

**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.)	
)	
_____)	

**ORDER APPROVING AMENDED
STIPULATION REGARDING CLAIMS OF BAKER & MCKENZIE**

Upon consideration of the stipulation (the "Amended Stipulation"), attached hereto as Exhibit A, by and between Met-Coil Systems Corporation (the "Debtor"), Mestek, Inc. ("Mestek") and Baker & McKenzie LLP ("Baker") regarding the prepetition and postpetition claims of Baker against the Debtor; the Court having jurisdiction to hear this matter; due and proper notice of the Amended Stipulation having been provided; after due deliberation thereon; the Court being duly advised in the premises; and the parties having stipulated only to the relief set forth herein;

IT IS HEREBY ORDERED THAT:

1. Each and every provision of the Amended Stipulation, attached hereto as Exhibit A, is approved.

Dated: Wilmington, Delaware
July __, 2004

THE HONORABLE MARY F. WALRATH
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**AMENDED STIPULATION REGARDING
CLAIMS OF BAKER & MCKENZIE LLP**

Mestek, Inc. ("Mestek") and Met-Coil Systems Corporation, debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor") and Baker & McKenzie LLP ("Baker"), hereby agree and stipulate (this "Amended Stipulation") as follows:

RECITALS

WHEREAS, on August 26, 2003, the Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code");

WHEREAS, on June 22, 2004, the Debtor and Mestek filed a Fourth Amended Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc., as Co-Proponents (the "Plan");

WHEREAS, on June 22, 2004, the Court approved a stipulation among the Debtor, Mestek and Baker regarding claims asserted by Baker against the Debtor (the "Stipulation");

WHEREAS, the Debtor, Mestek and Baker now wish to amend the Stipulation pursuant to the terms of this Amended Stipulation, which shall supercede and replace the Stipulation in full;

WHEREAS, Baker asserts a prepetition unsecured claim against the Debtor (the "Prepetition Claim") in the amount of at least \$1,670,971.00;

WHEREAS, Baker asserts a postpetition claim against the Debtor (the "Postpetition Claim") in the amount of at least \$183,848;¹

NOW, THEREFORE, Mestek, the Debtor and Baker stipulate and agree as follows:

1. The Prepetition Claim shall be deemed an Allowed Class 4.3 Claim (General Unsecured Claims other than Convenience Claims, Mestek Unsecured Claim (if Mestek is the Winning Plan Sponsor) TCE Property Damage Claims arising in connection with the Mejdrech Litigation and TCE PI Claims) against the Debtor's estate in the amount of \$1,254,845.00. Baker shall receive a distribution in the amount of \$800,000.00 under the Plan in respect of the Prepetition Claim and shall waive the right to any further distributions under the Plan.

2. The Postpetition Claim shall be deemed an Allowed Administrative Expense Claim against the Debtor's estate in the amount of \$130,000, which amount shall be paid by the Debtor on or before June 30, 2004.

3. This Amended Stipulation resolves the Prepetition Claim and the Postpetition Claim and any other claims related in any way to any remaining amounts allegedly owed to Baker by the Debtor. Neither the Debtor nor Mestek has, nor shall be deemed to have, released Baker, its affiliates or its professionals from any claims (as defined in section 101(5) of the Bankruptcy Code), obligations, rights, suits, damages, remedies and liabilities, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that either the Debtor or Mestek may have against Baker, and the Debtor and Mestek hereby expressly retain all of their rights to pursue, without limitation, any and all avoidance actions and malpractice actions against Baker. Baker shall retain its rights to defend itself in connection with any avoidance action or other action brought against it by the Debtor or Mestek.

¹ Baker filed a Motion for Payment of Administrative Expenses, and the Debtor and the Official Committee of Unsecured Creditors objected thereto.

4. The parties hereby understand and agree that neither the making of this Amended Stipulation, nor anything contained herein, shall be construed or considered in any way to be an admission of liability, guilt, wrongdoing or non-compliance with federal, state or local law, statute, order or regulation, the Bankruptcy Code, tortious act, breach of contract, or violation of common law, or any other wrongdoing whatsoever.

5. This Amended Stipulation may be executed in counterparts and by facsimile, and all such counterparts shall constitute one Amended Stipulation.

6. This Amended Stipulation shall inure to the benefit of, and be binding upon, the parties hereto and their predecessors, successors and assigns.

7. This Amended Stipulation supercedes and replaces the Stipulation in its entirety and constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous agreement may be used to alter the terms of this Amended Stipulation.

8. This Amended Stipulation may be modified only in a writing signed by the party to be charged with such modification.

9. The signatories to this Amended Stipulation represent and warrant that they have been duly authorized to execute this Amended Stipulation.

10. This Amended Stipulation is subject to the approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The parties agree to use reasonable efforts to obtain the approval of the Bankruptcy Court as expeditiously as possible.

11. In the event the Bankruptcy Court declines to approve this Amended Stipulation, neither this Amended Stipulation nor any part thereof may be used by any party for any purpose, except to enforce this provision.

Dated: ~~June~~^{July 9,} 2004

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