

EXHIBIT G

RESPONSE OF MET-COIL SYSTEMS CORPORATION TO CREDITORS' COMMITTEE'S RULE 2004 DOCUMENT REQUESTS

Met-Coil Systems Corporation (the "Debtor"), by its undersigned counsel, responds to the Creditors' Committee's Rule 2004 Document Requests, as follows:

GENERAL RESERVATION OF OBJECTIONS

The Debtor reserves all objections it may have to the Rule 2004 Document Requests, and neither the production of any information pursuant to the Rule 2004 Document Requests nor the failure to state an objection in this response waives any such objection.

I. 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.

ANSWER: The Debtor will produce documents responsive to Request No. 1 to the extent that they are available.

2. Copies of all documents related to any draws on the debtor-in-possession ("DIP") loan since the file date.

ANSWER: The Debtor will produce documents responsive to Request No. 2 after the Debtor has had the opportunity to review the requested information.

3. Closing statement from the June 2000 purchase of Formtek Acquisition Corp. d/b/a Met-Coil Systems Corporation.

ANSWER: The Debtor has no documents responsive to Request No. 3.

4. Opening Balance sheet as of June 2000 for Formtek Acquisition Corp. d/b/a Met-coil Systems Corporation.

ANSWER: The Debtor has no documents responsive to Request No. 4.

5. Detailed schedule of all cash or non-cash intercompany credits and transfers between Met-Coil and Formtek, Mestek, or any other Mestek related entity for the period June 2000 through August 2001.

ANSWER: The Debtor has produced documents in its possession and control responsive to Request No. 5.

6. Copies of all "Form 1045-Application for Tentative Refund" filed by Mestek since the acquisition of Met-Coil. 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".

ANSWER: The Debtor has no documents responsive to Request No. 6, as it does not file separate tax returns.

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

ANSWER: See answer to B.3. set forth in the Debtor's response to the Rule 2004 Motion.

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.

ANSWER: The Debtor has produced documents responsive to Request No. 8, through the intercompany analysis. The Debtor further states that the Debtor has no daily information, as it is not required to be kept.

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

ANSWER: The Debtor has no documents responsive to Request No. 9.

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.

ANSWER: The Debtor has produced documents responsive to Request No. 10, through the intercompany analysis.

11. 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.

ANSWER: The Debtor has no documents responsive to Request No. 11.

12. Any and all documents evidencing the \$5.5 million increase in the funds in the Debtor's balance sheet account "N/P - secured debt" occurring between August and September 2003.

ANSWER: The Debtor has no documents responsive to Request No. 12. The Debtor states that the increase is the result of Mestek's payment of \$5,500,000 to MB Financial (per the letter of credit).

II. FINANCING AGREEMENTS

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

ANSWER: The Debtor has no documents responsive to Request No. 13.

14. 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.

ANSWER: The Debtor has provided documents responsive to Request No. 14, through its Statement of Financial Affairs.

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

ANSWER: The Debtor will provide documents responsive to Request No. 15.

III. ENVIRONMENTAL ISSUES

16. 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").

17. 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.

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

19. 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.

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.

21. 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.

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 2000.²

23. All deposition transcripts in the Environmental Litigation.

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

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

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

ANSWER FOR REQUEST NOS. 16-26: The Debtor objects to each of these requests as overbroad, unduly burdensome and unnecessary. The Committee, through these requests, seeks access to rooms full of documents, which can serve no purpose other than to incur additional fees and expenses. The Debtor is continuing with the remediation of the Lockformer facility. Several governmental agencies are overseeing the process to ensure adherence with environmental statutes and regulations. Allowing the Committee to review years of documentation will simply add a layer of expense that this Debtor should not have to pay, nor has the Committee established how a review of the requested information would materially benefit the estate. In addition, many of these documents are of a technical nature which would likely require the Committee to retain additional professionals, an expense which the Debtor's estate should not have to incur.

² In addition to the general objection set forth below, with respect to Request No. 22, there was no such merger. Documents evidencing the transaction by which Mestek became the indirect parent of the Debtor have been provided. Otherwise, the request is vague and irrelevant.

In addition, the Committee seeks information regarding several litigation matters. The LeClercq case has been settled for approximately one year; the DeVane action has proceeded to judgment and the claimants have asserted a claim with respect to the amount of the judgment which will be dealt with under the proposed plan; a settlement agreement has been reached with Mejdrech and Schreiber, of which the Committee is aware; and the so-called personal injury actions are currently stayed as against the Debtor and are the subject of ongoing negotiations as part of the Debtor's overall plan. The Committee has not offered any reason why it should incur substantial attorneys' fees and expenses in reviewing any of the foregoing matters. Even if there were such a reason, there can be no justification for reviewing every document and transcript related to those matters.

IV. 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.

ANSWER: The Debtor will produce documents responsive to Request No. 27, to the extent not already produced.

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

ANSWER: The Debtor objects to Request No. 28, as it is unduly burdensome and overbroad.

**RESPONSE OF MET-COIL SYSTEMS CORPORATION TO SUBJECTS OF
EXAMINATION**

Met-Coil Systems Corporation (the "Debtor"), by its undersigned counsel, responds to the Creditors' Committee's Subjects of Examination as follows:

GENERAL RESERVATION OF OBJECTIONS

The Debtor reserves all objections it may have to the Rule 2004 Subjects of Examination, and neither the production of any information pursuant to the Rule 2004 Subjects of Examination nor the failure to state an objection in this response waives any such objection.

1. All financing provided by Mestek to Met-Coil.

ANSWER: The Debtor objects to Subject No. 1. At the October 2003 meeting and December 2003 site visit and through its Schedules, Statement of Financial Affairs and other documentation previously provided to the Committee, the Debtor has provided a complete response to Subject No. 1.

2. All board meetings of Mestek at which Met-Coil was discussed.

ANSWER: The Debtor has no knowledge regarding Subject No. 2.

3. All services performed by Mestek for Met-Coil.

ANSWER: The Debtor objects to Subject No. 3. At the October 2003 meeting and December 2003 site visit as well as on conference calls with Committee counsel in response to the Debtor's motion to assume the administrative services agreements with Mestek and Formtek, Inc. (which itself describes the services), the Debtor has provided a complete response to Subject No. 3.

4. Met-Coil's cash management system.

ANSWER: The Debtor objects to Subject No. 4. At the October 2003 meeting and December 2003 site visit as well as on conference calls with Parente (see Parente fee applications), the Debtor has provided a complete response to Subject No. 4.

5. All customer information sharing between Mestek and Met-Coil.

ANSWER: The Debtor agrees to testify with regard to Subject No. 5

6. All contracts between Mestek and Met-Coil.

ANSWER: The Debtor agrees to testify with regard to Subject No. 6.

7. All bank accounts held by Met-Coil or Mestek on behalf of Met-Coil.

ANSWER: The Debtor objects to Subject No. 7. The Debtor has provided the Committee with (i) its Statement of Financial Affairs and (ii) copies of monthly bank statements through the monthly operating reports, which serve as the best evidence regarding Subject No. 7.

8. All policies (written or oral) as to the hiring and termination of employees for Met-Coil, including the determination of salaries and bonuses.

ANSWER: The Debtor agrees to testify with regard to Subject No. 8.

9. Bookkeeping for Met-Coil, including payment of accounts payable, receipt of monies collected from accounts payable, receipt of monies collected from accounts receivable, payment of bank debt, payment of debts owed to Mestek, and payments of debts owed by Mestek to Met-Coil.

ANSWER: The Debtor objects to Subject No. 9. At the October 2003 meeting and December 2003 site visit and through its Schedules, Statement of Financial Affairs and other documentation previously provided to the Committee, the Debtor has provided a complete response to Subject No. 9.

10. All inter-company receivables and payables between Met-Coil and Mestek.

ANSWER: The Debtor objects to Subject No. 10. The Debtor has provided the Committee with intercompany analysis which serves as the best evidence with regard to Subject No. 10.

11. The operations of Met-Coil.

ANSWER: The Debtor objects to Subject No. 11. At the October 2003 meeting and December 2003 site visit and through its Schedules, Statement of Financial Affairs and other documentation previously provided to the Committee, the Debtor has provided a complete response to Subject No. 11.

12. All Met-Coil insurance policies or policies held by Mestek on behalf of Met-Coil. Capitalization of Met-Coil.

ANSWER: The Debtor objects to Subject No. 12. With respect to the insurance policies, the Debtor refers to its Response Of Met-Coil Systems Corporation To Creditors' Committee's Rule 2004 Document Requests (Nos. 27 and 28). The Debtor will testify regarding the capitalization of Met-Coil.

13. Mestek's purchase of Met-Coil.

ANSWER: The Debtor objects to Subject No. 13. The Debtor has provided the Committee with a copy of the acquisition documents and thus has provided a complete response to Subject No. 13.

14. All personal injury settlement agreements entered into by Met-Coil or Mestek stemming from the environmental litigation.

ANSWER: The Debtor objects to Subject No. 14. The Debtor has provided the Committee with a copy of the settlement agreement with Anne Schreiber and thus has provided a complete response to Subject No. 14.

15. All property damage settlement agreements entered into by Met-Coil or Mestek stemming from the environmental litigation.

ANSWER: The Debtor objects to Subject No. 15. The Debtor has provided the Committee with a copy of the settlement agreement with the Mejdrech Plaintiffs and will provide a copy of the LeClercq settlement agreement, to the extent not previously produced, thereby providing a complete response to Subject No. 15.

16. All draws on Met-Coil's debtor-in-possession financing facility.

ANSWER: The Debtor agrees to testify as to Subject No. 16.

17. All equity infusions made to Met-Coil by Mestek.

ANSWER: The Debtor agrees to testify as to Subject No. 17.

18. All trade debt of Met-Coil.

ANSWER: The Debtor agrees to testify as to Subject No. 18.

19. Met-Coil's pre-petition insolvency.

ANSWER: The Debtor objects to Subject No. 19, as no pre-petition solvency analysis has been conducted to date.

20. Met-Coil's business operations while in Chapter 11.

ANSWER: The Debtor objects to Subject No. 20. The Debtor has provided the Committee with a copy of the monthly operating reports which serves as the best evidence of the Debtor's business operations while in Chapter 11.