

EXHIBIT D

[Rule 2004 Document Requests to Mestek and Met-Coil]

A. INSTRUCTIONS

1. All requests are for three (3) years prior to the petition date of August 26, 2003 ("Petition Date"), unless otherwise specified. To the extent information can be provided in an electronic format, please do so. To the extent a request is duplicative of another request, the information need be provided only once. To the extent information has already been provided, please advise us of the same.

2. All information is to be divulged that is in your possession, custody or control or that of your attorneys, investigators, agents or other representatives. In answering, you must furnish all information and documents available.

3. If you cannot respond to a document request in full and you have exercised thorough diligence in an attempt to secure the document(s) requested, then you must so state. You must also explain to the fullest extent possible the specific facts concerning your inability to respond to the document request and supply whatever information or knowledge you have concerning any document request to which you fail to respond.

4. If you contend that any document requested is privileged, in whole or in part, or if you object to any document request, in whole or in part, state the reasons for such objections and identify each person having knowledge of the factual basis, if any, on which the privilege is asserted.

5. Where an individual document request calls for a document or set of documents that would be voluminous or which would involve more than one part, the documents should be produced in an organized manner so that each document is understandable.

6. These document requests are intended as continuing document requests. If you, your agents, attorneys, or other representatives acquire or become aware of other documents responsive to any of these document requests following the service of your original responses thereto, you are required to supplement your responses accordingly.

7. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.

B. DEFINITIONS

1. Unless otherwise defined, all capitalized terms shall have the same meaning ascribed to them in the Motion.

2. As used herein, the terms “and” and “or” shall be construed either disjunctively or conjunctively, whenever appropriate, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.

3. As used herein, the term “communication(s)” shall mean every method and manner of oral and written communication including, but not limited to, correspondence, telephone conversations, in-person conversations and electronic mail communications.

4. As used herein, the term “document” shall mean all writings of any kind, including the originals and all non-identical copies and drafts, whether different from the originals by reason of any notation made on such copies or otherwise, and including, but not limited to, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, financial records, accounts, ledgers, agreements, records of receipts and expenditures, budgets, appraisals, projections, contracts, reports, studies, checks, wire transfers, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and intra-office communications,

offers, notations of any sort of conversations or telephone calls or meetings or other communications, bulletins, printed matter, computer printouts, teletypes, telefaxes, invoices, workouts and all drafts, alterations, modifications, changes, and amendments of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, records, motion pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation, tapes, cassettes, disks, and recordings).

5. As used herein, the term "all documents" shall mean every document (as defined above), which is known to you, within your possession, custody or control, or can be located or discovered by reasonably diligent efforts.

6. As used herein, the terms "relating to," "in connection with," and "with respect to" shall mean concerning, evidencing, referring to, arising from, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding or constituting.

7. As used herein, the term "person" shall mean any natural person, corporation, partnership, joint venture, proprietorship, association, franchise, organization or group of persons.

8. As used herein, the term "communications" shall be construed as including, but not being limited to correspondence, memoranda, telexes, telegrams, releases, facsimiles, electronic mail, and every other manner of transmitting or receiving information, opinions and thoughts, orally, in writing or otherwise.

9. "Environmental Litigation" shall mean the cases of Anne Schreiber v. The Lockformer Co., et al., C.A. No. 01C6097, United States District Court for the Northern District of Illinois (the "Schreiber Action"); Leclerq v. The Lockformer Co., et al., C.A. No. 01C7164,

United States District Court for the Northern District of Illinois (the "Leclercq Action"); DeVane, et al. v. The Lockformer Co., et al., Case No. 01L377, Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois (the "DeVane Action"); Erhart v. Lockformer, et al., Case No. 02-C-7066, U.S. District Court for the Northern District of Illinois (the "Erhart" Action"); Meyer v. Lockformer, et al., Case No. 02-C-2672, U.S. District Court for the Northern District of Illinois (the "Meyer Action"); Wromble v. Lockformer, et al., Case No. 02-C-4992, U.S. District Court for the Northern District of Illinois (the "Wromble Action"); Pelzer and Pepping v. Lockformer, et al., Case No. 01-C-6485, U.S. District Court for the Northern District of Illinois (the "Pelzer Action"); and any action brought by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.

DOCUMENTS REQUESTS TO MESTEK

Produce all documents in your possession, custody and/or control that respond to the following requests:

FINANCIAL MATERIALS

1. Copies of all Met-Coil's financial statements prepared for the interim period of June 2000 through December 2000 whether audited, reviewed, compiled, or internally prepared.
2. Copies all documents related to any draws on the debtor-in-possession ("DIP") loan since the file date.
3. Closing statement from the June 2000 purchase of Formtek Acquisition Corp. d/b/a Met-Coil Systems Corporation.
4. Opening Balance sheet as of June 2000 for Formtek Acquisition Corp. d/b/a Met-coil Systems Corporation.
5. Detailed schedule of all cash or non-cash intercompany credits and transfers between Met-Coil and Formtek, Inc. ("Formtek"), Mestek, or any other Mestek related entity for the period June 2000 through August 2001.
6. Copies of any and all tax sharing agreements between Met-Coil, Formtek and Mestek, Inc.
7. Copies of unpaid tax audit assessments or deficiency reports and a description of any open/pending matters with Federal, state or local taxing authorities, as to Met-Coil.
8. Copies of all "Form 1045-Application for Tentative Refund" filed by Mestek since the acquisition of Met-Coil that include refunds attributable to Met-Coil's operations. Supporting documentation for "Form 6765-Credit for Increasing Research Activities" for 2000.

Supporting documentation for the accumulation and usage of ITC and General Business Credits.

Supporting documentation for 2002 on "Form 6765-Credit for Increasing Research Activities"

9. A copy of Met-Coil's general ledger for the last twelve (12) months.
10. A detailed transactional history of the \$4.5 million term loan and \$2.5 million revolving loan, including the monthly balances and documentation of how the funds were used or allocated including any and all documents that evidence:
 - a. When draws were made;
 - b. What the loan proceeds used for;
 - c. The amount of actual cash that moved between the lender and borrower; and
 - d. Exhibits showing Met-Coil's loan balance on a daily basis for the 90 days prior to the Petition Date for all revolving and term debt.
11. Any and all documentation surrounding the MB financial loan to Met-Coil.
12. Any and all documents providing an explanation as to why the \$2.5 million revolving loan was overadvanced and why a credit of \$504,264.00 was applied to the revolving loan in October, 2003; including any and all documents showing:
 - a. Who authorized the overadvance; and
 - b. What the proceeds of the loan were used for.
13. Any and all documents that explain how the intercompany balance of \$6,460,336 was rolled up into the \$4.5 million term loan and the \$2.5 million line of credit during the months of June, July and August 2003.
14. Any and all documents evidencing the \$5.5 million increase in the Debtor's balance sheet account "N/P - secured debt" occurring between August and September 2003.

FINANCING AGREEMENTS

15. Documents evidencing or creating liens and security interests on real or personal property of Met-Coil, including security agreements, pledge agreements, assignments, financing statements, mortgages, deeds of trust and control agreements.

16. Copies of all correspondence between Mestek and any potential replacement lenders, both pre- and post-petition, for Met-Coil.

17. Loans and guarantees of third party obligations of Met-Coil.

18. Any and all borrowing base certificates filed by Met-Coil, or Mestek on behalf of Met-Coil, with any lending institution since January 1, 2002 through the Petition Date.

19. Swap agreements and the like that Met-Coil entered into or Mestek entered into on behalf of Met-Coil, including with respect to interest rates and foreign currencies.

20. List of all bank accounts and safe deposit boxes, including all such bank accounts and safe deposit boxes held by Mestek on behalf of Met-Coil or jointly owned with Met-Coil, and the signatories on each.

21. List of all powers of attorney, including tax powers of attorney of Mestek for Met-Coil.

GENERAL CORPORATE INFORMATION

22. Copies of minutes of Mestek's Board of Directors' meetings relating to Met-Coil.

ENVIRONMENTAL ISSUES

23. All reports pertaining to the investigation, assessment and remediation of, and any impacts and health threats from, contamination at and migrating from the Lockformer Site in Lisle, IL (the "Site" or the "Lockformer Site"), including contamination in and from the sewer line near the southern part of the Site (the "Contamination").

24. All environmental reports or assessments regarding contamination from or attributable to the Ellsworth Industrial Park Superfund Site in Downers Grove, IL (the "EIP Site"), and any and all assessments of whether or not contamination from the EIP Site has or will cause any of the damage, injury or contamination complained of in any litigation or administrative proceeding pertaining to the Lockformer Site.

25. All documentation regarding the delivery of trichloroethylene to the Site and how it contaminated the Site.

26. All documentation concerning potentially responsible parties ("PRPs") for the Contamination, including without limitation any and all investigative documents.

27. Any and all documents pertaining to the Agreement between Lockformer, Met-Coil and AlliedSignal, Inc. (the "Allied Signal Agreement") signed in December, 1994, including drafts of the agreement, correspondence relating to the agreement and similar documents.

28. Any and all agreements with Honeywell subsequent to the Allied Signal Agreement, including without limitation any and all tolling agreements, and any and all correspondence or other documents pertaining to the tolling agreement.

29. All communications to and from employees, officers, directors, shareholders, or any and all representatives of Mestek, Formtek or any subsidiaries or affiliates of either regarding the Contamination or environmental conditions at the Lockformer Site, actual or potential litigation concerning the Contamination or such conditions, or regarding any other environmental matters pertaining to Met-Coil or Lockformer.

30. All communications to and from any and all lenders regarding the Contamination or environmental conditions at the Site, actual or potential litigation concerning the

Contamination or such conditions, or regarding any other environmental matters pertaining to Met-Coil or Lockformer.

31. Any and all documents indicating the payments made and by whom received as a result of the merger of Met-Coil and Lockformer with Mestek and Formtek in or about 2000.

32. All deposition transcripts in the Environmental Litigation.

33. All trial and hearing transcripts in the Environmental Litigation.

34. All Environmental Litigation settlement agreements and drafts of settlement agreements in which Met-Coil and/or Mestek are parties.

35. All communications between the parties in the Environmental Litigation.

INSURANCE INFORMATION

36. All insurance policies of Met-Coil and Mestek which do or may provide coverage for remediation costs incurred or to be incurred at the Site, and for any and all lawsuits which have been filed, which have been threatened or which you have reason to believe may be filed with respect to the Contamination.

37. All correspondence with insurance carriers and brokers and others pertaining to coverage for any such remediation costs or lawsuits.

38. Any and all agreements with insurance carriers for payment of costs or otherwise attributable to such insurance.

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7. A copy of Met-Coil's general ledger for the last twelve (12) months.

8. A detailed transactional history of the \$4.5 million term loan and \$2.5 million revolving loan, including the monthly balances and documentation of how the funds were used or allocated including any and all documents that evidence:

- a. When draws were made;
- b. What the loan proceeds used for;
- c. The amount of actual cash that moved between the lender and borrower; and
- d. Exhibits showing Met-Coil's loan balance on a daily basis for the 90 days prior to the Petition Date for all revolving and term debt.

9. Any and all documentation surrounding the MB financial loan that allows Mestek to claim said loan as an administrative claim.

10. Any and all documents providing an explanation as to why the \$2.5 million revolving loan was overadvance and why a credit of \$504,264.00 was applied to the revolving loan in October, 2003; including any and all documents showing:

- a. Who authorized the overadvance; and
- b. What the proceeds of the loan were used for.

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20. All communications to and from employees, officers, directors, shareholders, or any and all representatives of Mestek, Formtek or any subsidiaries or affiliates of either regarding the Contamination or environmental conditions at the Lockformer Site, actual or potential litigation concerning the Contamination or such conditions, or regarding any other environmental matters pertaining to Met-Coil or Lockformer.

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22. Any and all documents indicating the payments made and by whom received as a result of the merger of Met-Coil and Lockformer with Mestek and Formtek in or about 2000.

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26. All communications between the parties in the Environmental Litigation.

INSURANCE INFORMATION

27. All insurance policies of Met-Coil and Mestek which do or may provide coverage for remediation costs incurred or to be incurred at the Site, and for any and all lawsuits which have been filed, which have been threatened or which you have reason to believe may be filed with respect to the Contamination.

28. All correspondence with insurance carriers and brokers and others pertaining to coverage for any such remediation costs or lawsuits.