

Exhibit "C"

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of August 27, 2003 by and between Formtek, Inc., a Delaware corporation ("Formtek") and Met-Coil Systems Corporation, a Delaware corporation, debtor-in-possession ("Met-Coil").

RECITALS

A. Formtek, a subsidiary of Mestek, Inc. ("Mestek"), is engaged in the business of manufacturing and selling metal forming and fabricating equipment and services through multiple subsidiaries and a division (the "Metal Forming Segment"). Met-Coil is an operating subsidiary of Formtek. Met-Coil is engaged, through its two divisions, Lockformer and Iowa Precision, in producing equipment and providing services to the HVAC, sheet metal contractor market and other users of metal forming and fabricating equipment some of which is complementary to the products of the other business units of the metal Forming Segment.

B. Pursuant to practice and agreement, Formtek has historically provided certain services for the business units of the Metal Forming segment, including those of Met-Coil.

C. On August 26, 2003, Met-Coil filed a petition for reorganization under Chapter 11 of the Bankruptcy Code, as amended in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), case no. 03-12676 (the "Bankruptcy Case").

D. By virtue of the Bankruptcy Case, Formtek, on the one hand, and Met-Coil, on the other hand, desire to enter into a written agreement memorializing their prior oral agreement relating to the services to be provided to Met-Coil by Formtek, by identifying the services to be provided and setting forth the charges therefor, all as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Formtek and Met-Coil hereby agree as follows:

1. Services to be provided by Formtek. During the Term (as herein defined), Formtek agrees to provide the following services (collectively, "Formtek Services") to Met-Coil, or as requested by Met-Coil, from time to time:

(a) Sales and marketing services, including: the development of domestic and international marketing plans; the development of sales tools, programs and training; sales administration; assistance with marketing communication; assistance with trade shows and advertising; providing content

for and assistance with Web sites; providing market analysis and information necessary to market development; providing market management and identifying cross-selling opportunities whereby customers of other members of the Metal Forming Segment are identified as potential customers for Met-Coil's products and whereby Met-Coil's customers are identified as potential customers for products of other members of the Metal Forming Segment ("Sales and Marketing Services");

(b) International sales and field service services, including providing the offices and services of a sales force dedicated to selling products of the Metal Forming Segment in markets in Mexico, Europe and Asia and providing dedicated and trained installation and field service capabilities ("International Sales Services");

(c) International sourcing of parts, components, subassemblies and equipment ("International Sourcing Services"); and

(d) up to 300 hours per month of product quotation, application and development services, including new product development, product improvement, product line profiling, tooling design and application and other engineering services, on a project-specific basis ("Engineering Services").

2. Fees and Charges to Met-Coil. In consideration of the rendering of the Formtek Services, Met-Coil agrees to pay Formtek a monthly fixed fee (the "Fixed Fee") in the amount of \$80,000, for purposes of this agreement the month of September 2003 shall include August 2003, post petition days. For Engineering Services in excess of 300 hours in any given month (after crediting any hours unused from prior months) ("Additional Engineering Services") Met-Coil agrees to pay Formtek the costs actually incurred by Formtek (which charges shall include costs incurred by its divisions and subsidiaries) based upon hours reported for the applicable projects multiplied by a fixed hourly rate of \$50.00.

3. Certain Charges by Met-Coil to Formtek. Certain persons that are involved in providing Sales and Marketing Services and International Sales Services on behalf of Formtek conduct their activities out of the facilities of Met-Coil's IPI Division in Cedar Rapids, Iowa, and are administratively paid through the payroll of Met-Coil. Formtek agrees to pay the percentage of the actual cost of salary and fringe benefits of these persons set forth below, together with a pro rata share of the office expenses (including rent) allocable to the activities conducted by such persons:

Ray Balkeman:	60%
John Toben:	100%
Sharon DePenning:	60%
Judy Vanek:	90%

4. Intercompany Sales. Sales of goods and services by any Formtek division or subsidiary to Met-Coil, or by Met-Coil to any other division or subsidiary of Formtek,

shall be made as agreed between the applicable divisions or subsidiaries and set forth in a writing, in accordance with pricing policies applied generally by Formtek to intercompany sales among its divisions and subsidiaries.

5. Payments. Met-Coil shall pay Formtek the Fixed Fee set forth in Section 2 above on the first day of each month, in advance. Formtek shall invoice Met-Coil monthly with respect to any Additional Engineering Services rendered during the preceding month as set forth in Section 2 above. Met-Coil shall invoice Formtek monthly with respect to the charges incurred with respect to the matters set forth in Section 3 above. All invoices shall be due and payable upon receipt.

6. Term. Subject to authorization by the Bankruptcy Court, the term of this Agreement (the "Term") shall commence as of the 27th day of August 2003 and shall terminate on the first to occur of (w) the date of entry of a final order by the Bankruptcy Court, if any, confirming a Plan of Reorganization in the Bankruptcy Case, (x) the date, if any, on which the Bankruptcy Case shall have been converted to a case under Chapter 7 of the Bankruptcy Code, and (y) June 30, 2004; further subject to any extension of this Agreement of up to twelve (12) months by further written agreement of the parties.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

8. Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

9. Counterparts This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

10. Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

11. Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that State.

12. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the

parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

13. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party.

14. Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

15. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

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

MET-COIL SYSTEMS CORPORATION

FORMTEK, INC.

By: _____

By: _____