

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

In re:)	Chapter 11
)	
MET-COIL SYSTEMS CORPORATION,)	Case No. 03-12676 (MFW)
)	
Debtor.)	(RE: D.I. 447)
)	

**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 F. Walrath
United States Bankruptcy Judge