

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
MET-COIL SYSTEMS CORPORATION,)	Case No. 03-12676
)	
Debtor.)	
)	

**ORDER (I) EXTENDING (A) THE TERMINATION DATE FOR USE OF CASH
COLLATERAL AND (B) THE MATURITY DATE FOR DEBTOR-IN-POSSESSION
FINANCING AND (II) AUTHORIZING DEBTOR TO ENTER INTO
AMENDMENT NO. 2 TO THE DEBTOR-IN-POSSESSION FINANCING**

Upon the motion (the “**Financing Extension Motion**”)¹ of Met-Coil Systems Corporation, debtor and debtor-in-possession (the “**Debtor**”) in the above-captioned chapter 11 case (the “**Case**”), for entry of an Order (I) Extending (A) the Termination Date for Use of Cash Collateral and (B) the Maturity Date for Debtor-in-Possession Financing and (II) Authorizing Debtor to Enter into Amendment No. 2; and it appearing that the Court has jurisdiction over the Financing Extension Motion pursuant to 28 U.S.C. §§ 157 and 1334; and due and adequate notice of the Financing Extension Motion having been given; and it appearing that no other or further notice need be given; and this Court having determined that granting the relief requested in the Financing Extension Motion is in the best interests of the Debtor, its estate and its creditors; and after due deliberation and sufficient cause appearing therefore;

IT IS HERBY ORDERED THAT:

1. The Motion is granted.
2. Subject to the terms and conditions of the Final Order, the DIP Loan Agreement and this Order, the Debtor shall be and hereby is authorized to use cash collateral and borrow

¹ Any capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Financing Extension Motion.

monies under the DIP Loan Agreement and Final Financing Order in accordance with the Budget, which is attached hereto as Exhibit A and incorporated herein by reference.

3. Notwithstanding the terms of the Final Order and DIP Loan Agreement, the Termination Date for use of cash collateral shall be extended to and including March 31, 2004.

4. Notwithstanding the terms of the Final Order and DIP Loan Agreement, the Maturity Date of the DIP Financing shall be extended to and including March 31, 2004.

5. The Debtor is authorized to execute and deliver Amendment No. 2 to the DIP Loan Agreement, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. Each and every term of Amendment No. 2 to the DIP Loan Agreement is hereby approved.

6. Except as modified by this Order, each and every term of the Final Financing Order and DIP Loan Agreement shall remain in full force and effect.

Dated: _____

Hon. Mary J. Walrath
United States Bankruptcy Judge

December 30, 2003

Met-Coil Systems Corporation
260 North Elm Street
Westfield, MA 01085
Attn: Charles F. Kuoni

Re: Pre-Petition Financing

Dear Chuck:

As you know, Mestek, Inc. ("Mestek") is a pre-petition and post-petition lender to Met-Coil Systems Corporation (the "Debtor"). Pursuant to the Final Order Authorizing Debtor to (A) Use Cash Collateral and Grant Replacement Liens and (B) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 364(c) of the Bankruptcy Code (the "Final Order"), Mestek agreed to the Debtor's use of cash collateral and the priming of its liens by the debtor-in-possession financing. Such agreement was subject to the terms and conditions of the Final Order, which expires on January 31, 2004. In addition, pursuant to the Final Order, Mestek agreed to extend up to \$8 million in debtor-in-possession financing to the Debtor. This agreement also was subject to the terms and conditions of the Final Order and the terms and conditions of a certain loan agreement entered into by and between the Debtor and Mestek on August 26, 2003 (the "DIP Loan Agreement"), both of which expire on January 31, 2004. The Final Order and the DIP Loan Agreement provide, among other things, that Mestek may extend the termination date for the Debtor's cash collateral usage and the termination date for the debtor-in-possession financing in writing.

Subject to the terms of the Final Order and the DIP Loan Agreement, the entry of an appropriate court order and agreement on a budget for the months of February 2004 and March 2004:

- (a) Mestek hereby agrees to extend the termination date for use of cash collateral to and including March 31, 2004; and
- (b) Mestek hereby agrees to extend the termination date for the debtor-in-possession financing to and including March 31, 2004.

MESTEK, INC.

By: [Signature] SVP Finance
Its: CHIEF FINANCIAL OFFICER

AMENDMENT NO. 2 TO POST-PETITION LOAN AND SECURITY AGREEMENT

This Amendment No. 2 to Post-Petition Loan and Security Agreement (this "Amendment") is entered into as of December ____, 2003, by and between Met-Coil Systems Corporation (the "Borrower") and Mestek, Inc. (the "Lender").

RECITALS

A. The Borrower and the Lender are party to that certain Post-Petition Loan and Security Agreement (the "Loan Agreement"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them in the Loan Agreement.

B. The Borrower has requested that the Lender amend the Loan Agreement to extend the Maturity Date.

C. The Lender is willing to amend the Loan Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

1. Amendments to Loan Agreement. The Loan Agreement shall be amended as follows:

Section 3.5 of the Loan Agreement is hereby amended by restating clause (a) thereof as follows:

“(a) March 31, 2004.”

2. Representations and Warranties of the Borrower. The Borrower represents and warrants that:

(a) The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate action and this Amendment is a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be subject to (i) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law);

(b) Each of the representations and warranties contained in the Loan Agreement is true and correct in all material respects on and as of the date hereof as if made on the date hereof, except to the extent that any such representation or warranty is stated to relate solely to an earlier date, in which case such representation of warranty shall have been true and correct on and as of such earlier date; and

(c) No Default or Event Default has occurred and is continuing.

3. Effectiveness. The amendments set forth in Section 1 of this Amendment shall become effective as of the date first set forth upon satisfaction of the following conditions:

(a) Executed Amendment. Receipt by the Lender of duly executed counterparts of this Amendment from the Borrower.

(b) Court Order. Entry of an order by the Bankruptcy Court, in form and substance acceptable to the Lender, approving this Amendment.

4. Reference to and Effect Upon the Loan Agreement.

(a) Except as specifically provided in this Amendment, the Loan Agreement and the other Loan Documents (as defined therein) shall remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not operate as a waiver or forbearance of any Default or Event Default or any right, power or remedy of the Lender under the Loan Agreement or any of such other Loan Documents, or constitute a consent, waiver or modification with respect to any provision of the Loan Agreement or any of such other Loan Documents, and the Borrower hereby ratifies and affirms each Loan Document to which it is a party.

(b) Upon the effectiveness of this Amendment, each reference in the Loan Agreement to "this Agreement," "heretounder," "hereof," "herein," or words of similar import shall mean and be a reference to the Loan Agreement as amended hereby.

5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF DELAWARE.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

MET-COIL SYSTEMS CORPORATION

By: _____
Its: _____

MESTEK, INC.

By: _____
Its: _____

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