

EXHIBIT A

March 3, 2004

Met-Coil Systems Corporation
260 North Elm Street
Westfield, MA 01085
Attn: Charles F. Kuoni

Re: Use of Cash Collateral and DIP Financing

Dear Chuck:

As you know, Mestek, Inc. ("Mestek") is a pre-petition and post-petition lender to Met-Coil Systems Corporation (the "Debtor"). Pursuant to the Final Order Authorizing Debtor to (A) Use Cash Collateral and Grant Replacement Liens and (B) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 364(c) of the Bankruptcy Code, as subsequently on January 30, 2004 (the "Final Order"), Mestek agreed to the Debtor's use of cash collateral and the priming of its liens by the debtor-in-possession financing. Such agreement was subject to the terms and conditions of the Final Order which expires on March 31, 2004. In addition, pursuant to the Final Order, Mestek agreed to extend up to \$8 million in debtor-in-possession financing to the Debtor. This agreement also was subject to the terms and conditions of the Final Order and the terms and conditions of a certain loan agreement entered into by and between the Debtor and Mestek on August 26, 2003, as amended on or about January 30, 2004 (the "DIP Loan Agreement"), both of which expire on March 31, 2004. The Final Order and the DIP Loan Agreement provide, among other things, that Mestek may extend the termination date for the Debtor's cash collateral usage and the termination date for the debtor-in-possession financing in writing.

Subject to the terms of the Final Order and the DIP Loan Agreement and the entry of an appropriate court order:

- (a) Mestek hereby agrees to extend the termination date for use of cash collateral to and including June 30, 2004; and
- (b) Mestek hereby agrees to extend the termination date for the debtor-in-possession financing to and including June 30, 2004.

MESTEK, INC.

By: 

Its: TRUST FINANCE

