

# **EXHIBIT B**

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

In re:	)	
	)	Chapter 11
MET-COIL SYSTEMS, LLC (f/k/a/ MET-COIL SYSTEMS CORPORATION),	)	Case No. 03-12676
	)	
Debtor.	)	
	)	<b>Regarding Docket No.: 1467</b>

**STIPULATION  
REGARDING OBJECTIONS TO  
CLAIMS FILED BY THE ACE INSURERS**

This Stipulation is made by and among Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation) (“**Met-Coil**”) and Pacific Employers Insurance Company, Westchester Fire Insurance Company, and Indemnity Insurance Company of North America (collectively, the “**ACE Insurers**” and with Met-Coil, collectively, the “**Parties**”).

**Background**

On August 26, 2003 (the “**Petition Date**”), Met-Coil filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

Prior to the Petition Date, the ACE Insurers issued various insurance policies (collectively, the “**Policies**”) to Met-Coil. In connection with the Policies, certain ACE Insurers also entered into various related program agreements with Met-Coil (together with the Policies, the “**ACE Agreements**”).

The Parties disputed the scope of the ACE Insurers’ obligations to provide certain coverages under the ACE Agreements in an action styled *The Travelers Casualty & Surety*

*Company v. Met-Coil Systems Corporation, et al.*, No. 1:03 cv 119, pending in the United States District Court for the Northern District of Iowa (the “**Coverage Dispute**”).

On November 14, 2003, the ACE Insurers filed an unliquidated pre-petition claim against Met-Coil (the “**ACE Pre-Petition Claim**”).

By order dated December 9, 2003 (D.I. 347), this Court allowed Met-Coil to establish December 3, 2004 at 4:00 p.m. (Pacific Time) as the deadline for filing requests for payment of administrative expenses under § 503 of the Bankruptcy Code against Met-Coil’s estate for administrative claims incurred from the Petition Date through and including October 19, 2004.

By Confidential Settlement Agreement and Release dated July 21, 2004 (the “**Settlement Agreement**”)<sup>1</sup>, the Parties entered into a resolution of the Coverage Dispute. The Settlement Agreement, among other things, imposes certain continuing duties and obligations on Met-Coil and resolved the ACE Pre-Petition Claim. The Settlement Agreement was approved by this Court by order dated July 28, 2004 (D.I. 1171).

On August 16, 2004, this Court confirmed the Fourth Amended Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc. as co-proponents (the “**Plan**”).

Prior to the bar date for filing administrative claims, the ACE Insurers filed a Request for Payment of Administrative Expense Claim (the “**ACE Administrative Claim**”).

On or about December 7, 2004, Met-Coil filed its Ninth Omnibus Objection (Substantive) to Certain Claims Pursuant to Sections 502 and 503 of the Bankruptcy Code, Rule 3007 of the Federal Rules of Bankruptcy Procedure and Rule 3007-1 of the Local Rules of

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<sup>1</sup> The terms of the Settlement Agreement are to be held in confidence by the Parties. Nothing contained herein shall constitute a waiver of the confidentiality of the Settlement Agreement.

Bankruptcy Procedure (the “**Claims Objection**”), seeking to disallow the ACE Administrative Claim for the reasons stated therein.

The ACE Insurers seek assurance that, notwithstanding the language of the Settlement Agreement and the Plan, the obligations and duties of Met-Coil under the Settlement Agreement shall continue.

### Agreement

NOW, THEREFORE, with the foregoing Background section incorporated herein by reference, in consideration of the mutual promises and agreements set forth herein, and subject only to Bankruptcy Court approval, the Parties, by and through their undersigned attorneys, stipulate and agree as follows:

1. Met-Coil acknowledges that it has continuing duties and obligations under the Settlement Agreement to provide the ACE Insurers with certain non-monetary performance thereunder.

2. The ACE Pre-Petition Claim is withdrawn pursuant to the Settlement Agreement and the Plan.

3. The ACE Administrative Claim is withdrawn without prejudice to the rights of the ACE Insurers to enforce any or all of their rights under the Settlement Agreement post October 19, 2004.

3. This Stipulation is not intended, and should not be construed, to modify the Parties’ respective rights, obligations and/or remedies under the Settlement Agreement, all of which rights, obligations and remedies are expressly reserved and preserved.

4. The Parties represent and warrant to each other that they are authorized to execute this Stipulation; that each has full power and authority to enter into and perform in accordance

with the terms of this Stipulation; and that this Stipulation is duly executed and delivered and constitutes a valid and binding agreement in accordance with its terms.

5. The Parties are authorized to execute and deliver all documents necessary or required to implement this Stipulation.


6. This Stipulation shall not be modified, altered, amended or vacated without the prior written consent of each of the Parties hereto.

7. This Stipulation may be executed and delivered in any number of original or facsimile counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8. The Bankruptcy Court shall retain jurisdiction over the Parties and this Stipulation, including, without limitation, for the purposes of interpreting, implementing and enforcing its terms and conditions.

IN WITNESS WHEREOF, the Parties have executed this Stipulation as of the day and year written below.

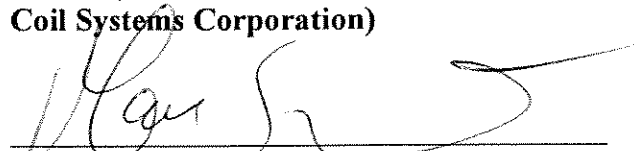
Dated: December 21, 2004

  
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