EXHIBIT 12

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.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING THE FOURTH AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR MET-COIL SYSTEMS CORPORATION [DOCKET NO. 967]

This matter having come on for a hearing on confirmation, pursuant to Section 1128 of the Bankruptcy Code, of the Fourth Amended Chapter 11 Plan of Reorganization proposed by Met-Coil Systems Corporation and Mestek, Inc., as Co-Proponents, dated June 22, 2004 (including all amendments and modifications thereof and exhibits thereto, the "Plan")[1] (Docket Nos. 967 and 980), filed with this Bankruptcy Court by Met-Coil Systems Corporation ("Met-Coil" or the "Debtor") and Mestek, Inc. ("Mestek") (collectively, the "Proponents"); the Court having considered the Declarations of Tinamarie A. Feil, Vice President and co-founder of The BMC Group, Inc., f/k/a Bankruptcy Management Corporation, regarding, among other things, the solicitation of votes from holders of Claims entitled to vote on the Plan within the time and in the manner required by the Solicitation Procedures Order, as supplemented ("Feil Decl.") (Docket Nos. 1137 and 1148), and the Declarations or Affidavits of Charles F. Kuoni,

[1] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Fourth Amended Glossary of Terms attached as Exhibit 1 to the Plan (the "Glossary"), unless otherwise indicated herein. Any capitalized term used but not defined herein, or in the Glossary, but that is defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to such term in the Bankruptcy Code or the Bankruptcy Rules. Such meanings shall be equally applicable to both the singular and the plural forms of such terms.

III, President and Chief Executive Officer of Met-Coil, as supplemented ("Kuoni Decl.") (Docket Nos. 1122 and 1154), Stephen Shea, Chief Financial Officer of Mestek ("Shea Decl.") (Docket No. 1146), Eric D. Green, the Future Claimants' Representative, as supplemented ("Green Aff.") (Docket Nos. 1132 and 1208), Z. Eric Stephens, director of the Southwest Region of CBIZ Valuation Group, Inc. ("CBIZ") (Docket No. 1124), Jill B. Berkeley, partner in the law firm of Schiff Hardin LLP ("Berkeley Decl.") (Docket No. 1123), Robert B. Stobaugh, Charles E. Wilson Professor of Business Administration, Emeritus, at the Harvard University Graduate School of Business Administration (the "Stobaugh Aff.") (Docket Nos. 1142 and 1147), Paul Shafir, authorized by the OneBeacon Insurance Group to enter a Declaration on its behalf ("Shafir Decl.") (Docket No. 1125), James White, authorized by the American International Group to enter a Declaration on its behalf ("White Decl.") (Docket No. 1131), and Constance O'Mara, authorized by Westchester Fire Insurance Company and Pacific Employers Insurance Company to enter a Declaration on their behalf ("O'Mara Decl.") (Docket No. 1143), all of which were filed in support of the Plan; and the other statements, evidence, and argument presented at the hearing held on July 28, 2004; and upon the entire record of the Chapter 11 Case; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND, CONCLUDED AND ORDERED THAT:

FINDINGS OF FACT AND CONCLUSIONS OF LAW[2]

These Findings of Fact and Conclusions of Law are those of the Bankruptcy Court under Fed. R. Civ. P. 52, as made applicable by Bankruptcy Rules 7052 and 9014. Because the Plan that relates to these Findings and Conclusions includes an injunction and

[2] Any finding of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

certain releases relating to the potential liabilities of certain third parties, the Bankruptcy Court's jurisdiction to enter a Final Order with respect to certain Findings and Conclusions may be limited. Where relevant, accordingly, this Confirmation Order contains proposed and recommended Findings of Fact and Conclusions of Law for review by the District Court. The proposed and recommended Findings and Conclusions are indicated below.

BACKGROUND

1. On August 26, 2003 (the "Petition Date"), the Debtor filed in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Thereafter, the Debtor continued to operate its business and manage its properties pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code as a debtor-in-possession.

2. On September 11, 2003, the Office of the United States Trustee for the District of Delaware, pursuant to Section 1102 of the Bankruptcy Code, appointed the Committee to represent the interests of all unsecured creditors in the Chapter 11 Case.

3. Met-Coil, as it currently exists, is a manufacturer of metal forming equipment through its two separate operating divisions: The Lockformer Company ("Lockformer") located in Lisle, Illinois, and Iowa Precision Industries ("IPI") located in Cedar Rapids, Iowa. Through its two divisions, Met-Coil manufactures advanced sheet-metal forming equipment, fabricating equipment, and computer-controlled fabrication systems for HVAC sheet metal contractors, steel service centers, and manufacturers of various metal products in the global market. Met-Coil's two divisions, which are Met-Coil's corporate predecessors, have been in the industry for over sixty years and have strong industry reputations throughout the world.

(Kuoni Decl. ¶ 5.)

4. On June 3, 2000, Met-Coil became a wholly-owned subsidiary of Formtek, Inc. ("Formtek"), which, in turn, is a wholly owned subsidiary of Mestek, Inc. ("Mestek"). (Kuoni Decl. ¶¶ 6-7.)

5. Mestek is comprised of two operating segments: A segment that manufactures HVAC equipment, and a "Metal Forming Segment" that manufactures metal forming equipment. Met-Coil is one of the subsidiaries comprising the Metal Forming Segment. (Kuoni Decl. ¶ 6.)

6. As part of a larger family of Mestek corporate affiliates, the Debtor enjoys a variety of benefits including a high level of specialized industry expertise and an enhanced competitive position through the creation of collaborative joint ventures among Met-Coil and other Formtek subsidiaries within the United States and abroad. The most significant synergy is the existing and potential common customer base. To a large degree, any historical customer of one of the companies is a potential customer for any of the others. In addition, Met-Coil benefits from, among other things, centralized accounting systems, purchasing synergies, shared technologies and engineering skills, and common marketing efforts. (Kuoni Decl. ¶ 11.)

TCE-RELATED CLAIMS

7. Like many companies in the late 1970s and early 1980s, Lockformer used trichloroethylene ("TCE") as a degreasing agent to clean certain of its manufactured metal products. At Lockformer, TCE was stored in a rooftop tank. Honeywell International Inc. ("Honeywell"), and its corporate predecessors—Baron Blakeslee, Inc. and AlliedSignal, Inc. ("AlliedSignal")—supplied the TCE to Lockformer. (Kuoni Decl. ¶ 12.)

8. Prior to 1985, TCE was allegedly spilled onto the soil at the Lockformer Site as AlliedSignal's employees transferred TCE from AlliedSignal tanker trucks to the then-existing rooftop storage tank. In response to increased awareness of potential health risks of accidental releases associated with TCE solvents in the 1980s, Lockformer took steps to mitigate the risk of spilling TCE in the transfer from tanker trucks to the rooftop storage tank. (Kuoni Decl. ¶ 13.)

9. In or about 1991, while conducting excavations to repair a sewer line, Lockformer discovered that a concentration of TCE existed in the soil near the fill pipe for the rooftop storage tank. Lockformer retained an environmental consulting firm to investigate the TCE concentration and recommend a remediation process. Lockformer thereafter began to remediate the Lockformer Site. (Kuoni Decl. ¶ 14.)

10. After the acquisition of Met-Coil by Formtek in June 2000, it was alleged that TCE had migrated beyond the Lockformer Site to the soil or groundwater in certain nearby neighborhoods. Since that time, Lockformer has been subjected to more than 10 lawsuits, including two class actions, commenced by individuals and governmental agencies relating to the alleged discharge of TCE. The plaintiffs in these lawsuits allege, among other things, property damage and personal injury claims against Lockformer, Met-Coil, and Honeywell, and, in some cases, assert claims against Mestek, including as the indirect corporate parent of Met-Coil or as the purported operator of the Lockformer Site. (Kuoni Decl. ¶ 15.)

11. Met-Coil has faced a substantial financial burden to defend these lawsuits, which have disrupted its business operations. In 2002 alone, Met-Coil recorded expenses of more than $18 million related to remediation efforts and litigation defense and settlement costs.

(Kuoni Decl. ¶ 16.)

THE ENFORCEMENT ACTIONS

12. On January 19, 2001, the AG Plaintiffs filed the AG Action in the DuPage County Court seeking (a) recovery of the State of Illinois' response and investigatory costs; (b) remediation of the Lockformer Site; (c) an order requiring Met-Coil to pay the cost of connecting certain households to municipal water supplies; (d) injunctive relief; and (e) civil penalties. On August 23, 2001, the Village of Lisle intervened in the AG action to seek reimbursement of costs to connect certain households to municipal water supplies. (Kuoni Decl. ¶ 14.)

13. On October 4, 2001, the USEPA filed an administrative order under CERCLA that required Lockformer and Met-Coil to conduct remediation at the Lockformer Site. As a result of these actions, both the USEPA and IEPA began overseeing the investigation and remediation at the Lockformer Site. (Kuoni Decl. ¶ 18.)

THE PROPERTY DAMAGE ACTIONS

14. In 2000, the LeClercq Class Action was commenced in the Illinois District Court on behalf of 187 homeowners in neighborhoods around the Lockformer Site. The class sought damages under both federal environmental statutes for remediation of their property and under Illinois common law for diminution of value of their property and punitive damages. The LeClercq Class Action proceeded to trial in May 2002, and during the trial's pendency, the parties reached a settlement. Without any admission of liability, class members were paid approximately $10 million to resolve the matter. (Kuoni Decl. ¶ 19.)

15. In the DeVane action, eleven plaintiffs alleged property damage and nuisance relating to the alleged contamination of their properties and drinking water wells. The action proceeded to trial in June 2003 against Met-Coil and Honeywell (Mestek was dismissed as a defendant), and the jury returned a verdict in favor of plaintiffs on July 11, 2003 for $368,500.00 in compensatory damages against Met-Coil and Honeywell for diminution of value to plaintiffs' properties and $2,000,000.00 in punitive damages against Met-Coil. (Kuoni Decl. ¶ 20.)

16. The Mejdrech Litigation mirrors the allegations and claims of the LeClercq Class Action except that they are on behalf of approximately 1,400 homeowners whose properties are located farther from the Lockformer Site. The Mejdrech Class was certified on August 12, 2002, and the trial was scheduled to commence on September 8, 2003. (Kuoni Decl. ¶ 21.)

THE PERSONAL INJURY ACTIONS

17. Since 2001, Met-Coil has been named as a defendant in six personal injury actions in which plaintiffs, Anne Schreiber, Daniel Pelzer, Sally Pepping, Deborah Meyer, individually and as executrix of the Estate of Nicholas Meyer, deceased, and as mother and next friend of Derek Meyer a minor, and Danielle Meyer, a minor, Laura Wroble, Virginia Hallmer and Denise Ehrhart, allege that they were injured from TCE emanating from the Lockformer Site. Specifically, the plaintiffs allege that the exposure to TCE caused their diseases which include non-Hodgkin's lymphoma, kidney disease, cervical cancer, infertility problems, and autoimmune disorders. The Debtor has denied liability. (Kuoni Decl. ¶ 22.)

THE HONEYWELL CLAIMS

18. The claims asserted against the Debtor and Mestek also included indemnity claims by Honeywell. The Honeywell Claims relate to the Honeywell Indemnity Agreement—a settlement reached in December 1994 between Lockformer and AlliedSignal, Honeywell's predecessor, in which Lockformer agreed to indemnify AlliedSignal for losses relating to the alleged TCE contamination at the Lockformer Site in exchange for payments relating to the TCE investigation and remediation costs. Met-Coil has since indemnified Honeywell in excess of $1.9 million on demands of approximately $2.6 million for Honeywell's separate liability and defense costs relating to the various TCE-related litigation. (Kuoni Decl. ¶¶ 76-78.)

CHAPTER 11 FILING

19. The TCE-related lawsuits had a material adverse effect on the Debtor's business. The legal costs associated with, and resources dedicated to defending, TCE lawsuits alone threatened the Debtor's survival. The Debtor filed its Chapter 11 Case to stem the flood of TCE litigation and to preserve itself as a viable business, buying from its vendors, selling products to its customers, and providing good jobs to its employees. In addition, the Debtor intends to complete the remediation of TCE at the Lockformer Site, connect certain homes to municipal water supplies, and compensate its tort and contract Claimholders, all of which would have been unlikely had the Debtor liquidated instead of filing for relief under Chapter 11 of the Bankruptcy Code. (Kuoni Decl. ¶¶ 25-77.)

THE PROPOSED PLAN

20. The Plan provides the means for resolution of the demands of the governmental authorities, the settlement of all pending TCE-related litigation claims, the settlement of Future TCE Demands, and the satisfaction of Claims against the Debtor, all of which will enable the Debtor to emerge from the Chapter 11 Case as a viable business. (Kuoni Decl. ¶¶ 25-27.)

21. The Debtor will fund the distributions under the Plan primarily from the proceeds of (a) the sale of 100% of the Reorganized Debtor's New Common Stock; (b) assignments of (i) the proceeds of unsettled Claims arising under the Insurance Policies for TCE Claims after the Effective Date and (ii) the Contribution Actions; and (c) the settlement of the Recovery Actions and TCE PI Trust Claims resulting from the issuance of the TCE Channeling Injunction and the approval of the releases of Protected Parties and Recovery Actions (collectively, the "Sale Assets"). (Kuoni Decl. ¶ 30.)

22. To ensure that the Debtor is receiving fair and reasonably equivalent value under the Plan, the Debtor filed a Motion for Entry of an Order (A) Approving Procedures for the Consideration of Alternative Plan Proposals and the Selection of a Winning Plan Sponsor and (B) Approving Form and Manner of Notice of Alternative Plan Procedures. The Sale Procedures Order was entered on June 22, 2004. (Docket No. 956)

23. Mestek, on behalf of itself and the Mestek Affiliates, made an "opening bid", namely the Restructuring Transaction Consideration, for the Sale Assets. The Restructuring Transaction Consideration is at least $54 million and includes, in addition to the proceeds of the settlements with the Post-Petition Settling Insurers (as defined herein) (a)

funding of all amounts necessary under the Plan, including the Unsecured Claims Distribution Fund, the TCE PI Trust Claims Distribution Fund, the Mejdrech Settlement Amount, the Schreiber Settlement Amount and, to the extent necessary, any additional amount necessary to adequately capitalize the Reorganized Debtor or otherwise fund the Plan; (b) a guaranty of up to $3,000,000.00 of the environmental remediation of the Lockformer Site; (c) approximately $2,000,000.00 to pay to connect several homeowners to municipal water; and (d) the contribution of Mestek's secured Class 3.2 Claims and unsecured Class 4.2 Claims. (Kuoni Decl. ¶ 32; Shea Decl. ¶ 18.)

24. In accordance with the Sale Procedures Order, the Debtor has engaged in efforts to market the Sale Assets. The Debtor made reasonable efforts to identify potential buyers itself, and received a list of potential buyers from the financial advisor to the Committee. The Debtor also received inquiries from business brokers. (Kuoni Decl. ¶ 33.)

25. On or about January 5, 2004, the Debtor sent letters to the companies identified as being potential buyers of the Sale Assets. None of the recipients of the letter expressed any interest in submitting a bid for the Sale Assets. (Kuoni Decl. ¶ 33.)

26. On June 29, 2004, the Debtor served a notice of the sale of the equity of the Reorganized Debtor on all parties receiving a package of solicitation materials in accordance with the Sale Procedures Order and prospective purchasers identified by the Debtor and the Committee. (Kuoni Decl. ¶ 36.)

27. The Debtor received no Alternative Plan Proposals on or before the Alternative Plan Proposal Deadline, namely July 12, 2004. Because no Alternative Plan Proposals, qualified or otherwise, were submitted by the Alternative Plan Proposal Deadline, the

Debtor did not conduc the Auction, and the Debtor named Mestek the Winning Plan Sponsor. (Kuoni Decl. ¶ 37.)

28. The Plan satisfies the requirements of a "new value" plan. Under the Plan, Mestek, or its assignee, will acquire the equity of the Reorganized Debtor because of its substantial contributio to the Plan. Mestek's bid in the amount of the Restructuring Transaction Consideration to consummate and fund the Plan represents the highest and best offer received in accordance with the Sale Procedures Order. The Debtor's marketing efforts were adequate and appropriate, and the Sale Assets were fairly and fully exposed to the market in order to determine whether anyone was interested in bidding an amount in excess of the Restructuring Transaction Consideration offered by Mestek. No Alternative Plan Proposal was offered or filed. The Restructuring Transaction Consideration exceeds the market value of the Sale Assets. (See Kuoni Decl. ¶ 38.)

VALUE OF THE REORGANIZED MET-COIL NEW COMMON STOCK

29. On November 20, 2003, the Bankruptcy Court authorized the Debtor to employ CBIZ, effective as of October 31, 2003, as the Debtor's valuation consultant. CBIZ is one of the largest and well-regarded full-service valuation firms in the United States, with experience providing valuations of both tangible and intangible assets in a wide range of industries, including Met-Coil's. (Kuoni Decl. ¶ 40.)

30. CBIZ evaluated the Debtor and its business operations, as reorganized, to arrive at a valuation of 100% of the common equity of the Reorganized Debtor, essentially its enterprise value, as of September 30, 2003. In calculating such valuation, CBIZ assumed that the Reorganized Debtor will have no outstanding liabilities for personal injuries or

property damage resulting from the alleged TCE contamination, but would have a continuing obligation to remediate the alleged contamination at the Lockformer Site. Based upon CBIZ's valuation, the fair market value of 100% of the common equity of the Reorganized Debtor as of September 30, 2003, is approximately $13,900,000.00, excluding the estimated costs of remediation, and $10,200,000.00 if the estimated costs of remediation remain an obligation of Met-Coil. (Kuoni Decl. ¶ 41; Stephens Decl. ¶ 10.)

VALUE OF THE INSURANCE RECOVERIES

31. Under the Plan, as the Winning Plan Sponsor, Mestek is entitled to an assignment of the proceeds of all TCE-related insurance policies to the extent settlements have not been reached with the insurance companies as of the Effective Date. As of the Confirmation Date, the Debtor has settled its disputes with all such insurance companies and will use the $16,900,000 in settlement monies as additional monies to fund the Plan. As a result, Mestek will receive no assignments of the policies or proceeds of such Insurance Policies. Furthermore, Mestek and Formtek have agreed to waive their rights to the proceeds of such insurance settlements provided that the Plan is confirmed. (Kuoni Decl. ¶ 42.)

VALUE OF THE CONTRIBUTION ACTIONS

32. Under the Plan, as the Winning Plan Sponsor, Mestek is entitled to an assignment of the Contribution Actions. In the LeClercq Contribution Action and the Mejdrech Contribution Action, Met-Coil alleges that the Contribution Third-Party Defendants allowed TCE and other hazardous substances to be released, and that those releases contributed to the alleged contamination in the groundwater in the vicinity of the Lockformer Site.

33. Based on the current posture of the Contribution Actions, the significant amount of discovery that has yet to be completed, the uncertainties associated with the litigation process, and the extremely expensive and burdensome nature of litigating the Contribution Actions to judgment, an accurate valuation of the Contribution Actions cannot be made with any reasonable degree of certainty other than to indicate that the value is speculative at best. (Kuoni Decl. ¶ 46.)

THE SETTLEMENTS INCORPORATED INTO THE PLAN –

The Enforcement Actions

34. On or about July 21, 2004, the Debtor and Mestek agreed to the entry of a Consent Decree in the IAG Action with the Attorney General of Illinois, the Illinois Environmental Protection Agency, the DuPage County State's Attorney, and the Village of Lisle with respect to the remediation of the Lockformer Site, the Hook-Ups, and their respective pre-petition Claims and post-petition Claims. (Kuoni Decl. ¶ 62.) The DuPage County Court entered the Consent Decree on July 26, 2004.

35. With respect to the pre-petition Claims of the Illinois AG, the Debtor agreed to provide, and the Illinois AG agreed to accept, $24,953.53, in full and final settlement of its pre-petition claim if the Plan is confirmed and such payment is made a part of the first distribution to holders of Allowed Class 4.3 Claims under the Plan. The pre-petition Claims of the DuPage County State's Attorney and the Village of Lisle will be allowed in the respective amounts of $28,620.65 and $146,488.45, and the DuPage County State's Attorney and the Village of Lisle have agreed to waive their respective rights to a distribution if the Plan is confirmed. (Kuoni Decl. ¶ 63.)

36. As part of the settlement, the Illinois AG, DuPage County State's Attorney and the Village of Lisle also shall hold an Allowed Administrative Claim for the reasonable costs they incurred on or after August 26, 2003, in direct relation to their oversight of the remediation of the Lockformer Site, which the Debtor will pay in accordance with the Plan, subject to the Debtor's or the Reorganized Debtor's reasonableness review. (Kuoni Decl. ¶ 64.)

37. In addition, the Debtor and Mestek entered into an agreement with the Village of Woodridge regarding certain Hook-Ups to the Village of Woodridge's municipal water supply. (Kuoni Decl. ¶ 65.)

38. The negotiations of the settlement agreements were arms' length and conducted in good faith. Given the Debtor's potential liability, the circumstances surrounding the AG Action and the substantial attorneys' fees and expenses incurred and to be incurred in the AG Action, the resolution of the AG Action is reasonable and in the best interests of the Estate and Creditors.

The Mejdrech Class Action

39. As set forth in the letter agreement dated August 29, 2003 (the "August 29, 2003 Letter Agreement"), the Debtor, Mestek and counsel for the Mejdrech Class reached a settlement in principle that requires, *inter alia*, Met-Coil and Mestek to pay $12,500,000.00 to the Mejdrech Class in full and complete satisfaction of all claims, including claims for attorneys' fees and expenses, that the Mejdrech Class has asserted against the Debtor and Mestek, exclusive of the Hook-Ups and the costs of remediation of the Lockformer Site. The settlement is contingent upon, *inter alia*, confirmation of the Plan. (Kuoni Decl. ¶ 67.)

40. On July 14, 2004, the Debtor, Mestek, Honeywell, and the Mejdrech Class entered into the Settlement Agreement and Limited Release, which was preliminarily approved by the Illinois District Court on July 15, 2004. (Kuoni Decl. ¶ 68.)

41. The settlement negotiations were arms' length and conducted in good faith. Based on the circumstances surrounding the Mejdrech Litigation, the Debtor's potential exposure to significant compensatory and punitive damages and the substantial attorneys' fees and expenses incurred and to be incurred, the settlement of the Mejdrech Litigation is reasonable and in the best interests of the Estate and Creditors.

The Personal Injury Cases

42. The Illinois District Court consolidated the personal injury cases involving plaintiffs Pelzer and Popping, the Meyer family, Wroble, Hallmer, and Ehrhart for purposes of discovery. Although the Debtor and Mestek believe that the plaintiffs in these cases face an uphill battle in establishing that their alleged injuries resulted from TCE exposure emanating from the Lockformer Site, the plaintiffs are seeking large jury awards, including punitive damages. The Debtor and Mestek have entered into settlement agreements with each of these plaintiffs ranging from $30,000 to $200,000. Generally, the settlement amounts correspond to the dollar amounts such plaintiffs would be entitled to under the TCE PI Trust. (Kuoni Decl. ¶ 70.)

43. Discovery in the Schreiber Litigation was set to close on October 1, 2003, with a jury trial scheduled to begin on March 1, 2004. As set forth in the August 29, 2003 Letter Agreement, the Debtor, Mestek and counsel for Schreiber reached a settlement in principle that requires, *inter alia*, Met-Coil and Mestek to pay $6,000,000.00 to Schreiber in full and complete

satisfaction of all claims, including claims for attorneys' fees and expenses, that Schreiber has asserted against the Debtor and Mestek. (Kuoni Decl. ¶ 71.)

44. The negotiations of the above settlement agreements were arms' length and conducted in good faith. Based on the circumstances surrounding the personal injury litigation, the Debtor's potential exposure to significant compensatory and punitive damages and the substantial attorneys' fees and expenses incurred and to be incurred, the settlement of all of the foregoing personal injury litigation is reasonable and in the best interests of the Estate and Creditors.

The Insurance Settlements

45. Prior to and after the Petition Date, the Debtor, Lockformer, and Mestek were embroiled in litigation with Travelers, insurance companies affiliated with American International Group including New Hampshire Insurance Company, and National Union Fire Insurance Company of Pittsburgh, PA (collectively, "AIG"), those companies making up OneBeacon Insurance Group, including but not limited to Potomac Insurance Company, now known as Pennsylvania General Insurance Company (collectively, "OneBeacon") and Westchester Fire Insurance Company and Pacific Employers Insurance Company (collectively, "ACE" and together with Travelers, AIG and OneBeacon, the "Post-Petition Settling Insurers") relating to coverage disputes under insurance policies involving the Lockformer Site. Over the course of two and one-half years, the Debtor has incurred over $1 million in attorneys' fees and costs to defend and prosecute the insurance-related litigation. (Kuoni Decl. ¶ 73.)

46. The Insurance Policies issued by the Post-Petition Settling Insurers provided for $10,600,000 in primary policy limits, subject to varying retained limits and self-insured retentions, and $100,000,000 in excess or umbrella policy limits. To date, the Post-Petition Settling Insurers have each asserted that there was no coverage with respect to the Debtor's alleged liability for the TCE Claims, under the primary or umbrella policies, due to, including, without limitation, one or more of the following factors: (a) application of a "horizontal allocation" of the estimated potential liability for all underlying actions spread over at least 30 years limited possible insurance recoveries for each particular policy year to less than $2 million per year (in other words, the Debtor could not obtain more than $2 million per policy year per policy); (b) certain policies, both primary and umbrella, had absolute pollution exclusions enforceable against all claims, bodily injury and property damage claims or bodily injury or property damage claims; (c) depending upon whether Illinois or Iowa law would apply to enforcement of the pollution exclusion to trespass and nuisance claims, certain policies would exclude all trespass and nuisance claims; (d) no umbrella policies issued by any insurer would apply unless all primary insurance issued by all insurers had been exhausted; (e) the existence of certain policies could not be proven based on a complete lack of documentary or extrinsic evidence; (f) certain policy's per occurrence limits would limit "stacking of per occurrence limits to access the aggregate limits"; and (g) certain defense costs were incurred without consent and for amounts beyond insurers' regularly reimbursed rates. (Berkeley Decl. ¶ 4.)

47. On January 28, 2004, the Debtor filed motions to approve separate settlement agreements with Travelers and AIG (Docket Nos. 526 and 529, respectively). On July 14, 2004 and July 21, 2004, the Debtor also filed motions to approve settlement agreements

with OneBeacon and ACE relating to coverage under their policies (Docket Nos. 1075 and 1105, respectively). The aggregate amount of the settlements with the Post-Petition Settling Insurers is $16,900,000.00, which the Debtor will use to fund the Plan. Through the settlements with the Post-Petition Settling Insurers, the Debtor will obtain recovery of 100% of available primary coverage and approximately 67% of the outstanding defense costs. (Berkeley Decl. ¶ 6.)

48. The negotiations of the settlement agreements were arms' length and conducted in good faith. Based on the circumstances surrounding the insurance litigation and the substantial attorneys' fees and expenses incurred and to be incurred, the settlements with the Post-Petition Settling Insurers are reasonable and in the best interests of the Estate and Creditors.

The Honeywell Settlement

49. In March 1993, Lockformer commenced an action against AlliedSignal seeking recovery of investigation and remediation costs related to TCE contamination at the Lockformer Site. On or about December 6, 1994, Lockformer, Met-Coil, and AlliedSignal, on behalf of itself and its successors such as Honeywell, entered into the Honeywell Indemnity Agreement. Lockformer agreed to "defend, hold harmless, and indemnify AlliedSignal from all claims, demands, damages, expenses, costs, attorneys' fees, actions and liabilities of any kind and nature" including those "brought by any person or entity, private, governmental or otherwise" for any "act or omission on the part of AlliedSignal."

50. Since the Petition Date, Mestek, Formtek and the Debtor have filed an action against Honeywell in the Bankruptcy Court for, among other things, a declaratory judgment that neither Mestek nor Formtek are liable under the Honeywell Indemnity Agreement. Honeywell filed an action against Mestek and Formtek in the Illinois District Court seeking a

declaratory judgment that they are liable under the Honeywell Indemnity Agreement. Upon Mestek's and Formtek's summary judgment motion, the Bankruptcy Court held that neither Mestek nor Formtek is liable under the Honeywell Indemnity Agreement. Honeywell has filed an objection. If Honeywell is successful in its actions against Mestek and Formtek, Mestek likely would not contribute to the Plan. (Shea Decl. ¶ 23.)

51. Honeywell, Mestek and the Debtor have reached a settlement agreement, whereby (a) Honeywell shall have an Allowed Claim in the aggregate amount of $5,600,000.00 and receive a distribution of $2,500,000.00 on account of such claims; (b) Mestek and Honeywell will enter into a supply agreement for certain products; (c) Honeywell will not object to the Plan; (d) the parties will execute comprehensive mutual releases; and (e) the Honeywell Indemnity Agreement will be deemed null and void.

52. During the course of these negotiations, Honeywell and the Future Claimants' Representative, on behalf of the TCE PI Trust, requested releases from each other. In order to accommodate this request, the parties agreed to request that the Confirmation Order contain such a provision.

53. The negotiation of the settlement agreement was arms' length and conducted in good faith. Based upon the pending litigation, the potential ongoing exposure under the Honeywell Indemnity Agreement and the substantial attorneys' fees and expenses incurred and to be incurred, the settlement with Honeywell is reasonable and in the best interests of the Estate and Creditors.

The Pre-Petition Settling Insurers

54. After the Petition Date, the Debtor also entered into settlement discussions with One Beacon, Wausau Underwriters Insurance Co./Employers Insurance Co. of Wausau ("Wausau"), Columbia Casualty Company ("Columbia"), Unigard Insurance Co. ("Unigard") and Hartford Accident and Indemnity Company and Twin City Fire Insurance (as more fully defined in the settlement agreement executed before the Petition Date by and among Hartford Accident and Indemnity Company, Twin City Fire Insurance, the Debtor, Mestek and other Affiliates, "Hartford," collectively with One Beacon, Columbia, Unigard and Wausau, the "Pre-Petition Settling Insurers"). The Debtor, Mestek and other related entities had entered into settlement agreements with these insurance companies prepetition that required the Debtor to indemnify them under certain circumstances. Post-bankruptcy, the Debtor and each of these insurance companies entered into agreements whereby the insurance companies will receive the benefits of the TCE Channeling Injunction in exchange for waivers of any indemnification claims against the Debtor or Mestek, under certain circumstances. These agreements allow the Debtor to avoid ongoing costs under the indemnification agreements and disputing any such indemnification agreements and claims.

55. The negotiations of the agreements were arms' length and conducted in good faith. Based upon the potential ongoing exposure under the settlement agreements with the Pre-Petition Settling Insurers, such settlements are reasonable and in the best interests of the Estate and Creditors.

The Recovery Actions

56. The Mestek Affiliates will receive a release under the Plan of the Recovery Actions. Recovery Actions include the Alter-Ego Claims (claims under alter-ego, corporate veil, vicarious liability, unity of interest, de facto merger, substantive consolidation, and similar theories), breach of fiduciary claims, and other causes of action for any debt of Met-Coil, or relating to Met-Coil.

57. After an extensive factual and legal analysis of the Alter Ego Claims, and a consideration of the other Recovery Actions, the Debtor determined that the Recovery Actions have limited value to the Estate. Likewise, after conducting extensive discovery concerning the Recovery Actions, the Committee agreed to support the Plan as proposed. Finally, the Future Claimants' Representative, after analysis of the value and likelihood of success of the Recovery Actions against Mestek, concluded that the holders of Future TCE Demands were best served by resolving such Recovery Actions in exchange for Mestek's contribution to the funding of the TCE PI Trust.

58. While the Estate could prevail on one or more of the Recovery Actions, Mestek has substantial defenses. Therefore, the outcome of such litigation is highly uncertain, such litigation would be very expensive and burdensome to the Debtor, with the total cost of Alter Ego Claims alone likely to range between $1,100,000.00 to $1,500,000.00, and it would take many months to litigate such claims, perhaps as long as two years or more. (Kuoni Decl. ¶ 51.)

59. The negotiations surrounding the settlement of the Recovery Actions were arms' length and conducted in good faith. Based on the circumstances surrounding the litigation of the Recovery Actions, including the costs of litigation, the delay in recovery and the significant consideration to be paid by the Mestek Affiliates under the Plan, the settlement and release of the Recovery Actions is in the best interests of the Estate and Creditors.

ADDITIONAL FACTUAL FINDINGS REGARDING TCE CHANNELING INJUNCTION, THE PROTECTED PARTY RELEASE, AND THE RELEASE OF RECOVERY ACTIONS

The Future Claims Representative

60. On October 20, 2003, the Bankruptcy Court appointed a Future Claimants' Representative, Professor Eric D. Green, to represent and protect the rights of Future TCE Demands. (Docket No. 205). On July 28, 2004, the Bankruptcy Court entered a supplemental Order clarifying the scope of the appointment of the Future Claimants' Representative to represent and protect the interests of the holders of Future TCE Demands. (Docket No. 1161.)

61. Professor Green has years of experience in the area of mass tort litigation, complex litigation, negotiation and mediation on behalf of future claimants in the context of Chapter 11 cases. To assist Professor Green in his representation of holders of Future TCE Demands, the Bankruptcy Court approved the retention of Young Conaway Stargatt & Taylor, LLP to act as his counsel, Analysis, Research & Planning Corporation ("ARPC") to analyze and quantify the TCE PI Trust Claims, Exponent, Inc. ("Exponent"), as toxicologists and epidemiologists, to analyze and produce studies and estimates of potential health problems and accompanying damages allegedly resulting from TCE exposure, and Dr. Jonathan F. Sykes ("Dr. Sykes"), as a hydrology expert and consultant, to create a model of the footprint of the TCE

contamination allegedly released from the Lockformer Site, analyze the levels of the alleged TCE contamination detected in well samples previously obtained, and model the historic and anticipated future progression of TCE. (Green Decl. ¶¶ 5-35.)

62. The Future Claimants' Representative has concluded that there are 365 properties that may be affected by TCE in the future. Based upon census data, the Future Claimants' Representative projected an approximate number of persons that may be exposed to TCE allegedly originating from the Lockformer Site, estimated the number of expected diagnoses for the exposed, surviving population, and quantified the range of TCE PI Trust Claims over time. Professor Green's estimated range is based upon the projection of potential recoveries that claimants might expect to receive in the court system, considering the risks and costs, if claimants were to assert claims against the Debtor for alleged personal injuries caused by exposure to TCE allegedly originating from the Lockformer Site. Professor Green's conclusions are fair and based upon a complete and reasonable analysis. (Green Decl. ¶¶ 27-35.)

63. The Future Claimants' Representative also negotiated with the Debtor and Mestek the terms of the TCE PI Trust and the TCE PI Trust Distribution Procedures described below. The terms of the TCE PI Trust and TCE PI Trust Distribution Procedures as negotiated by the Future Claimants' Representative provide fair and adequate means and mechanisms for the protection of the rights and interests of holders of Future TCE Demands. In all respects, the Future Claimants' Representative fully, fairly, and adequately represented the interests of the holders of Future TCE Demands in the Chapter 11 Case. (Green Decl. ¶¶ 36-42.)

64. The Debtor is likely to be subject to TCE PI Trust Claims that are the subject of the TCE PI Trust and the TCE Channeling Injunction. The numbers and timing of such TCE PI Trust Claims, however, cannot be determined. The pursuit of TCE PI Trust Claims outside the procedures prescribed by the Plan is likely to threaten the Plan's purpose to deal equitably with the TCE PI Trust Claims. (Green Decl. ¶¶ 43-46.)

65. On the Effective Date, a portion of the consideration provided by Mestek and the Post-Petition Settling Insurers will be used to fund the TCE PI Trust. The purpose of the TCE PI Trust is to (a) assume all liabilities for a 45 year period with respect to the TCE PI Trust Claims and (b) use its assets and income to pay the Trust Expenses and the holders of TCE PI Trust Claims in accordance with the TDP in such a way that such holders are treated fairly, equitably and reasonably in light of the limited assets available to satisfy such Claims.

66. The creation and funding of the TCE PI Trust as well as the TDP are fair, reasonable and adequate and based upon arms' length negotiations among the parties. Pursuant to the TDP, the TCE PI Trust will operate through a structured determination and distribution system designed to ensure the TCE PI Trust will provide fair compensation with regard to TCE PI Trust Claims, while at the same time retaining sufficient assets to satisfy future claims.

67. In consideration for funding and other consideration provided to the Plan and the TCE PI Trust, the Debtor, the Reorganized Debtor, Mestek, the Mestek Affiliates, the Future Claimants' Representative, the Settling Insurers, all other Protected Parties and each of their respective Representatives are entitled, under the Plan, to relief from TCE PI Trust Claims through the TCE Channeling Injunction, a release of Protected Parties and a release of Recovery Actions. This Court has authority to approve the TCE Channeling Injunction and releases under

Sections 105(a) and 1123(b)(6) of the Bankruptcy Code.

68. The TCE PI Trust shall immediately terminate after the first to occur of the following events: (i) the later of (a) the 45th anniversary after the Effective Date of the Plan or (b) such later date as may be determined by the Trustee; provided, however, that in the event that the Trustee elects to continue the TCE PI Trust after the 45th anniversary of the Effective Date, the Protected Parties shall continue to have the benefits of the TCE Channeling Injunction but shall have no further funding obligations; or (ii) if the Reorganized Debtor or Mestek fail to make a payment required under the TCE PI Trust Funding Agreement and fail to cure the payment default in thirty (30) days, the Reorganized Debtor and Mestek shall be in default and the TCE PI Trust shall be entitled to immediately liquidate all of the collateral and demand immediate payment of remaining amounts, if any, due to the TCE PI Trust pursuant to the TCE PI Trust Funding Agreement. If the Reorganized Debtor and Mestek fail to pay any remaining amount due after liquidation of the collateral within thirty (30) days after receiving written notice of such amount from the Trustee, the TCE Channeling Injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

69. The Trustee, only with the consent of the Future Claimants' Representative, Mestek, and the Reorganized Debtor, may terminate the TCE PI Trust because (i) the Trustee deems it unlikely that new TCE PI Trust Claims will be filed against the TCE PI Trust, (ii) all TCE PI Trust Claims duly filed with the TCE PI Trust have been liquidated and paid to the extent provided in the TCE PI Trust Agreement and the TDP, and (iii) more than twelve (12) consecutive months have elapsed during which no new TCE PI Trust Claim has been filed with the TCE PI Trust. In the event of such a termination, the TCE Channeling Injunction

shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

70. In the event of termination of the TCE PI Trust for any reason, the previous determinations of payments made by, and settlements of TCE PI Trust Claims by the TCE PI Trust (including, but not limited to, claim liquidation, claim rejection, decisions by the Claims Resolution Panel, and arbitration decisions) and the releases delivered by claimants to the TCE PI Trust shall continue to apply to the Reorganized Debtor and the Mestek Affiliates.

71. Provided the Reorganized Debtor and Mestek are not in default of their respective obligations to the TCE PI Trust, upon termination of the TCE PI Trust, any funds remaining in the TCE PI Trust will revert to Mestek.

72. The Bankruptcy Court proposes and recommends the following findings of fact and conclusion of law:

a. The consideration paid for the TCE Channeling Injunction and releases is substantial and fair. The TCE Channeling Injunction and releases are necessary to the reorganization of the Debtor. The TCE Channeling Injunction, the release of Protected Parties, and the release of Recovery Actions as to Mestek and the Mestek Affiliates, as set forth in the Plan, are appropriate and are authorized by Sections 1123(b)(6) and 105(a) of the Bankruptcy Code.

b. The TCE Channeling Injunction, the release of Protected Parties, and the release of Recovery Actions as to the Mestek Affiliates are appropriate because there exists an identity of interest among the Mestek Affiliates, the Settling Insurers, and the Debtor. Mestek and Formtek are the Debtor's indirect and direct parents, and the Settling Insurers are the Debtor's direct liability insurers and Mestek's and Formtek's indirect insurers. The personal