Trust, could be taken by the Trust, and any Trustee Covered Person shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment or opportunity.

6. INDEMNIFICATION

6.1 By the Trust. To the fullest extent permitted by law, the Trust shall hold harmless and indemnify the Trustee, the Manager and its Affiliates, and their respective officers, directors, employees, successors, assigns, agents and servants (each an "Indemnitee"), from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature

whatsoever which may be imposed on, incurred by or asserted at any time against any Indemnitee hereunder in any way relating to or arising out of this Agreement, the administration of the Trust Property or the action or inaction of any Indemnitee hereunder, except that the Trust shall not be required to indemnify an Indemnitee for expenses arising or resulting from gross negligence, bad faith, recklessness or willful misconduct of an Indemnitee.

6.2 By the Grantor. To the fullest extent permitted by law, the Grantor shall hold harmless and indemnify the Trustee and its Affiliates, and their respective officers, directors, employees, successors, assigns, agents and servants (each a "Trustee Indemnitee"), from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted at any time against any Trustee Indemnitee hereunder in any way relating to or arising out of this Agreement, the administration of the Trust Property or the action or inaction of any Trustee Indemnitee hereunder, except that the Grantor shall not be required to indemnify a Trustee Indemnitee for expenses arising or resulting from gross negligence, bad faith, recklessness or willful misconduct of a Trustee Indemnitee.

6.3 Advancement of Expenses. Each Indemnitee shall receive advances from the Trust (and each Trustee Indemnitee shall receive advances from the Grantor) for payment of their costs and attorneys' fees as incurred if:

(a) the legal action relates to the performance of duties or services by such Person on behalf of the Trust; and

(b) such Person undertakes to repay the advanced funds with interest to the party advancing such expenses in cases in which it is not entitled to indemnification.

6.4 Nonexclusive Remedy. The indemnification and advancement rights provided in Section 6.1, Section 6.2 and Section 6.3 are not exclusive, are contract rights enforceable by the beneficiaries thereof and their successors and assigns, and shall survive the termination of this Agreement.

6.5 Other Persons. The Trust may also indemnify any Person it employs pursuant to this Agreement on such terms as the Manager shall determine.

6.6 Reimbursement of Expenses. To the fullest extent permitted by law, the Trust and the Grantor shall reimburse the Trustee and the Manager for all reasonable expenses incurred by it hereunder (including the reasonable fees and expenses of counsel).

7. SUCCESSOR TRUSTEES AND ADDITIONAL TRUSTEES

7.1 *Resignation of Trustee; Appointment of Successor.*

(a) The Trustee may resign at any time without cause by giving at least 60 days' prior written notice to the Manager and the Beneficiary, such resignation to be effective upon the acceptance of appointment by a successor Trustee under Section 7.1(b). In addition, the Beneficiary may at any time remove the Trustee without cause by an instrument in writing delivered to the Trustee, with written notice thereof to the Manager, such removal to be effective upon the acceptance of appointment by a successor Trustee under Section 7.1(b) below. In case of the resignation or removal of the Trustee, the Beneficiary shall appoint a successor Trustee by a written instrument. If a successor Trustee shall not have been appointed within 30 days after the giving of written notice of such resignation or the delivery of the written instrument with respect to such removal, the Trustee or Beneficiary may apply to any court of competent jurisdiction to appoint a successor Trustee to act until such time, if any, as a successor Trustee shall have been appointed as provided above. Any successor Trustee so appointed by such court shall immediately and without further act be superseded by any successor Trustee appointed as above provided within one year from the date of the appointment by such court.

(b) Any successor Trustee, however appointed, shall execute and deliver to the predecessor Trustee and the Manager an instrument accepting such appointment, and thereupon such successor Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trust of the predecessor Trustee in the trusts hereunder with like effect as if originally named the Trustee herein; but nevertheless, upon the written request of such successor Trustee, such predecessor Trustee shall execute and deliver a Certificate of Amendment to the Certificate of Trust and an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, duties and trusts of such predecessor Trustee, and such predecessor Trustee shall duly assign, transfer, deliver and pay over to such successor Trustee all monies or other property then held or subsequently received by such predecessor Trustee upon the trusts herein expressed.

(c) A successor Trustee shall meet the requirements set forth in Section 3807(a) of the Act.

(d) Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Trustee may be Transferred, shall, subject to the terms of Section 7.1(c), be the Trustee under this Agreement without further act.

7.2 Appointment of Additional Trustees. At any time or times for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Property may at the time be located, the Trustee, upon written instruction from the Manager shall appoint, and with the consent of Manager (which consent shall not be withheld unreasonably) may appoint, by an instrument in writing, one or more individuals or corporations to act as separate Trustee or separate Trustees of all or any part of the Trust Property to the full extent that local law makes it necessary or appropriate for such separate Trustee or separate Trustees to act alone.

7.3 Legal Title. Legal title to all the Trust Property shall be vested at all times in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of Trust Property to be vested in the Trustee, in which case title shall be vested in the Trustee as nominee of the Trust. Neither Manager nor Beneficiary shall have legal title to any part of the Trust Property; and the Beneficiary shall only have a beneficial interest therein. No transfer, by operation of law or otherwise, of any right, title and interest of the Beneficiary in and to its beneficial interest in the Trust Property hereunder shall operate to terminate this Agreement or the Trust hereunder or entitle any successor transferee to an accounting or to the transfer to it of legal title to any part of the Trust Property

8. MISCELLANEOUS.

8.1 Amendments. This Agreement may be amended by written instrument executed and consented to by the Manager, the Grantor and the Beneficiary; provided however, that no such amendment that adversely affects the rights, obligations or indemnities of the Trustee hereunder shall be effective as to the Trustee without the consent of the Trustee.

8.2 Limitations on Rights of Others. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and intended beneficiaries thereof any legal or equitable right, remedy or claim in the Trust Property or under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

8.3 Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing and delivered by hand or mailed by certified mail, postage prepaid, and, if to the Trustee, addressed to:

Wells Fargo Delaware Trust Company
919 North Market Street
Wilmington, Delaware 19801
Attention: Corporate Trust Administration

or to such other address as the Trustee may have set forth in a written notice to the Manager, the Grantor and the Beneficiary;

if to the Grantor, addressed to:

Permasteelisa Group Holdings USA, Inc.
123 Day Hill Road
P.O. Box 767
Windsor, CT 06095-0767

or to such other address as the Grantor may have set forth in a written notice to the Trustee and the Beneficiary;

if to the Manager, addressed to:

Permasteelisa Group Holdings USA, Inc.
123 Day Hill Road
P.O. Box 767
Windsor, CT 06095-0767

or to such other address as the Manager may have set forth in a written notice to the Trustee and the Beneficiary; and

if to the Beneficiary, addressed to:

Permasteelisa Group Holdings USA, Inc.
123 Day Hill Road
P.O. Box 767
Windsor, CT 06095-0767

or to such other address as the Beneficiary may have set forth in a written notice to the Trustee and the Manager. Whenever any notice in writing is required to be given by the Trustee hereunder, such notice shall be deemed given and such requirement satisfied 72 hours after such notice is mailed by certified mail, postage prepaid, addressed as provided above; any notice given by a Beneficiary to the Trustee shall be effective upon receipt by an authorized officer of the Trustee.


8.4 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.5 *Separate Counterparts.* This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

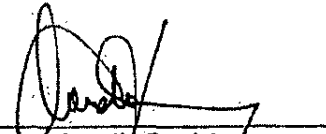
8.6 *Successors and Assigns.* All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trustee and its successors and assigns and each Beneficiary and its successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by a Beneficiary shall bind the successors and assigns of such Beneficiary.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

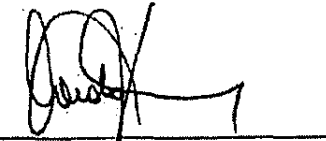
TRUSTEE:
WELLS FARGO DELAWARE TRUST
COMPANY, not in its individual capacity, but
solely as Trustee.

By: 
Name: Ann Roberts Dukart
Title: Vice President

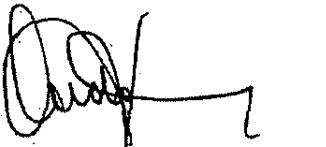
GRANTOR:
PERMASTEELISA GROUP HOLDINGS USA,
INC.

By: 
Name: Claudio Daniele
Title: Chief Financial Officer

BENEFICIARY:
PERMASTEELISA GROUP HOLDINGS USA,
INC.

By: 
Name: Claudio Daniele
Title: Chief Financial Officer

MANAGER:
PERMASTEELISA GROUP HOLDINGS USA,
INC.

By: 
Name: Claudio Daniele
Title: Chief Financial Officer

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PERMASTEELISA CLADDING TECHNOLOGIES MANAGEMENT COMPANY" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF NOVEMBER, A.D. 2006.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PERMASTEELISA CLADDING TECHNOLOGIES MANAGEMENT COMPANY" WAS FORMED ON THE TWENTIETH DAY OF DECEMBER, A.D. 2005.

FILED
06 NOV -2 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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061007278

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5166955

DATE: 11-02-06