

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
Met-Coil Systems Corporation,)	Case No. 03-12676(MFW)
Debtor.)	

**AFFIDAVIT OF DOUGLAS R. OELSCHLAEGER IN SUPPORT OF
EMPLOYMENT AS PROFESSIONAL TO RENDER SERVICES
IN THE ORDINARY COURSE OF BUSINESS**

STATE OF IOWA)
) ss:
COUNTY OF LINN)

The undersigned, Douglas R. Oelschlaeger, being duly sworn, upon his oath, deposes and says:

1. I am an attorney admitted to practice in the State of Iowa. I am a member of the firm of Shuttleworth & Ingersoll, PLC which maintains offices at 115 Third Street S.E., Cedar Rapids, Iowa, 52401 (the "**Professional**").
2. Prior to the commencement of the above-captioned chapter 11 case (the "**Case**") by Met-Coil Systems Corporation, debtor and debtor in possession (the "**Debtor**"), the Debtor retained the Professional to provide advice and assistance in connection with a suit pending in State Court in Iowa, captioned:

**TRAVELERS CASUALTY & SURETY COMPANY and THE TRAVELERS
INDEMNITY COMPANY OF ILLINOIS,**

Plaintiffs,

vs.

MET-COIL SYSTEMS CORPORATION, THE LOCKFORMER COMPANY, a Division of the Met-Coil Systems Corporation, MESTEK, INC., ACE PROPERTY AND CASUALTY INSURANCE COMPANY, ONE BEACON INSURANCE COMPANY, previously known as CGU INSURANCE COMPANY, as successor in interest to POTOMAC INSURANCE COMPANY and parent company of GENERAL ACCIDENT INSURANCE COMPANY, COLUMBIA CASUALTY COMPANY, THE HARTFORD ACCIDENT & INDEMNITY COMPANY, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, NEW HAMPSHIRE INSURANCE COMPANY, TWIN CITY FIRE INSURANCE COMPANY, EMPLOYERS INSURANCE OF WAUSAU, and UNIGARD INSURANCE COMPANY,

Defendants.

3. The Debtor owes the Professional approximately \$630.25 for prepetition services rendered from June 1, 2003 through August 31, 2003.

4. The Debtor has requested that the Professional provide legal services to the Debtor postpetition, and the Professional has consented to provide such services.

5. To the best of my knowledge, the Professional has no connections with the Debtor, its creditors, other parties-in-interest, their respective attorneys or accountants, or the United States Trustee .

6. The Professional may have performed services in the past, and may perform services in the future, in matters unrelated to the Case, for persons that are parties in interest in the Case. As part of its customary practice, the Professional is retained in cases, proceedings and transactions involving many different parties, some of whom may represent or be employed by the Debtor, claimants and parties in interest in the Case.

7. I hereby represent that insofar as I have been able to ascertain, neither I nor any member of or professional employed by the Professional, holds or represents any interest adverse to the Debtor or its estate with respect to the matters on which the Professional is to be employed.

8. I understand that if in any calendar month period, the Professional incurs fees and expenses in rendering services for the Debtor in an aggregate amount which exceeds \$50,000, that, prospectively, all compensation to the Professional for fees and expenses for that calendar month shall be subject to approval by this Court upon the filing of appropriate application(s) for interim or final allowance of compensation in accordance with §§ 331 and 330 of the Bankruptcy Code.

9. No promises have been made by me, the Professional, or by any member, counsel or associate thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

10. I hereby represent that neither I, nor any member of or professional employed by the Professional has agreed to share or will share any portion of the compensation to be received from the Debtor with any other person other than the members and regular employees of the Professional, other than as permitted pursuant to § 504(b)(1) of the Bankruptcy Code.

11. If at any time during the period of its employment, the Professional should discover any facts bearing on the matters described herein, the Professional will supplement the information contained in this Affidavit.

Shuttleworth & Ingersoll PLC

By: *Dawn Cartellone*

Its: Senior Vice President

Address: 115 Third Street S.E., Cedar
Rapids, Iowa, 52401

Telephone Number: (319)365-9461
Facsimile Number: (319)365-8443

Subscribed and sworn to before me this 22
day of October, 2003.

Dawn Cartellone

Notary Public

