

"Claimholder" means the holder of a Claim.

"Claim Objection Deadline" means, unless extended by the Reorganized Debtor in accordance with Section 9.01 of the Plan, the later of (a) the 60th day following the Effective Date or (b) such other date set by order of the Bankruptcy Court.

"Class" means each class, subclass or category of Claims or Interests as defined in Article II of the Plan.

"Collective Bargaining Agreements" means the collective bargaining agreements with the Debtor, identified on Exhibit 4 of the Plan.

"Committee" means any committee appointed in the Chapter 11 Case pursuant to Section 1102(a) of the Bankruptcy Code by the United States Trustee, as the membership of such committee is from time to time constituted and reconstituted.

"Confirmation" means the entry by the Bankruptcy Court of the Confirmation Order.

"Confirmation Date" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Case within the meaning of the Bankruptcy Rules 5003 and 9021.

"Confirmation Hearing" means the hearing held before the Bankruptcy Court to consider Confirmation of the Plan pursuant to Sections 1128(a) and 1129 of the Bankruptcy Code, as it may be adjourned or continued from time to time.

"Confirmation Notice" means the notice of the Confirmation Hearing.

"Confirmation Order" means the order entered by the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

"Contingent Claim" means a Claim which is either contingent or unliquidated on or immediately before the Confirmation Date.

"Contribution Actions" means collectively the LeClercq Contribution Action, the Mejdrech Contribution Action and any actions that may be brought by the Debtor or the Reorganized Debtor against a third party for contribution with respect to the TCE Claims.

"Contribution Third-Party Defendants" means collectively the LeClercq Contribution Third-Party Defendants, the Mejdrech Contribution Third-Party Defendants and any other third party that is sued for contribution with respect to the TCE Claims.

"Convenience Claims" means all Allowed General Unsecured Claims (a) in the amount of \$10,000.00 or less or (b) the holders of which voluntarily agree to reduce the amount of their respective Claims to \$10,000.00.

"Creditor" means (A) an Entity that has a Claim against the Debtor that arose at the time of or before the order for relief concerning the Debtor; (B) an Entity that has a Claim against the Estate of a kind specified in Sections 341(d), 502(f), 502(g), 502(h) or 502(i) of the Bankruptcy Code; or (C) an Entity that has a community Claim.

"Day(s)" means, unless expressly otherwise provided, calendar day(s).

"Debtor" means Met-Coil Systems Corporation, as debtor and debtor-in-possession, including its divisions, Lockformer and IPI.

"Delaware District Court" means the United States District Court for the District of Delaware or such other court of competent jurisdiction.

"Designated Area" has the meaning given it on Exhibit D to the TCE PI Trust Agreement.

"DeVane Action" means that certain action commenced by Jeanette Devane and Lee Herrera, Thomas & Barbara Frantik, Richard & Jane Kuta, Karen Mulacek, Michael Papadopolous and Andrew Wroble in the Circuit Court for the 18th Judicial Circuit, DuPage County against Met-Coil and Honeywell, entitled *DeVane, et al. v. Lockformer, et al.* (Case No. 01 L 377).

"DIP Claims" means all Claims of the DIP Lender against the Debtor arising under the DIP Order.

"DIP Facility" means the debtor-in-possession financing provided under the DIP Order.

"DIP Lender" means Mestek.

"DIP Loan Agreement" means that certain First Amended Post-Petition Loan Agreement between the Debtor and Mestek, as amended or modified from time to time.

"DIP Loan Documents" means the loan documents as defined in the DIP Loan Agreement.

"DIP Order" means that certain "Final Order Authorizing the 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," dated October 24, 2003, as amended, modified or supplemented from time to time thereafter.

"DIP Refinancing" means in the event that a Potential Alternative Plan Sponsor becomes the Winning Plan Sponsor, that the Winning Plan Sponsor will (i) pay in full, in Cash, including all interest, fees and expenses, the obligations of the Debtor pursuant to the DIP Order and the DIP Loan Agreement within three (3) business days after designation by the Debtor of the Qualified Alternative Plan Sponsor as the Winning Plan Sponsor and (ii) provide for the replacement of the DIP Facility for the remaining term of the DIP Loan Agreement.

"Direct Action" means any Cause of Action or right to bring a Cause of Action possessed by a Claimholder against an insurance company of the Debtor (other than a Settling Insurer) on account of such Claimholder's TCE Property Damage Claim, TCE PI Trust Claim or TCE Litigation Claim, as applicable, whether arising by contract, the laws of any jurisdiction or otherwise.

"Disallowed" means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the holder thereof and either the Debtor or the Reorganized Debtor, in whole or in part; (iii) has been withdrawn, in whole or in part, by the holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim or a Proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination

or estimation results in a reduction in the Filed amount of any Proof of Claim or Proof of Interest; (vi) is evidenced by a Proof of Claim or a Proof of Interest which has been Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court or which is required to be Filed by order of the Bankruptcy Court but as to which such Proof of Claim or Proof of Interest was not timely or properly Filed; (vii) is unenforceable against the Debtor and the Property of the Estate, under any agreement or applicable law for a reason other than because such Claim is contingent or unmatured; (viii) includes unmatured interest, penalties or late charges; (ix) is for a tax assessed against Property of the Estate, to the extent such Claim exceeds the value of the interest of the Estate in such Property; (x) is for services of an Insider or attorney of the Debtor, to the extent such Claim exceeds the reasonable value of such services; (xi) is for a debt that is unmatured on the Petition Date, (xii) exceeds (A) the rent reserved by a lease of real property, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of (x) the Petition Date and (y) the date on which such lessor repossessed, or the lessee surrendered, the leased property; plus (B) any unpaid rent due under such lease, without acceleration, on the earlier of such dates (to the extent such Claim is the Claim of a lessor for damages resulting from the termination of a lease of real property); (xiii) exceeds (A) the compensation provided by an employment contract, without acceleration, for one year following the earlier of (x) the Petition Date or (y) the date on which the employer directed the employee to terminate, or such employee terminated, performance under such contract; plus (B) any unpaid compensation due under such contract, without acceleration, on the earlier of such dates (to the extent such Claim is the Claim of an employee for damages resulting from the termination of an employment contract, such Claim); (xiv) results from a reduction, due to late payment, in the amount of an otherwise applicable credit available to the Debtor in connection with an employment tax on wages, salaries, or commissions earned from any such Debtor; (xv) relates to a Proof of Claim that is not timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code or any Final Order or other applicable law, except to the extent tardily filed as permitted under Section 726(a)(1), Section 726(a)(2) or Section 726(a)(3) of the Bankruptcy Code or under the Bankruptcy Rules; (xvi) the Claimholder is an Entity from which property is recoverable under Sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under Sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Entity or transferee has paid the amount, or turned over any such Property, for which Entity or transferee is liable under Section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code; or (xvi) is for reimbursement or contribution that is contingent as of the time of allowance or disallowance of such Claim. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

"Disbursing Agent" means the Debtor, Reorganized Debtor or such other Entity that is designated by the Debtor or the Reorganized Debtor to make disbursements in accordance with the Plan.

"Disclosure Statement" means the First Amended Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code for the Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc, as Co-Proponents, dated May 20, 2004, including all exhibits, appendices, schedules and annexes attached thereto, as submitted by the Debtor pursuant to Section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court, as such Disclosure Statement may be altered, amended, supplemented or modified from time to time, prepared and distributed in accordance with Sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rule 3018.

"Disputed" means with respect to any Claim or Interest or portion thereof, any Claim that has not been Allowed by a Final Order as to which: (a) a Proof of Claim has been timely Filed with the duly appointed claims agent, or is deemed timely Filed pursuant to the Plan, the Bankruptcy Code, applicable law or order of the Bankruptcy Court, and (b) an Objection to such Claim has been or may be timely Filed or deemed Filed under applicable law by the Debtor, the Reorganized Debtor or any other party in interest and any such Objection has not been (i) withdrawn, (ii) overruled or denied by a Final

Order or (iii) granted by a Final Order. For purposes of the Plan, a Claim that has not been Allowed by a Final Order shall be considered a Disputed Claim, whether or not an Objection has been or may be timely Filed, to the extent (A) the amount of the Claim specified in the Proof of Claim exceeds the amount of any corresponding Claim listed in the Schedules, (B) the classification of the Claim specified in the Proof of Claim differs from the classification of any corresponding Claim listed in the Schedules, (C) any corresponding Claim has been listed in the Schedules as zero or as disputed, contingent or unliquidated, (D) no corresponding Claim has been listed in the Schedules or (E) such Claim is reflected as zero or as unliquidated or contingent in the Proof of Claim Filed in respect thereof.

"Distribution Date" means the last Business Day of each Calendar Quarter with the initial Distribution Date to occur on the last Business Day of the Calendar Quarter following the Effective Date or such earlier date as the Reorganized Debtor may choose in its sole discretion.

"Distribution Record Date" means the record date established by order of the Bankruptcy Court for purposes of determining Claimholders which will receive distributions under the Plan on account of such Claims or, after the Effective Date, thirty (30) days prior to any Distribution Date.

"Effective Date" means the Business Day following the date on which all conditions to consummation set forth in Article XI have been satisfied or waived, if such conditions may be waived as set forth in Article XI of the Plan.

"Entity" includes any Person, Estate, trust, Governmental Unit and the United States Trustee.

"Environmental Laws" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law and any judicial or administrative interpretation thereof including any judicial or administrative order, consent decree or judgment, relating to the environment or Hazardous Materials, including, without limitation, (a) CERCLA; (b) RCRA; (c) the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251-1387; (d) the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701-2761; (e) the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; (f) the Clean Air Act, 42 U.S.C. §§ 7401-7671q; (g) the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26; (h) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101-5127; (i) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136-136y; (j) all other laws (including common law) and regulations of or promulgated by any Governmental Unit relating to air pollution, water pollution, noise control and/or the handling, discharge, existence, disposal or recovery of on-site or off-site hazardous, toxic or dangerous waste, substances or materials, as each of the foregoing may be amended from time to time; and (k) all analogous state or local statutes and regulations, ordinances, rules, orders, notices of violation, requests, demands and requirements issued or promulgated by such Governmental Unit in connection with such statutes, rules or regulations and any common law doctrine, including negligence, nuisance, trespass, personal injury or property damage relating to or arising out of the release of or exposure to the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as codified in title 29 of the United States Code, 29 U.S.C. § 1001-1461.

"Estate" means the estate created pursuant to Section 541 of the Bankruptcy Code upon commencement of the Chapter 11 Case.

"Exculpated Person" means the Debtor, the Reorganized Debtor, the Mestek Affiliates and their respective Representatives.

"File, Filed or Filing" means file, filed or filing with the Bankruptcy Court in the Chapter 11 Case; provided, however, that with respect to Proofs of Claim only, Filed shall mean delivered and received in the manner provided in the order approving the Bar Date or the order approving the Administrative Claims Bar Date.

"Final Decree" means the final decree entered by the Bankruptcy Court after the Effective Date with respect to the Reorganized Debtor, pursuant to Section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

"Final Order" means an order, ruling, judgment, or other decree issued and entered by the Bankruptcy Court or by any state or other federal court or other court of competent jurisdiction, the operation or effect of which has not been reversed, vacated, stayed, modified or amended and as to which (i) the time to appeal or petition for review, rehearing, certiorari, reargument or retrial has expired and as to which no appeal or petition for review, rehearing, certiorari, reargument or retrial is pending or (ii) any appeal or petition for review, rehearing, certiorari, reargument or retrial has been finally decided and no further appeal or petition for review, rehearing, certiorari, reargument or retrial can be taken or granted.

"Formtek" means Formtek, Inc., the Debtor's direct parent corporation.

"Future TCE Demands" means a demand for payment, present or future, that (i) was not a Claim during the Chapter 11 Case; (ii) arises out of the same or similar conduct or events that gave rise to the TCE PI Claims addressed by the TCE Channeling Injunction; and (iii) pursuant to this Plan, is to be paid by the TCE PI Trust.

"Future TCE PI Claimants" means, as of the Petition Date, any holder of a Future TCE Demand who resides or at any time resided in the Designated Area (or as or on behalf of a child, husband, wife or other individual related to or claiming some personal relationship with such Person) or claims exposure to TCE in the Designated Area.

"General Unsecured Claims" means all Claims incurred by the Debtor prior to the Petition Date, except unclassified Claims, Class 1 Claims, Class 2 Claims, Class 3.1 Claims, Class 3.2 Claims, Class 5 Claims, Class 6 Claims and Class 7 Claims.

"Governmental Unit" means (A) the United States, any state, commonwealth, district, territory, municipality, foreign service, department, or agency, (B) any instrumentality of the United States (but not a United States Trustee while serving as a trustee in a case under the Bankruptcy Code), a state, a commonwealth, a district, a territory, a municipality, or a foreign state; or (C) other foreign or domestic government.

"Hazardous Materials" means any "hazardous substance" including all "hazardous wastes" as defined in RCRA, or any Illinois state equivalent, or regulations adopted pursuant to RCRA, and any "hazardous substances" or "hazardous materials" as defined in CERCLA, or regulations adopted pursuant to CERCLA or any Illinois state or other state equivalent.

"Honeywell" means Honeywell International, Inc. and its predecessors, including AlliedSignal, and Baron-Blakeslee, Inc., and each of their respective Representatives.

"Honeywell Claims" means any and all Claims of Honeywell, including those arising in connection with the Honeywell Indemnity Agreement and those asserting that the separate existence of Met-Coil, Mestek and Formtek should be disregarded.

"Honeywell Indemnity Agreement" means that certain Settlement, Release, and Indemnity Agreement dated December 6, 1994, by and between Lockformer and AlliedSignal on behalf of itself and its successors, including any amendments.

"Honeywell Settlement" means that certain agreement in principle among the Debtor, Mestek and Honeywell providing for the settlement of the Honeywell Claims.

"HVAC" means heating, ventilation and air conditioning.

"IEPA" means the Illinois Environmental Protection Agency.

"Illinois Actions" means collectively, (a) the Mejdrech Litigation; (b) the Schreiber Litigation; (c) the Personal Injury Actions; (d) the DeVane Action; (e) the AG Action; and (f) any other actions pending against Met-Coil or any of the Mestek Affiliates, relating, in any way, to TCE.

"Illinois Actions Defendants" means Met-Coil, Formtek, Mestek, and their respective Representatives.

"Illinois AG" means the Attorney General for the State of Illinois.

"Illinois District Court" means the United States District Court for the Northern District of Illinois or such other court of competent jurisdiction.

"Illinois District Court Mejdrech Approval Order" means an order of the Illinois District Court approving the Mejdrech/Schreiber Settlement Agreement as to the Mejdrech Class.

"Impaired" means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

"Indemnified Person" means the Debtor on or before the Effective Date and its Representatives.

"Insider" means (i) any director of the Debtor; (ii) any officer of the Debtor; (iii) any Person in control of the Debtor; (iv) any partnership in which the Debtor is a general partner; (v) any general partner of the Debtor; or (vi) any relative of a general partner, director, officer or person in control of the Debtor.

"Insurance Actions" means any Claim, Cause of Action or right of the Debtor or the Reorganized Debtor against any insurance company arising from or related to (a) any such insurance company's failure to provide or pay insurance coverage under any Insurance Policy, (b) the refusal of any insurance company to defend, compromise or settle any TCE Claim under or pursuant to any Insurance Policy for TCE Claims, or (c) the interpretation or enforcement of the terms of any Insurance Policy for TCE Claims with respect to any TCE Claim, to the extent that such actions have not been settled prior to the Confirmation Date.

"Insurance Policy" means any insurance policy in effect at any time on or before the Effective Date which may afford the Debtor defense, indemnity or insurance coverage for any Claim.

"Insurance Recovery and Contribution Action Agreement" means the agreement to be dated the Effective Date between the Reorganized Debtor and Mestek providing for (a) the transfer and assignment by the Reorganized Debtor of the Contribution Actions and all proceeds thereof to the Winning Plan Sponsor and (b) the right of the Winning Plan Sponsor to receive from the Reorganized

Debtor all proceeds paid to the Reorganized Debtor under any Insurance Policy with respect to the Insurance Actions relating to the TCE Claims in accordance with Section 7.10 of the Plan.

"Intercompany Claims" means all Claims held by the Debtor against any Mestek Affiliate, including, without limitation, all derivative Claims asserted by or on behalf of the Debtor against any Mestek Affiliate.

"Interests" means any and all equity interests, ownership interests or shares in the Debtor and issued by the Debtor (or its predecessors) as of the Petition Date (including, without limitation, all securities, Capital Stock, stock certificates, common stock, preferred stock, partnership interests, rights, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtor, interests in the Debtor's stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights and liquidation preferences, puts, calls or commitments of any character whatsoever relating to any such equity, ownership interests or shares of Capital Stock of the Debtor or obligating the Debtor to issue, transfer or sell any shares of Capital Stock) whether or not certificated, transferable, voting or denominated "stock" or a similar security.

"Interestholder" means the holder of an Interest.

"Iowa District Court" means the United States District Court for the Northern District of Iowa or such other court of competent jurisdiction.

"IPI" means Iowa Precision Industries, Inc., a division of Met-Coil.

"LeClercq Class Action" means that certain class action filed in the Illinois District Court entitled *LeClercq v. Lockformer, et al.* (Case No. 00 C 7164).

"LeClercq Contribution Action" means that certain third-party plaintiff complaint captioned *LeClercq, et al. v. The Lockformer Company, et al.* (Case No. 00 C 7164) filed by Lockformer on May 31, 2002 in the Illinois District Court seeking claims for contribution against the LeClercq Contribution Third-Party Defendants.

"LeClercq Contribution Third-Party Defendants" means the third-party defendants in connection with the LeClercq Contribution Action, including, without limitation, the following Entities: Arrow Gear Company, Ames Supply Co., Bison Gear, Dynagear, Inc., Flexible Steel Lacing Com., Magnetrol International, Inc., Molex Incorporated, Morey Corporation, Rexnord Corporation, Tricon Industries and Lindy Manufacturing Company.

"Legal Representative" means Eric D. Green (or any court-appointed successor) as appointed pursuant to the Legal Representative Order and as provided for in the TCE PI Trust serving in a fiduciary capacity, representing the interests of the Future TCE PI Claimants, for the purpose of protecting the rights of persons who might subsequently assert Future TCE Demands against the Debtor, Mestek, Formtek or any other Mestek Affiliate.

"Legal Representative Order" means the Order of the Bankruptcy Court entered on October 20, 2003, appointing the Legal Representative.

"Liens" means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title

retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of general unsecured Creditors; provided, however, that a lien that has or may be avoided pursuant to any Avoidance Action shall not constitute a Lien hereunder.

"Liquidation Analysis" means the Debtor's liquidation analysis attached to the Disclosure Statement as Exhibit C.

"Lockformer" means the Lockformer Company, currently a division of Met-Coil.

"Lockformer Site" means the approximately 18.6 acre parcel of land owned by the Debtor and located in Lisle, Illinois.

"Master Services Agreement" means collectively that certain Master Services Agreement by and between Mestek and the Debtor and that certain Master Services Agreement by and between Formtek and the Debtor, both of which the Bankruptcy Court approved on October 20, 2003.

"Mejdrech Class" means the named plaintiffs and class in the Mejdrech Litigation.

"Mejdrech Contribution Action" means that certain third-party plaintiff complaint captioned *Mejdrech, et al. v. Met-Coil Systems Corporation, et al.* (Case No. 01 C 6107) filed by Met-Coil on July 1, 2003 in the Illinois District Court seeking claims for contribution against the Mejdrech Contribution Third-Party Defendants.

"Mejdrech Contribution Third-Party Defendants" means the third-party defendants in connection with the Mejdrech Contribution Action including, without limitation, the following Entities: the LeClercq Contribution Third-Party Defendants, Precision Brand, Downer's Grove Sanitary District and Scot Incorporated.

"Mejdrech Escrow" means an escrow account funded on the Effective Date with the Mejdrech Settlement Amount, held by counsel to the Mejdrech Class, as escrow agent.

"Mejdrech Escrow Agreement" means that certain Escrow Agreement effective as of the Effective Date between counsel to the Mejdrech Class, as escrow agent, the Debtor and the Winning Plan Sponsor providing for the disposition of the Mejdrech Escrow.

"Mejdrech Hook-Ups" means the aggregate reasonable out-of-pocket costs incurred by or to be incurred by members of the Mejdrech Class (who opt to have their home hooked up to either the Village of Lisle's, for homes in Area B, or Village of Woodridge's, for homes in Area C, municipal water supply) in order to be hooked up to municipal water which shall not exceed \$2,000,000 and shall include only the following: (a) the reasonable costs incurred by each of the current members of the Mejdrech Class in Area B to install the necessary plumbing to hook-up from their respective homes to the water main plus the Village of Lisle per household frontage fee of \$5,353 per home actually hooked up, plus (b) the reasonable costs incurred by each of the current members of the Mejdrech Class in Area C to install the necessary plumbing to hook-up from their respective homes to the water main plus the reasonable out-of-pocket costs for the least costly alternative to install water mains serving the homes in Area C to a Village of Woodridge water source, plus (c) the reasonable out-of-pocket costs to cap the residential water wells for those Area B and Area C homes which are hooked up to the municipal water source and whose residents are current members of the Mejdrech Class. All such reasonable out-of-pocket costs

shall be paid by the Reorganized Debtor or Mestek; provided that the Reorganized Debtor shall reimburse those current members of the Mejdrech Class for such reasonable out-of-pocket costs if such members have already expended the funds and can provide proof of payment.

"Mejdrech Litigation" means that certain action captioned as *Mejdrech, et al. v. The Lockformer Company, et al.* (Case No. 01 C 6107), pending in the Illinois District Court.

"Mejdrech/Schreiber Settlement Agreement" means the agreement reached in principle by and between Met-Coil, Mestek, the Mejdrech Class and Schreiber that forms the basis of the treatment of the Mejdrech Class and Schreiber under the Plan and that was summarized in a letter agreement dated August 29, 2003.

"Mejdrech Settlement Amount" means \$12,500,000, to be paid by the Debtor to the Mejdrech Class in full and complete settlement of the Mejdrech Litigation, other than for the Mejdrech Hook-Ups.

"Mestek" means Mestek, Inc.

"Mestek Affiliates" means Mestek, Formtek and each of their respective Representatives.

"Mestek Notes" means, collectively, (a) that certain Demand Revolving Credit Note in the principal amount of \$2,500,000 dated December 30, 2002 by and between the Debtor and Mestek, and (b) that certain Promissory Term Note in the principal amount of \$4,500,000 dated December 30, 2002 by and between the Debtor and Mestek.

"Mestek Prepetition Secured Claim" means, as of the Effective Date, the aggregate of: (a)(i) the unpaid principal and accrued and unpaid interest owing as of the Petition Date in respect of the Secured Loan Agreement and the Mestek Notes plus (ii) the interest on all such unpaid principal and interest from the Petition Date to the Effective Date; and (b) all amounts to which Mestek is entitled for reasonable fees, costs and charges approved by the Bankruptcy Court under Section 506 of the Bankruptcy Code.

"Mestek Purchase Transaction" means the acquisition and related transactions by which Mestek indirectly acquired Met-Coil in or about June 2000.

"Mestek Unsecured Claim" means any and all General Unsecured Claims held by Mestek against the Debtor.

"Met-Coil" means Met-Coil Systems Corporation, including its divisions, Lockformer and IPI.

"Met-Coil Pension Plan" means all of the Met-Coil Systems Corporation pension plan (whether frozen or not) included on Exhibit 3 to the Plan.

"Miscellaneous Secured Claims" means any and all Secured Claims other than the Mestek Prepetition Secured Claim.

"New Common Stock" means the shares of common stock of the Reorganized Debtor to be issued on the Effective Date to the Winning Plan Sponsor.

"Non-Compensatory Damages" means any and all damages awarded or that could be awarded by a court of competent jurisdiction that are penal in nature, including, without limitation,

punitive, punitory, exemplary, vindictive, imaginary or presumptive damages and any Claims or a portion thereof for sanctions under Rule 11 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1927, any similar rule or statute applicable in a state or federal court, or any fine, penalty, forfeiture, attorneys' fees (to the extent such attorneys' fees are punitive in nature), or for multiple, exemplary or punitive damages, to the extent that such fine, penalty, forfeiture, attorneys' fees or damages does not constitute compensation for the Claimholder's actual pecuniary loss.

"Objection" means any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to Disallow, determine, liquidate, classify, reclassify or establish the priority, expunge, avoid, subordinate, estimate or otherwise limit recovery with respect to any Claim (including the resolution of any request for payment of any Administrative Claim) or Interest other than a Claim or an Interest that is Allowed.

"PBGC" means the Pension Benefit Guaranty Corporation, the United States government agency created under Title IV of ERISA to, among other things, administer the termination insurance program for private sector defined benefit pension plans.

"Person" means any individual, partnership, or corporation, but does not include Governmental Units, except that a Governmental Unit that (A) acquires an asset from a Person (i) as a result of the operation of a loan guarantee agreement or (ii) as receiver or liquidating agent of a Person, (B) is a guarantor of a pension benefit payable by or on behalf of the Debtor or an Affiliate of the Debtor, or (C) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in Section 414(d) of the Internal Revenue Code of 1986 or (ii) an eligible deferred compensation plan, as defined in Section 457(b) of the Internal Revenue Code of 1986; shall be considered to be a Person with respect to such asset or such benefit.

"Personal Injury Actions" means the five actions pending before Judge James B. Zagel in the Illinois District Court entitled *Pelzer and Pepping v. Lockformer, et al.* (Case No. 01-C-6485), *Meyer v. Lockformer, et al.* (Case No. 02-C-2672), *Wroble v. Lockformer, et al.* (Case No. 02-C-4992), *Hallmer v. Lockformer, et al.* (Case No. 02-6-7066) and *Ehrhart v. Lockformer, et al.* (Case No. 02-CV-7068).

"Petition Date" means August 26, 2003, the date on which the Debtor filed its chapter 11 petition for relief commencing the Chapter 11 Case.

"Plaintiffs" means the Mejdrech Class and Schreiber.

"Plan" means this First Amended Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc., as Co-Proponents, dated May 20, 2004, including all exhibits, appendices, schedules and annexes, if any, attached hereto including the Plan Supplement, as submitted by the Debtor and Mestek, as such Plan may be altered, amended, supplemented or modified from time to time in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Confirmation Order and the terms and conditions of Section 14.03 of the Plan.

"Plan Supplement" means any and all exhibits, lists or schedules not Filed with the Plan or the Disclosure Statement to be Filed by the Debtor in a separate volume with the Bankruptcy Court not later than five (5) Business Days prior to the commencement of the Confirmation Hearing or such other date as the Bankruptcy Court may establish.

"Potential Alternative Plan Sponsor" means any Entity, other than Mestek, that desires to make an Alternative Plan Proposal that satisfies the eligibility requirements of the Sale Procedures Order.

"Preliminary Injunction Motion" means the Motion for Immediate and Preliminary Injunction that the AG Plaintiffs filed in the AG Action.

"Prepetition Lender Claims" means all Claims, Causes of Action and Avoidance Actions of the Debtor against Mestek (whether in its capacity as a lender to the Debtor prior to the Petition Date or otherwise) which the Debtor may investigate and, if appropriate, prosecute, including claims seeking to (i) disallow the Mestek Prepetition Secured Claims; (ii) avoid any security or collateral interest in the assets of the Debtor claimed by Mestek; (iii) modify the amount, validity, priority or extent of Mestek's prepetition liens or the prepetition claims; or (iv) provide any other relief of any type or nature whatsoever, legal or equitable, against Mestek or otherwise permitting recovery from Mestek on account of its relationship with the Debtor arising under, relating to or in connection with the prepetition financing.

"Priority Claims" means Priority Tax Claims and Priority Non-Tax Claims.

"Priority Non-Tax Claim" means any and all Claims given priority in payment pursuant to Sections 507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6), 507(a)(7) or 507(a)(9) of the Bankruptcy Code.

"Priority Tax Claim" means any and all Claims given priority in payment pursuant to Section 502(i) and Section 507(a)(8) of the Bankruptcy Code.

"Professional Claim" means a Claim for compensation and/or reimbursement of expenses pursuant to Sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code relating to services incurred on and after the Petition Date and prior to and including the Effective Date in connection with an application made to the Bankruptcy Court in the Chapter 11 Case.

"Professionals" means any professional employed in the Chapter 11 Case pursuant to Sections 327, 328 or 1103 of the Bankruptcy Code or to be compensated pursuant to Sections 327, 328, 330, 331, 503(b)(2) or (4) or 1103 of the Bankruptcy Code.

"Projections" means the Debtor's financial projections attached to the Disclosure Statement as Exhibit D.

"Proof of Claim" means any proof of Claim Filed with the duly appointed claims agent with respect to the Debtor pursuant to Bankruptcy Rules 3001 or 3002.

"Proof of Interest" means any proof of interest filed with the Bankruptcy Court or its duly appointed claims agent with respect to the Debtor pursuant to Bankruptcy Rule 3002.

"Property" means all assets or property of the Estate of any nature whatsoever, real or personal, tangible or intangible, including contract rights, accounts and Avoidance Actions, Recovery Actions and Causes of Action (whether direct or derivative), previously or now owned by the Debtor, or acquired by the Estate, as defined in Section 541 of the Bankruptcy Code.

"Pro Rata Share" means, with respect to any distribution to a Class under the Plan, proportionate sharing pursuant to which the ratio of the amount distributed on account of an Allowed Claim to the amount of such Allowed Claim is the same as the ratio of the total amount distributed to such Class to the total amount of all Allowed Claims and remaining Disputed Claims in such Class.

"Protected Party" means (a) the Debtor; (b) the Reorganized Debtor; (c) the Mestek Affiliates, to the extent that Mestek is the Winning Plan Sponsor or otherwise provides sufficient consideration to obtain the TCE Channeling Injunction; (d) the Winning Plan Sponsor, if other than

Mestek; (e) the Legal Representative; (f) the Settling Insurers; (g) the respective Representatives of the parties in (a)-(f); (h) any Entity that, pursuant to this Plan or otherwise after the Effective Date, becomes a direct or indirect transferee of, or successor to, the Debtor, the Reorganized Debtor, the Mestek Affiliates (if condition (c) is satisfied), the Winning Plan Sponsor, the Settling Insurers, or the Representatives (but only to the extent that liability is asserted to exist as a result of its becoming such a transferee or successor); and (i) any Entity that, pursuant to this Plan or otherwise after the Effective Date, makes a loan to the Debtor, the Reorganized Debtor, the Legal Representative, the Mestek Affiliates (if the conditions of (c) above are satisfied) or the Winning Plan Sponsor (but only to the extent that liability is asserted to exist as a result of its becoming such a lender or to the extent any pledge of assets made in connection with such a loan is sought to be upset or impaired).

"PRP" means a "potentially responsible party" within the meaning of Section 107 of CERCLA including, but not limited to, the Contribution Third-Party Defendants and each such Entity's Representatives.

"PRP Actions" means any Claim, Cause of Action or right of contribution or indemnity of the Debtor, the Reorganized Debtor or the Mestek Affiliates, including, but not limited to, the Contribution Actions, against any PRP arising from or related to payments made by the Debtor or the Mestek Affiliates (whether prior to the Petition Date or on or after the Petition Date) or to be made by the Debtor, the Reorganized Debtor or the Mestek Affiliates, to the TCE PI Trust for the benefit of the holders of TCE Claims.

"Qualified Alternative Plan Proposal" means an Alternative Plan Proposal that satisfies all of the requirements of the Sales Procedures Order.

"Qualified Alternative Plan Sponsor" means any Entity that timely submits an Alternative Plan Proposal on or before the Alternative Plan Proposal Deadline and satisfies the requirements of the Sale Procedures Order.

"Qualified Bidder" means (i) a Qualified Alternative Plan Sponsor who submitted the Qualified Alternative Plan Proposal and (ii) Mestek.

"RCRA" means the Resource Conservation and Recovery Act, as amended by the Hazardous Solid Waste Amendment of 1984, as codified in title 42 of the United States Code, 42 U.S.C. §§ 6901-6992k.

"Recovery Actions" means any and all Causes of Action, Avoidance Actions. Claims or Alter-Ego Claims (whether direct or derivative) against Mestek, Formtek or any other Mestek Affiliate that have been asserted, could have been asserted in the Chapter 11 Case or are asserted in the future, including, but not limited to, any legal or equitable theories, Claims, Intercompany Claims or actions of recovery: (i) seeking to extend liability to Mestek, Formtek or any other Mestek Affiliate under alter-ego, corporate-veil, vicarious liability, unity-of-interest, owner-operator, de facto-merger, substantive-consolidation theories, CERCLA or RCRA, whether asserted against Mestek, Formtek or any Mestek Affiliate in the Illinois Actions or otherwise; (ii) arising out of the ownership or operation of the Debtor as of and following the Mestek Purchase Transaction; (iii) arising out of illegal distributions or similar theories of liability; (iv) based on unjust enrichment; (v) for breach of fiduciary duty, mismanagement, malfeasance or, to the extent they are Claims or Causes of Action of the Debtor, fraud; (vi) relating to the provision of director and officer liability insurance or indemnification; (vii) arising out of any contracts or other agreements between or among the Debtor and any of the Illinois Actions Defendants; (viii) for vicarious liability or any other joint or several liability that any Illinois Actions Defendant may have in respect of any obligation that is the basis of a Claim against the Debtor; (ix) any other Claims or Causes of Action arising out of or related in any way to the Mestek Purchase Transaction that are based on an

injury that affects or affected the Debtor or its creditors generally; (x) any other Claims or Causes of Action that Met-Coil or any of its creditors, shareholders, affiliates, successors, assigns, officers, directors, representatives or agents may have against Mestek, Formtek or any other Mestek Affiliates and (xi) the Prepetition Lender Claims.

"Reinstated or Reinstatement" means (i) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Claimholder so as to leave such Claim Unimpaired in accordance with Section 1124 of the Bankruptcy Code or (ii) notwithstanding any contractual provision or applicable law that entitles the Claimholder to demand or receive accelerated payment of such Claim after the occurrence of a default (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Section 365(b)(2) of the Bankruptcy Code; (b) reinstating the maturity of such Claim as such maturity existed before such default; (c) compensating the Claimholder for any damages incurred as a result of any reasonable reliance by such Claimholder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitled the Claimholder; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence or which prohibit certain transactions or actions contemplated by the Plan, or conditioning such transactions or action on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement.

"Released Claims" means TCE PI Trust Claims.

"Reorganized Debtor" means Met-Coil, on and after the Effective Date.

"Replacement Liens" has the meaning given it in the DIP Order.

"Representatives" means with respect to any Entity, former, current and future affiliates, subsidiaries, divisions, merged or acquired companies or operations, members, officers, directors, shareholders, employees, consultants, agents, advisors, attorneys, accountants (including independent certified public accountants), financial advisors, other professionals, other representatives, successors, executors, administrators, heirs, assigns and predecessors.

"Restructuring Documents" means the documents related to the Restructuring Transaction or the Alternative Restructuring Transaction, as applicable, and any and all exhibits, schedules, instruments or other documents created or executed pursuant thereto.

"Restructuring Transaction Consideration" means, in the event Mestek is the Winning Plan Sponsor, the aggregate amounts to be paid, assumed or reimbursed by Mestek in the Restructuring Transaction including (i) the Capital Contribution; (ii) the guaranty of up to \$3 million of the environmental liabilities of the Debtor as provided in Section 7.16 of the Plan; and (iii) the cost of the Mejdrech Hook-Ups.

"Restructuring Transaction" means the purchase by Mestek or its assignee of the New Common Stock, the proceeds of unsettled Claims arising under the Insurance Policies for TCE Claims after the Effective Date, if any, and the Contribution Actions in exchange for the Restructuring Transaction Consideration.

"Sale Procedures Order" means that certain Order (a) Approving Procedures for Consideration of Alternative Plan Proposals and the Selection of a Winning Plan Sponsor and (b) Approving Form and Manner of Notice of Alternative Plan Procedures entered on May __, 2004.

"Schedules" means the schedules, statements and lists Filed by the Debtor with the Bankruptcy Court pursuant to Section 521(1) of the Bankruptcy Code and Bankruptcy Rule 1007, if such documents are Filed, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court prior to the entry of the Final Order.

"Schreiber" means Anne Schreiber, the plaintiff in the Schreiber Litigation.

"Schreiber Litigation" means that certain action captioned as *Schreiber v. Lockformer, et al.*, (Case No. 02 C 6097), currently pending in the Illinois District Court.

"Schreiber Settlement Amount" means \$6,000,000, including claims for attorneys' fees and expenses, to be paid to Schreiber by the TCE PI Trust.

"SEC" means the United States Securities and Exchange Commission.

"Secured Claim" means any prepetition Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected and enforceable under applicable law on Property on which the Estate has an interest and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or (b) subject to setoff under Section 553 of the Bankruptcy Code, but, with respect to both clause (a) and (b), only to the extent of each such Estate's interest in the value of the assets or Property securing any such Claim or the amount subject to setoff, as the case may be.

"Secured Loan Agreement" means that certain Loan Agreement dated as of December 30, 2002 by and between the Debtor and Mestek.

"Settled TCE PI Trust Claims" means all TCE PI Trust Claims (i) for which the holder of a TCE PI Trust Claim executes a settlement agreement with the Debtor and the Winning Plan Sponsor that is approved by the Bankruptcy Court or the Illinois District Court, and (ii) which are allowed prior to the Effective Date.

"Settling Insurers" means the insurance companies identified on Exhibit 5 to the Plan that have reached settlements with the Debtor before the Confirmation Date for the payment to or reimbursement of the Debtor for liability, indemnity or defense costs arising from or related to TCE Claims under any Insurance Policy in exchange for the benefits of the TCE Channeling Injunction as extended to Settling Insurers.

"Solicitation" means the solicitation by the Debtor that includes the Disclosure Statement and related materials and, where appropriate, the Ballots.

"Solicitation Procedures Order" means that certain Order Approving (a) the disclosure statement pursuant to 11 U.S.C. § 1125; (b) the Form of Solicitation Materials and Ballots; (c) Procedures for Solicitation and Tabulation of Votes to Accept or Reject Proposed Plan of Reorganization; (d) Voting Deadline and Record Date; and (e) the Date and Time for the Filing of Objections to, and the Hearing on, Confirmation of the Plan entered by the Bankruptcy Court on May ___, 2004.

"Subsidiary" of any specified Entity at any time means any Entity a majority of the Capital Stock of which the specified Entity owns or controls at that time, directly or indirectly through another Subsidiary of the specified Entity.

"Tax" means any tax, charge, fee, levy, impost or other assessment by any federal, state, local or foreign governmental authority, including, without limitation, income, excise, property, sales,

transfer, employment, payroll, franchise, profits, license, use, ad valorem, estimated, severance, stamp, occupation and withholding tax, together with any interest, penalties, fines or additions attributable to, imposed on, or collected by any such federal, state, local or foreign governmental authority.

"Tax Code" means the Internal Revenue Code of 1986, as codified in title 26 of the United States Code, 26 U.S.C. §§ 1-9833.

"Tax Rate" means the rate equal to the underpayment rate specified in 26 U.S.C. § 6621 (determined without regard to 26 U.S.C. § 6621(c)) as of the Effective Date.

"TCE" means trichloroethylene and trichloroethane and its or their parent or daughter products.

"TCE Channeling Injunction" means an order or orders contained in the Confirmation Order entered by the Bankruptcy Court, in accordance with and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under Section 105(a) of the Bankruptcy Code, and to supplement, where necessary, the injunctive effect of the discharge both provided by Sections 1141 and 524 of the Bankruptcy Code and as described in Article VII of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under Section 105(a) of the Bankruptcy Code or otherwise, by which any Entity which has held or asserted, which holds or asserts, or which may in the future hold or assert any TCE PI Trust Claim shall be permanently stayed, restrained and enjoined from taking any action against any Protected Party for the purpose of, directly or indirectly, collecting, recovering, or receiving payments, satisfaction, or recovery with respect to, relating to, arising out of, or in any way connected with any TCE PI Trust Claim whenever and wherever arising or asserted, all of which shall be channeled to the TCE PI Trust for resolution as set forth in the TCE PI Trust Distribution Procedures.

"TCE Claims" means TCE Litigation Claims, TCE Property Damage Claims and TCE PI Trust Claims.

"TCE Litigation Claims" means any and all Claims relating to or arising from the release of TCE at the Lockformer Site or investigation, remediation or litigation allegedly arising from or relating to the release of TCE at the Lockformer Site, including without limitation, (a) all Claims for the professional and expert expenses incurred in connection with such Claims, (b) the Claims of the IEPA, USEPA or other governmental entity for response or investigatory costs, (c) all Claims for indemnification or contribution related to TCE, including the Honeywell Claims and the Claims of any PRP, (d) the Claims arising under the DeVane Action other than Class 7 Claims, (e) the TCE Property Damage Claims not included in Class 5; provided, however, that TCE Litigation Claims does not include (a) any obligation of the Debtor to remediate the Lockformer Site or perform the Mejdrech Hook-Ups or (b) those Claims in Class 5, Class 6 and Class 7.

"TCE Litigation Distribution Fund" means the fund to be established on the Effective Date of the Plan to fund distributions to holders of Allowed Class 4.4 Claims pursuant to Section 3.11 of the Plan, such that each holder of an Allowed Class 4.4 Claim will receive 30% of the amount of such Claim. If required, additional amounts will be deposited by the Reorganized Debtor or the Winning Plan Sponsor in the fund until each holder of an Allowed Class 4.4 Claim has received 30% of the amount of such Claim.

"TCE PI Claims" means any and all Claims asserted against the Debtor, the Mestek Affiliates, or any Protected Parties by a Person who resides or at any time resided in the Designated Area (or as or on behalf of a child, husband, wife or other individual related to or claiming some personal relationship with such Person) or claims exposure to TCE in the Designated Area for, arising out of,

resulting from, or attributable to, directly or indirectly, damages for death, bodily injury, sickness, disease, emotional distress, medical monitoring or other personal injuries (whether physical, emotional or otherwise) to the extent caused or allegedly caused, directly or indirectly, by the presence of or exposure through any pathway, method, material or environmental media to TCE released at the Lockformer Site, including, without express or implied limitation, loss of consortium, fear of cancer, wrongful death, medical monitoring, survivorship, proximate, consequential, general damages, special damages and punitive damages. TCE PI Claims shall not include TCE Property Damage Claims or Claims asserted by employees of the Debtor or Reorganized Debtor to the extent such Claims are covered by workers' compensation insurance.

"TCE PI Trust" means the trust established by the Reorganized Debtor in accordance with the TCE PI Trust Agreement.

"TCE PI Trust Agreement" means the trust agreement to be dated the Effective Date establishing the terms and conditions of the TCE PI Trust, substantially in the form annexed to the Plan as Exhibit 1.

"TCE PI Trust Assets" means all of the assets of the TCE PI Trust, including the TCE PI Trust Claims Distribution Fund and any income, profits, and proceeds derived therefrom.

"TCE PI Trust Claims" means collectively, the TCE PI Claims and the Future TCE Demands.

"TCE PI Trust Claims Distribution Fund" means the Cash payments, with aggregate present value in the total amount of \$26,000,000 that the Winning Plan Sponsor is required to make under the TCE PI Trust Funding Agreement on and after the Effective Date.

"TCE PI Trust Distribution Procedures" means the procedures established in accordance with the Plan and the Confirmation Order, substantially in the form annexed to the TCE PI Trust Agreement as Exhibit B thereto, as may be modified from time to time.

"TCE PI Trust Funding Agreement" means the agreements to be dated as of the Effective Date establishing the terms and conditions under which the Winning Plan Sponsor will pay the TCE PI Trust Claims Distribution Fund and collateralize its future obligations to the TCE PI Trust.

"TCE Property Damage Claims" means any and all Claims asserted against the Debtor or any Mestek Affiliate for damages to property or economic loss caused by the alleged discharge of TCE onto or into the soil of the Lockformer Site, other than TCE PI Trust Claims.

"Third Party Claim" means any Claim, Released Claim, any claims for Trust Expenses, demand, Future TCE Demand or Cause of Action of any Entity which has held or asserted, which holds or asserts, or which may in the future hold or assert such Claim, Released Claim, Claim for Trust Expenses, demand, Future TCE Demand or Cause of Action against the Debtor, Mestek Affiliates, TCE PI Trust or Protected Parties based upon, arising out of, or in any way connected with any TCE PI Trust Claim, or similar events giving rise to such TCE PI Trust Claim, or any Released Claim.

"Travelers" means Travelers Casualty and Surety Company, The Travelers Indemnity Company, The Travelers Indemnity Company of Illinois n/k/a Travelers Property Casualty Company of America and Gulf Insurance Company.

"Trustee" means the Person appointed pursuant to Section 8.07 of the Plan for the purpose of acting as Trustee of the TCE PI Trust in accordance with the terms and conditions contained in the TCE PI Trust Agreement, the Plan and the Confirmation Order.

"Trust Expenses" means any and all costs, taxes, expenses, and any other liabilities imposed upon, assumed by, or in respect of the TCE PI Trust attributable or allocable to TCE PI Trust Claims, which shall be paid solely from the TCE PI Trust Claims Distribution Fund, including, but not limited to (i) Trustee compensation; (ii) employee compensation; (iii) compensation to the Legal Representative and his professionals; (iv) insurance premiums; (v) legal, accounting and other professional fees and expenses; (vi) overhead; and (vii) disbursements and expenses relating to the implementation of the TCE PI Trust Distribution Procedures, but excluding payments to holders of TCE PI Trust Claims on account of such TCE PI Trust Claims or reimbursements of such payments.

"UAO" means that certain Administrative Order Docket No. V-W-'02-C-665 (Region 5) issued by the United States Environmental Protection Agency on October 4, 2001 pursuant to Section 106(a) of CERCLA.

"Unclaimed Property" means any distribution of Cash or any other Property made to an Allowed Non-TCE Claimholder pursuant to the Plan that (i) is returned to the Disbursing Agent or the Reorganized Debtor as undeliverable (when no timely request for reissuance is made as provided for in Section 4.04 of the Plan) within the later of one (1) year after (x) the Effective Date or (y) the date such distribution is made to such Claimholder.

"Unclassified Claims" means Administrative Claims and Priority Tax Claims.

"Unimpaired" means any Claim that is not Impaired.

"United States Trustee" means the United States Trustee appointed under Section 581(a)(3) of title 28 of the United States Code to serve in the Chapter 11 Case.

"Unsecured Claims Distribution Fund" means the fund to be established on the Effective Date of the Plan to fund distributions to holders of Classes 4.1 and 4.3 Claims pursuant to Sections 3.08 and 3.10, such that each holder of an Allowed Class 4.1 Claim will receive 100% of the amount of such Claim and each holder of an Allowed Class 4.3 Claim will receive 50% of the amount of such claim. If required, additional amounts will be deposited in the fund by the Reorganized Debtor or the Winning Plan Sponsor until each holder of an Allowed Class 4.3 Claim has received fifty percent (50%) of the amount of such Claim. If any funds remain after payment of all Allowed Class 4.3 Claims, such funds shall be returned to the Reorganized Debtor or the Winning Plan Sponsor, as applicable.

"USEPA" means United States Environmental Protection Agency.

"U.S. Trustee's Fee Claims" means any fees assessed against the Estate pursuant to Section 1930(a)(6) of title 28 of the United States Code.

"Winning Plan Sponsor" means Mestek or its assignee or such other Entity that makes the highest and best proposal to consummate and fund the Plan, as determined in accordance with the Sale Procedures Order.

THE DISCLOSURE STATEMENT WITH RESPECT TO THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR CIRCULATION TO ALL CREDITORS AND INTEREST HOLDERS OR FOR THE USE IN SOLICITATION OF VOTES

EXHIBIT 2

To

**First Amended Chapter 11 Plan of Reorganization
Proposed by Met-Coil Systems Corporation
and Mestek, Inc., as Co-Proponents, dated May 20, 2004**

**LIST OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE
ASSUMED BY THE REORGANIZED DEBTOR**

**THE DEBTOR WILL FILE THE EXHIBIT 2 LIST WITH THE PLAN
SUPPLEMENT**

THE DISCLOSURE STATEMENT WITH RESPECT TO THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR CIRCULATION TO ALL CREDITORS AND INTEREST HOLDERS OR FOR THE USE IN SOLICITATION OF VOTES

EXHIBIT 3

To

**First Amended Chapter 11 Plan of Reorganization
Proposed by Met-Coil Systems Corporation
and Mestek, Inc., as Co-Proponents, dated May 20, 2004**

BENEFITS PLANS TO BE ASSUMED BY THE REORGANIZED DEBTOR¹

¹ The Debtor reserves the right to amend this Exhibit 3 in the Plan Supplement.

BENEFITS PLANS TO BE ASSUMED BY THE REORGANIZED DEBTOR

- (i) Met-Coil Systems Corporation Pension Plan. (including: Lockformer Union, Lockformer Non-Union and IPI Union {NOTE: Frozen Plan}).
- (ii) Mestek, Inc. Prescription Drug Program (Medco Health).¹
- (iii) Mestek, Inc. Group Term Life Insurance ((including Union Employees of The Lockformer Company) (and including Accidental Death & Dismemberment Coverage) (AIG).
- (iv) Mestek, Inc. Group Term Life Insurance ((including Non-Union Employees of The Lockformer Company) (and including Accidental Death & Dismemberment Coverage) (AIG).
- (v) Mestek, Inc. Group Term Life Insurance ((including Union Employees of Iowa Precision Industries, Inc.) (and including Accidental Death & Dismemberment Coverage) (AIG).
- (vi) Mestek, Inc. Group Term Life Insurance ((including Non-Union Employees of Iowa Precision Industries, Inc.) (and including Accidental Death & Dismemberment) (AIG).
- (vii) Mestek, Inc. Group Term Life Insurance: Supplemental Life Insurance (AIG).
- (viii) Mestek, Inc. Flexible Spending Account Program.
- (ix) Mestek, Inc. Long Term Disability for Non-Union Employees of The Lockformer Company (Prudential G-24603).
- (x) Mestek, Inc. Long Term Disability for Non-Union Employees of Iowa Precision Industries, Inc. (Prudential G-24603).
- (xi) Mestek, Inc. Short Term Disability for Union Employees of Iowa Precision Industries, Inc. (Prudential G-24603).
- (xii) Medical, Dental and Vision Benefit Plan for Non-Union Employees of Iowa Precision Industries, Inc. (First Administrators, Inc.).²

1 Iowa Precision Industries, Inc. and The Lockformer Company employees have prescription coverage through Mestek, Inc.'s national plan with Medco Health.

2 Self-insured plan.

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- (xiii) Medical and Dental Benefit Plan for Union Employees of Iowa Precision Industries, Inc. (First Administrators, Inc.).³
- (xiv) Dental and Vision Benefit Plan for Union Employees of The Lockformer Company (First Administrators).⁴
- (xv) Dental and Vision Plan for Non-Union Employees of The Lockformer Company (First Administrators).⁵
- (xvi) Mestek, Inc. Prescription Drug Program (Medco Health).⁶
- (xvii) Mestek, Inc. Medical Benefit Plan for Union and Non-Union Employees of The Lockformer Company (Aetna #718505).⁷
- (xviii) Mestek, Inc. Saving and Retirement Plan (Non-Union Employees) (Mass Mutual).⁸
- (xix) Mestek, Inc. Retirement Savings Plan (Union Employees) (Mass Mutual).
- (xx) Mestek, Inc. Flexible Spending Account Plan (T.R. Paul, Inc., TPA).
- (xxi) Mestek, Inc. Stop Loss Contract with IRC (covers all self-insured groups; Met-Coil's piece is separated).

3 Self-insured plan.

4 Self-insured plan.

5 Self-insured plan.

6 Iowa Precision Industries, Inc. and The Lockformer Company employees have prescription coverage through Mestek, Inc.'s national plan with Medco Health.

7 This is a self-insured plan administered through Mestek, Inc.'s national plan with Aetna.

8 Met-Coil employees are covered by Mestek, Inc.'s national plan with Mass Mutual.

THE DISCLOSURE STATEMENT WITH RESPECT TO THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR CIRCULATION TO ALL CREDITORS AND INTEREST HOLDERS OR FOR THE USE IN SOLICITATION OF VOTES

EXHIBIT 4

To

**First Amended Chapter 11 Plan of Reorganization
Proposed by Met-Coil Systems Corporation
and Mestek, Inc., as Co-Proponents, dated May 20, 2004**

**COLLECTIVE BARGAINING AGREEMENTS TO BE ASSUMED BY THE
REORGANIZED DEBTOR²**

²The Debtor reserves the right to amend this Exhibit 4 to the Plan Supplement.

**COLLECTIVE BARGAINING AGREEMENTS TO BE
ASSUMED BY THE REORGANIZED DEBTOR**

- (i) Agreement Between The Lockformer Company and District Lodge No. 8 of the International Association of Machinists and Aerospace Workers, AFL-CIO, dated January 29, 2001.
- (ii) Agreement Between Sheet Metal Workers Local 263 and Iowa Precision Industries, effective June 1, 2001.

THE DISCLOSURE STATEMENT WITH RESPECT TO THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR CIRCULATION TO ALL CREDITORS AND INTEREST HOLDERS OR FOR THE USE IN SOLICITATION OF VOTES

EXHIBIT 5

To

**First Amended Chapter 11 Plan of Reorganization
Proposed by Met-Coil Systems Corporation
and Mestek, Inc., as Co-Proponents, dated May 20, 2004**

SCHEDULE OF SETTLING INSURERS

SETTLING INSURERS AND SETTLING PRPs

- A. Settling Insurers Included in Definition of Protected Parties Upon Approval of Respective Settlement Motions and Confirmation of Plan**
 - 1. Travelers Casualty and Surety Company, The Travelers Indemnity Company, The Travelers Indemnity Company of Illinois n/k/a Travelers Property Casualty Company of America and Gulf Insurance Company**
 - 2. New Hampshire Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA and/or other insurance companies affiliated with American International Group**
 - 3. Those companies making up One Beacon Insurance Group, including but not limited to Potomac Insurance Company, now known as Pennsylvania General Insurance Company**
 - 4. International Insurance Company and Pacific Employers Insurance Company**
- B. Settling Insurers Included in Definition of Protected Parties if Additional Consideration Given**
 - 1. Hartford Financial Services Group, Inc., Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, First State Insurance Company and Twin City Fire Insurance Company**
 - 2. Columbia Casualty Company**
 - 3. Wausau Underwriters Insurance Company and Employers Insurance of Wausau**
 - 4. Unigard Insurance Company**

THE DISCLOSURE STATEMENT WITH RESPECT TO THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR CIRCULATION TO ALL CREDITORS AND INTEREST HOLDERS OR FOR THE USE IN SOLICITATION OF VOTES

EXHIBIT 6

To

**First Amended Chapter 11 Plan of Reorganization
Proposed by Met-Coil Systems Corporation
and Mestek, Inc., as Co-Proponents, dated May 20, 2004**

TCE PI TRUST AGREEMENT³

³ The Debtor, Mestek and the Legal Representative reserve the right to amend this Exhibit 6 to the Plan Supplement.

FORM OF
MET-COIL SYSTEMS CORPORATION
PROPOSED TCE PI TRUST AGREEMENT

MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT

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THE MET-COIL SYSTEMS CORPORATION
TCE PI TRUST AGREEMENT

This Met-Coil Systems Corporation TCE PI Trust Agreement ("TCE PI Trust Agreement"), dated as of the date set forth on the signature page hereof and effective as of the Effective Date,¹ is entered into by Met-Coil Systems Corporation ("Met-Coil," the "Settlor," or the "Debtor"), the debtor and debtor-in-possession in Case No. 03-12676 (the "Bankruptcy Case") pending in the Bankruptcy Court as Settlor; the Legal Representative for TCE-Related Future Claimants ("Future Claimants' Representative"); and the TCE Personal Injury Trust Trustee ("Trustee") identified on the signature page hereof and appointed at Confirmation pursuant to the First Amended Chapter 11 Plan of Reorganization Proposed By Met-Coil Systems Corporation and Mestek, Inc. as Co-Proponents, dated _____ (as amended, modified, or supplemented from time to time, the "Plan").

WHEREAS, at the time of the entry of the order for relief in the Chapter 11 case, Met-Coil was named as a defendant in actions involving personal injury ("PI") or death claims allegedly caused by exposure to TCE for which Met-Coil, the Mestek Affiliates, their respective predecessors, successors, assigns, and/or in certain circumstances, other parties, allegedly have legal liability; and

WHEREAS, Met-Coil has reorganized under the provisions of Chapter 11 of the Bankruptcy Code in the Bankruptcy Case pending in the Bankruptcy Court; and

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

WHEREAS, the Bankruptcy Court has confirmed the Plan; and

WHEREAS, the Plan provides, *inter alia*, for the creation of the TCE PI Trust; and

WHEREAS, pursuant to the Plan, the TCE PI Trust is to use its assets and income to satisfy all TCE PI Trust Claims; and

WHEREAS, the TCE PI Trust shall be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the TCE PI Trust will satisfy all TCE PI Trust Claims pursuant to the Met-Coil Systems Corporation TCE Personal Injury Trust Distribution Procedures (“TDP”) that are attached hereto as Exhibit 1 in substantially the same manner, and in strict compliance with, the terms of this TCE PI Trust Agreement; and

WHEREAS, pursuant to the Plan, the TCE PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 et seq. to the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (“IRC”); and

WHEREAS, the Bankruptcy Court has determined that the TCE PI Trust and the Plan satisfy all the prerequisites for an injunction pursuant to section 105 of the Bankruptcy Code, and such injunction has been entered in connection with the Confirmation Order;

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1

AGREEMENT OF TRUST

1.1 Creation and Name. Met-Coil as Settlor hereby creates a trust known as the “Met-Coil Systems Corporation TCE Personal Injury Settlement Trust,” which is the TCE PI

Trust provided for and referred to in the Plan. The Trustee of the TCE PI Trust may transact the business and affairs of the TCE PI Trust in the name of the TCE PI Trust.

1.2 Purpose. The purpose of the TCE PI Trust is to assume the liabilities for all TCE PI Trust Claims, and to use the TCE PI Trust Assets to pay the holders of all TCE PI Trust Claims in accordance with this TCE PI Trust Agreement and the TDP in such a way that such holders of TCE PI Trust Claims are treated fairly, equitably, and reasonably in light of the merits of each claim and the assets available to satisfy such claims.

1.3 Transfer of Assets. Pursuant to the Plan, the TCE PI Trust Assets have been transferred and assigned to the TCE PI Trust to settle and discharge all TCE PI Trust Claims. Pursuant to the Plan and the Confirmation Order, on the Effective Date, such assets shall have been transferred to the TCE PI Trust free and clear of any liens, claims, rights of setoff, security interests, pledges, encumbrances, adverse rights or interests, covenants, charges, debts, and contractually imposed restrictions. All such liens, claims, rights of setoff, security interests, pledges, encumbrances, adverse rights or interests, covenants, charges, debts, and contractually imposed restrictions shall be extinguished except as otherwise provided in the TCE PI Trust, the Plan and the Confirmation Order.

1.4 Acceptance of Assets and Assumption of Liabilities

(a) In furtherance of the purposes of the TCE PI Trust, the Trustee, on behalf of the TCE PI Trust, hereby expressly accepts the transfer and assignment to the TCE PI Trust of the TCE PI Trust Assets in the time and manner as contemplated in the Plan.

(b) In furtherance of the purposes of the TCE PI Trust, the Trustee, on behalf

of the TCE PI Trust, expressly assumes all liability for all TCE PI Trust Claims. Except as otherwise provided in the Plan, this TCE PI Trust Agreement and the TDP, the TCE PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that any Protected Party has or would have had under applicable law (except as against any Protected Party). Regardless of the foregoing, however, a claimant must meet otherwise applicable federal, state and foreign statutes of limitations and repose, except that a claimant may establish that such statutes were tolled.

(c) No provision herein or in the TDP shall be construed to mandate distributions on any claims or other actions that would contravene the TCE PI Trust's compliance with the requirements of a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(d) Nothing in this TCE PI Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the injunction issued in connection with the Plan or the TCE PI Trust's assumption of all liabilities for TCE PI Trust Claims, subject to the provisions of Section 1.4(b) above.

SECTION 2

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the TCE PI Trust in accordance with the provisions of this TCE PI Trust Agreement and the Plan. The Trustee shall,

at all times, administer the TCE PI Trust and the TCE PI Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this TCE PI Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the TCE PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

- (i) receive and hold the TCE PI Trust Assets;
- (ii) invest the monies held from time to time by the TCE PI Trust;
- (iii) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the TCE PI Trust to operate;
- (iv) pay liabilities and expenses of the TCE PI Trust, including, but not limited to, Trust Expenses;
- (v) establish such funds, reserves and accounts within the TCE PI Trust, as deemed by the Trustee to be useful in carrying out the purposes of the TCE PI Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;

(vii) establish, supervise and administer the TCE PI Trust in accordance with this Agreement, the TDP and the terms thereof; and create bylaws (the "TCE PI Trust Bylaws") to assist in the administration of the TCE PI Trust;

(viii) appoint such officers, hire such employees and engage such legal, financial, accounting, investment, auditing and forecasting, and other consultants, advisors, independent contractors, and agents as the business of the TCE PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this TCE PI Trust;

(ix) pay employees, legal, financial, accounting, investment, auditing, and forecasting, and other consultants, advisors, independent contractors, and agents, including those engaged by the TCE PI Trust in connection with its alternative dispute resolution activities, reasonable compensation;

(x) compensate the Trustee and the Future Claimants' Representative as provided below, and their employees, legal, financial, accounting, investment and other advisors, consultants, independent contractors, and agents, and reimburse the Trustee and the Future Claimants' Representative all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) execute and deliver such instruments as the Trustee considers

proper in administering the TCE PI Trust;

(xii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the TCE PI Trust, provided such arrangements do not conflict with any other provisions of this TCE PI Trust Agreement;

(xiii) in accordance with Section 4.6 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) (A) the Trustee, (B) the Future Claimants' Representative and the officers and employees of the TCE PI Trust, and (C) any agents, advisors and consultants of the TCE PI Trust or the Future Claimants' Representative (the "Additional Indemnitees"), to the fullest extent that a corporation or trust organized under the law of the TCE PI Trust's situs is from time to time entitled to indemnify and/or insure its directors, trustees, officers, employees, agents, advisors and representatives;

(xiv) delegate any or all of the authority herein conferred with respect to the investment, in accordance with Section 3.2 below, of all or any portion of the TCE PI Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below;

(xv) consult with the Reorganized Debtor, Mestek, and the Future Claimants' Representative at such times and with respect to such issues relating to the conduct of the TCE PI Trust as the Trustee considers desirable; and

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall give the Future Claimants' Representative, Reorganized Debtor, and Mestek prompt notice of any act performed or taken pursuant to Sections 2.1(c)(xv) above and any act proposed to be performed or taken pursuant to Section 2.2(e) below.

2.2 General Administration.

(a) The Trustee shall adopt and act in accordance with the TCE PI Trust Bylaws. To the extent not inconsistent with the terms of this TCE PI Trust Agreement, the TCE PI Trust Bylaws shall govern the affairs of the TCE PI Trust. In the event of an inconsistency between the TCE PI Trust Bylaws and this TCE PI Trust Agreement, the TCE PI Trust Agreement shall govern.

(b) The Trustee shall (i) timely file such income tax and other returns and statements and shall timely pay all taxes required to be paid, (ii) comply with all withholding obligations, as required under the applicable provisions of the Internal Revenue Code and of any state law and the regulations promulgated thereunder, (iii) meet without limitation all requirements necessary to qualify and maintain qualification of the TCE PI Trust as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC, and (iv) take no action that could cause the TCE PI Trust to fail to qualify as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(c) The Trustee shall timely account to the Bankruptcy Court as follows:

(i) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within one hundred and twenty (120)

days following the end of each fiscal year, an annual report containing financial statements of the TCE PI Trust (including, without limitation, a balance sheet of the TCE PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) reviewed by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims and as to the conformity of the financial statements with generally accepted accounting principles. The Trustee shall provide a copy of such report to the Future Claimants' Representative, Reorganized Debtor, and Mestek when such reports are filed with the Bankruptcy Court or, after the Debtor's Bankruptcy Case is closed, otherwise made publicly available.

(ii) Simultaneously with the delivery of each set of financial statements referred to in Section 2.2(c)(i) above, the Trustee shall cause to be prepared and filed with the Bankruptcy Court, or otherwise make publicly available, a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustee shall provide a copy of such report to the Future Claimants' Representative, Reorganized Debtor, and Mestek when such report is filed with the Bankruptcy Court or, after the Debtor's Bankruptcy Case is closed, otherwise made publicly available.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court and shall be filed with the Bankruptcy Court or, after closing of the Bankruptcy Case, otherwise made available to the public.

(d) The Trustee shall cause to be prepared as soon as practicable prior to the