

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

#### Section 14.03 Modification of the Plan.

The Debtor and Mestek may alter, amend or modify the Plan under section 1127 of the Bankruptcy Code or as otherwise permitted at any time prior to the Effective Date. After the Confirmation Date and prior to the substantial consummation of the Plan, and in accordance with the provisions of section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtor, Mestek and any party in interest may, so long as the treatment of Claimholders, Interestholders or holders of TCE PI Trust Claims under the Plan is not adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002.

#### Section 14.04 Final Order.

Except as otherwise expressly provided in the Plan, the Debtor and Mestek may waive any requirement in the Plan for a Final Order upon written notice or motion to the Bankruptcy Court. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order.

#### Section 14.05 Business Days.

If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

#### Section 14.06 Severability.

Should the Bankruptcy Court determine, prior to the Confirmation Date, that any provision of the Plan is either illegal on its face or illegal as applied to any Claim or Interest, such provision shall be unenforceable as to all Claimholders or Interestholders or to the specific Claimholder or Interestholder, as the case may be, as to which the provision is illegal. Unless otherwise determined by the Bankruptcy Court, such a determination of unenforceability shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan. The Debtor and Mestek reserve the right not to proceed with Confirmation or consummation of the Plan if any such ruling occurs.

#### Section 14.07 Governing Law.

EXCEPT TO THE EXTENT THAT THE BANKRUPTCY CODE OR BANKRUPTCY RULES OR OTHER FEDERAL LAWS ARE APPLICABLE, AND SUBJECT TO THE PROVISIONS OF ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT ENTERED INTO IN CONNECTION WITH THE PLAN INCLUDING, BUT NOT LIMITED TO THE TCE PI TRUST AGREEMENT, THE TCE PI TRUST DOCUMENTS AND THE RESTRUCTURING DOCUMENTS, THE

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CONSTRUCTION, IMPLEMENTATION AND ENFORCEMENT OF THE PLAN AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THE PLAN SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO CONFLICTS-OF-LAW PRINCIPLES WHICH WOULD APPLY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE OR THE UNITED STATES OF AMERICA.

Section 14.08 Payment of Statutory Fees.

All statutory fee Claims of the United States Trustee, as determined, if necessary, by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid on or before the Effective Date.

Section 14.09 Notices.

Any notice required or permitted to be provided under this Plan shall be in writing and deemed given (i) five (5) days after mail, if by certified mail, return receipt requested, postage prepaid, or (ii) receipt if by hand delivery or reputable overnight delivery service, freight prepaid. Notices shall be addressed as follows:

If to the Reorganized Debtor:

Met-Coil Systems Corporation  
711 Ogden Avenue  
Lisle, IL 60532-1399  
Attn.: Mr. Charles F. Kuoni, III

With a copy to

Goldberg Kohn Bell Black Rosenbloom & Moritz, Ltd.  
55 East Monroe Street, Suite 3700  
Chicago, IL 60603  
Attn.: Ronald Barliant, Esquire

- and -

Morris, Nichols, Arsht & Tunnell  
1201 North Market Street  
P.O. Box 1347  
Wilmington, DE 19899-1347  
Attn.: Eric D. Schwartz, Esquire

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If to Mestek, Inc.:

Mestek, Inc.  
260 North Elm Street  
Westfield, MA 01085  
Attn.: J. Nicholas Filler, Esquire

With a copy to

Greenberg Traurig, LLP  
77 West Wacker Drive  
Suite 2500  
Chicago, IL 60601  
Attn.: Nancy A. Peterman, Esquire

- and -

Greenberg Traurig, LLP  
The Brandywine Building  
1000 West Street, Suite 1540  
Wilmington, Delaware 19801  
Attn.: Scott D. Cousins, Esquire

If to the ~~<Legal>~~ Future Claimants' Representative:

Eric D. Green, Esquire  
c/o Resolutions LLC  
~~<155 Federal Avenue>~~ 222 Berkeley Street, Suite 1060  
Boston, MA 02110

With a copy to

Young Conaway Stargatt & Taylor, LLP  
The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
Attn.: Ed Harron, Esquire

If to the United States Trustee:

Office of the United States Trustee  
District of Delaware  
844 North King Street, Room 2311  
Wilmington, DE 19801  
Attn.: Margaret Harrison, Esquire

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Section 14.10 Filing of Additional Documents.

On or before substantial consummation of the Plan, the Debtor shall issue, execute, deliver, and File with the Bankruptcy Court or record any agreements and other documents, and take any action as may be necessary or appropriate to effectuate, consummate and further evidence the terms and conditions of the Plan.

Section 14.11 Intentionally Omitted.

Section 14.12 No Interest.

Unless otherwise specifically provided for in the Plan or Confirmation Order or Allowed by a Final Order, postpetition interest shall not accrue or be paid on Claims, and no Claimholder or Interestholder shall be entitled to such interest or any penalty or late charge accruing on or after the Petition Date on any such Claim or Interest. Interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Petition Date to the date paid with respect to such Claim once Allowed.

Section 14.13 No Attorneys' Fees.

No attorneys' fees will be paid by the Debtor with respect to any Claim or Interest except as expressly specified herein or Allowed by a Final Order.

Section 14.14 Defenses with Respect to <Unimpaired> Claims.

Except as otherwise provided in the Plan, nothing shall affect the rights and legal and equitable defenses of the Debtor, with respect to any <Unimpaired> Claim, including but not limited to all rights in respect of legal and equitable defenses to setoffs or recoupments against <Unimpaired> such Claims.

Section 14.15 No Injunctive Relief.

No Claim or Interest shall under any circumstances be entitled to specific performance or other injunctive, equitable or prospective relief.

Section 14.16 No Admissions.

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor or Mestek with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of any classification of any Claim or Interest.

Section 14.17 Entire Agreement.

The Plan sets forth the entire agreement and undertakings relating to the subject matter hereof and supersedes all prior discussions and documents. Neither the Debtor nor Mestek shall be bound by any terms, conditions, definitions, warranties, understandings, or

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representations with respect to the subject matter hereof, other than as expressly provided for herein or as the parties may hereafter agree in writing.

#### Section 14.18 Waiver.

The Debtor and Mestek reserve the right, in their respective sole discretions, to waive any provision of this Plan to the extent such provision is for the sole benefit of the Debtor.

#### Section 14.19 Plan Supplement.

Upon its Filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Claimholders or Interestholders may obtain a copy of the Plan Supplement upon written request to counsel to the Debtor at the address set forth in Section 14.09 of the Plan.

#### Section 14.20 Waiver of Automatic Stay to Enforce Judgment.

The Debtor or Mestek may request that the Confirmation Order include (i) a finding that Federal Rule of Civil Procedure 62(a), Bankruptcy Rule 7062 and Bankruptcy Rule 3020(e) shall not apply to the Confirmation Order and (ii) authorization for the Debtor to consummate the Plan immediately after entry of the Confirmation Order.

#### Section 14.21 Section 1146 Exemption.

To the fullest extent permitted under section 1146(c) of the Bankruptcy Code, the assignment or surrender of any unexpired lease, sublease or executory contract, or the delivery, making, filing, or recording of any deed or other instrument of transfer, or the issuance, transfer, or exchange of any ~~<Security>~~security under the Plan, including, without limitation, the beneficial interests in the TCE PI Trust Agreement, or the execution, delivery or recording of an instrument of transfer under the Plan, or the revesting, transfer or sale of any real or other Property of or to the Debtor or the TCE PI Trust, whether arising prior or subsequent to the Confirmation Date, including any deeds, bills of sale or assignments executed in connection with any disposition of assets contemplated by this Plan shall not be subject to any stamp ~~<tax>~~Tax, real estate transfer, mortgage, recording or other similar ~~<tax>~~Tax. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp ~~<tax>~~Tax, deed stamps, stamp ~~<tax>~~Tax, transfer ~~<tax>~~Tax, mortgage recording ~~<tax>~~Tax, intangible ~~<tax>~~Tax or similar ~~<tax>~~Tax.

#### Section 14.22 Dissolution of Committee.

On the Effective Date, any Committee shall be automatically dissolved and all members, Professionals and agents of such Committee shall be deemed released of their duties, responsibilities and obligations, and shall be without further duties, responsibilities and authority

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in connection with the Debtor, the Chapter 11 Case, the TCE PI Trust, and the Plan or its implementation.

### CONFIRMATION REQUEST

The Debtor and Mestek hereby request Confirmation of the Plan pursuant to section 1129(a) or, in the event that the Plan is not accepted by each of those Classes of Claims and Interests entitled to vote, section 1129(b) of the Bankruptcy Code.

Dated: ~~<May>~~ June ~~<20>~~ 15, 2004

**MET-COIL SYSTEMS CORPORATION,**  
Debtor and Debtor-in-Possession

**MESTEK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Document comparison done by DeltaView on Tuesday, June 15, 2004 14:33:14

Document 1	pcdocs://GKLIB/432504/1
Document 2	pcdocs://GKLIB/432504/4
Rendering set	GK

Insertion	
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Moved from	
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Format change	
Moved deletion	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

	Count
Insertions	319
Deletions	223
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Moved to	
Format changed	0
Total changes	

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## **EXHIBIT 1**

**To**

**<First> Second Amended Chapter 11 Plan of Reorganization  
Proposed by Met-Coil Systems Corporation  
and Mestek, Inc., as Co-Proponents, dated <May> June <20,> 15, 2004**

**<FIRST> SECOND AMENDED GLOSSARY OF TERMS**



~~<FIRST>~~ **SECOND AMENDED GLOSSARY OF TERMS**

**"Administrative Claim"** means a Claim for (a) any postpetition cost or expense of administration (including, without limitation, the fees and expenses of Professionals) of the Chapter 11 Case, which is made under Sections 503, 507(a)(1), 507(b) or 1114(c)(2) of the Bankruptcy Code including, but not limited to (i) any actual and necessary postpetition cost or expense of preserving the Estate or operating the business of the Debtor, (ii) any payment to be made under the Plan to cure a default on an assumed executory contract or assumed unexpired lease, (iii) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business, (iv) any postpetition actual and necessary costs and expenses of operating the business of the Debtor, (v) compensation or reimbursement of expenses of Professionals to the extent Allowed by the Bankruptcy Court, (vi) reimbursement of expenses of the members of any Committee to the extent Allowed by the Bankruptcy Court, and (vii) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order under Section 546(c)(2)(A) of the Bankruptcy Code; and (b) any fee or charge assessed against the Estate under chapter 123 of title 28 of the United States Code.

**"Administrative Claims Bar Date"** means ~~<these>the~~ ~~<dates>~~ date established as the last day for Filing all requests for payment of Administrative Claims, including Professional Claims, pursuant to Sections 10.02 and 10.03 of the Plan, namely the 45<sup>th</sup> day after notice of the Effective Date is mailed.

**"Affiliate"** means (A) an Entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the Debtor, other than an Entity that holds such securities (i) in a fiduciary or agency capacity without sole discretionary power to vote such securities or (ii) solely to secure a debt, if such Entity has not in fact exercised such power to vote; (B) a corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Debtor, or by an Entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the Debtor, other than an Entity that holds such securities (i) in a fiduciary or agency capacity without sole discretionary power to vote such securities, or (ii) solely to secure a debt, if such Entity has not in fact exercised such power to vote; (C) a Person whose business is operated under a lease or operating agreement by the Debtor, or a Person substantially all of whose property is operated under an operating agreement with the Debtor; or (D) an Entity that operates the business or substantially all of the property of the Debtor under a lease or operating agreement.

**"AG Action"** means *People of the State of Illinois v. Lockformer, et al.*, (Case No. 01 CH 0062).

**"AG Plaintiffs"** means the ~~<Attorney General for the State of>~~ Illinois AG and the DuPage County Illinois State's Attorney.

**"Agreed Order"** means that certain Agreed Order entered in the Circuit Court of DuPage County in the AG Action on January 22, 2001 and subsequent Agreed Orders entered in that matter on March 12, 2001 and May 6, 2002 between Lockformer and the Plaintiff, and the federal UAO.

**"AlliedSignal"** means AlliedSignal, Inc., predecessor to Honeywell.

**"Allowed"** means any Claim or Interest or portion thereof, to the extent such Claim or Interest or any portion thereof is not a Disputed Claim or a Disallowed Claim (a) proof of which (i) was timely Filed with the Debtor's duly appointed claims agent, (ii) was deemed timely Filed pursuant to Section 1111(a) of the Bankruptcy Code, or (iii) by a Final Order, was not required to be Filed; (b) which has been, or hereafter is, listed in the Schedules as liquidated in an amount other than zero and not Disputed or contingent (or as to which the applicable Proof of Claim has been withdrawn or Disallowed);

and (c) which has been allowed (whether in whole or in part) by a Final Order (but only to the extent so allowed) of the Bankruptcy Court (or such other court as the Debtor and the Claimholder or Interestholder agree may adjudicate such Claim or Interest and ~~<objections>~~ Objections thereto), and, in (a), (b) and (c) above, as to which no Objection to the allowance thereof, or action to subordinate, avoid, classify, reclassify, expunge, estimate or otherwise limit recovery with respect thereto, has been Filed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order; (d) which is allowed under or pursuant to the terms of the Plan; (e) which arises from the recovery of property under Sections 550 or 553 of the Bankruptcy Code which has been allowed in accordance with Section 503(h) of the Bankruptcy Code; or (f) which is a Professional Claim for which a fee award amount has been approved by a Final Order of the Bankruptcy Court; provided, however, that Claims temporarily allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed" hereunder.

**"Allowed Claim"** means a Claim that is Allowed.

**"Allowed \_\_\_ Claim"** means, with respect to any specified Class or type of Claim, whether a classified Claim or an Unclassified Claim, that the referenced Claim is an Allowed Claim.

**"Alter-Ego Claims"** means any and all Claims against Mestek, Formtek or any other Mestek Affiliate under alter-ego, corporate-veil, vicarious liability, unity of interest, de facto merger, substantive consolidation theories or other similar theories, including any such Claims that have been asserted, could have been asserted in the Chapter 11 Case or are asserted in the future.

**"Alternative Plan Proposal"** means a proposal by a Potential Alternative Plan Sponsor to consummate an Alternative Restructuring Transaction and to fund the Plan in accordance with the Sale Procedures Order.

**"Alternative Plan Proposal Deadline"** means ~~<----->~~ July 12, 2004 at 4:00 p.m. (Eastern Time), which is the date and time by which a proposal for a higher or better Alternative Restructuring Transaction must be submitted by a Qualified Alternative Plan Sponsor.

**"Alternative Restructuring Deposit Amount"** means a deposit that is equal to ten percent (10%) of the total investment proposed to be paid by any Qualified Alternative Plan Sponsor at the time of the submission of its Alternative Plan Proposal, which deposit shall be in Cash to be held in an escrow account at a financial institution designated by the Debtor and subject to an escrow agreement in form and substance satisfactory to the Debtor.

**"Alternative Restructuring Transaction"** means the purchase of the New Common Stock, the proceeds of unsettled Claims arising under the Insurance Policies for TCE Claims after the Confirmation Date, if any, and the Contribution Actions, by a Winning Plan Sponsor other than Mestek.

**"Alternative Restructuring Transaction Consideration"** means the aggregate amounts proposed to be paid by a Potential Alternative Plan Sponsor in an Alternative Restructuring Transaction.

**"Assumed Contracts"** means (a) the executory contracts and leases identified on Exhibit 2 of the Plan (as may be modified in accordance with Section 6.01 of the Plan) to be assumed by the Reorganized Debtor on the Effective Date; (b) the Benefits Plans identified on Exhibit 3 of the Plan to be assumed by the Reorganized Debtor on the Effective Date; and (c) the Collective Bargaining Agreements identified on Exhibit 4 of the Plan to be assumed by the Reorganized Debtor on the Effective Date.

**"Auction"** means the auction, if any, to be held on ~~July 21, 2004~~ July 21, 2004 at 10:00 a.m. (Eastern Time) at the law offices of Morris, Nichols, Arsht & Tunnell, 1201 North Market Street, Wilmington, Delaware 19899.

**"Avoidance Actions"** means any and all Causes of Action (whether direct or derivative) which a trustee, the Debtor, the Estate or other appropriate party in interest may assert under Sections 544, 545, 547, 548, 549, 550, 551 and 553(b) of the Bankruptcy Code, or under related state or federal statutes or common law, including fraudulent transfer laws, whether or not litigation is commenced to prosecute such Claims (other than those which are released or dismissed as part of and pursuant to the Plan), including the Debtor's rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted; provided, however, that the term "Avoidance Actions" shall not include Recovery Actions.

**"Ballot"** means the ballot accompanying the Disclosure Statement upon which holders of Impaired Claims entitled to vote on the Plan shall indicate their acceptance or rejection of the Plan in accordance with the instructions regarding voting.

**"Bankruptcy Code"** means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as in effect on the Petition Date, together with all amendments and modifications thereto that are applicable to the Chapter 11 Case.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the District of Delaware or, if such court ceases to exercise jurisdiction over the Chapter 11 Case and related proceedings, the court or adjunct thereof that exercises jurisdiction over the Chapter 11 Case.

**"Bankruptcy Rules"** means (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under Section 2075 of title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under Section 2072 of title 28 of the United States Code, (iii) the applicable Local Rules of Civil Practice and Procedure of the United States District Court for the District of Delaware, and (iv) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that are applicable to the Chapter 11 Case or proceedings therein, as the case may be.

**"Bar Date"** means November 14, 2003 or such other date (or dates) set by the Bankruptcy Court as the last day for Filing a Proof of Claim against the Debtor in the Chapter 11 Case.

**"Baseline Bid"** means the amount of the highest and best offer received by the Debtor, by the Alternative Plan Proposal Deadline as determined by the Debtor in its sole discretion, after consultation with the Committee.

**"Benefits Plans"** means the Debtor's 401(k) savings plans, profit sharing, retirement plans or benefits (whether frozen or otherwise), health care plans, performance-based incentive plans, workers' compensation programs and life, disability, and other employment-related insurance plans and other employee benefit plans, policies, and programs of the Debtor applicable to its directors, officers or employees in effect as of the Effective Date, and as identified on Exhibit 3 of the Plan.

**"Board of Directors"** means the Board of Directors of the Debtor or the Reorganized Debtor, as the case may be, as it may exist from time to time.

**"Business Day"** means any day which is not a Saturday, a Sunday, a "legal holiday" as defined in Bankruptcy Rule 9006(a), or a day on which banking institutions in the State of Delaware are authorized or obligated by law, executive order or governmental decree to be closed.

**"Calendar Quarter"** means any consecutive three (3) month period ending on any March 31, June 30, September 30 or December 31, provided that the first Calendar Quarter shall be deemed to be the period commencing on the Effective Date and ending on the first day that is (x) the last day of such a three (3) month period and (y) more than sixty days after the Effective Date.

**"Capital Contribution"** means, in the event Mestek is the Winning Plan Sponsor, the amounts paid or contributed to the Reorganized Debtor by Mestek on the Effective Date in order to fund, in part, distributions under the Plan including (i) contribution of its Class 3.2 Claims and its Class 4.2 Claims, (ii) funding of the Unsecured Claims Distribution Fund and the TCE Litigation Distribution Fund, (iii) funding of the TCE PI Trust; (iv) funding of any additional amount necessary to adequately capitalize the Reorganized Debtor, and (v) funding of the Mejdrech Settlement Amount and the Schreiber Settlement Amount. The Capital Contribution shall consist of all Cash and non-Cash consideration contributed by Mestek.

**"Capital Stock"** means (i) with respect to any corporation, any share, or any depositary receipt or other certificate representing any share, of an equity ownership interest in that corporation and (ii) with respect to any other Entity, any share, membership, or other percentage interest, unit of participation, or other equivalent (however designated) of any equity interest in that Entity.

**"Cash or \$"** means money, currency and coins, negotiable checks, balances in bank accounts and other lawful currency of the United States of America and its equivalents.

**"Causes of Action"** means any and all actions, claims, rights, defenses, third-party claims, indemnity claims, contribution claims, damages, executions, demands, crossclaims, counterclaims, suits, causes of action, choses in action, controversies, agreements, promises, rights to legal remedies, proceedings, rights to equitable remedies, accounts, rights to payment and claims whatsoever, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, whether asserted, that could have been asserted in the Chapter 11 Case or that are asserted in the future and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, and whether in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty and whether direct or derivative.

**"CERCLA"** means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as codified in title 42 of the United States Code, 42 U.S.C. §§ 9601-9675.

**"Chapter 11 Case"** means the case under chapter 11 of the Bankruptcy Code commenced by the Debtor in the Bankruptcy Court on the Petition Date.

**"Claim"** means any (i) right to payment heretofore, now or hereafter asserted, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, non-contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, asserted, unasserted, known or unknown; or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and in each case asserted against the Debtor.

**"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 ~~<60>~~90<sup>th</sup> 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>~~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>~~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>~~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~~ Second 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, as Amended, dated ~~May 20,~~ June 15, 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 and the Winning Plan Sponsor may choose in ~~<its>~~ their 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, the Future Claimants' Representative 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 and Proofs of Interest 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>~~ 3022, which is a Final Order.

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

**"Future Claimants' Representative Order"** means the Order of the Bankruptcy Court entered on October 20, 2003, appointing the Future Claimants' Representative.

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

**"Hook-Ups"** means the connection of certain homeowners to a municipal water supply as specifically set forth in Section 7.17 of the Plan.

**"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>~~among the Reorganized Debtor~~<and>~~, Mestek and the Winning Plan Sponsor, if applicable, 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>~~from unsettled Claims arising from the <Reorganized Debtor under any> Insurance <Policy with respect to the Insurance Actions relating to the> Policies for TCE Claims, after the Effective Date, if any, 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>~~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 LeClerc Contribution Third-Party Defendants.

**"LeClerc Contribution Third-Party Defendants"** means the third-party defendants in connection with the LeClerc 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 the class in the Mejdrech Litigation, and their respective past, present and future successors, heirs, assigns, transferees, assignees, attorneys and other representatives.

**"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 Reorganized 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~~ among 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, including Claims for attorneys' fees and expenses, 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~~ plans (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~~ the ~~First~~ Second Amended Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc., as Co-Proponents, dated ~~May~~ June ~~20,~~ 15, 2004, including all exhibits, appendices, schedules and annexes, if any, attached ~~hereto~~ thereto 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 Bankruptcy Court or the duly appointed claims agent ~~<with respect to>~~ in the <Debtor> Chapter 11 Case pursuant to Bankruptcy Rules 3001 or 3002.

**"Proof of Interest"** means any proof of ~~<interest>~~ Interest ~~<filed>~~ Filed with the Bankruptcy Court or ~~<its>~~ the duly appointed claims agent ~~<with respect to>~~ in the <Debtor> Chapter 11 Case pursuant to Bankruptcy ~~<Rule>~~ Rules 3001 or 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>~~ Future Claimants' 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 the Petition Date, 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 PI Trust 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, that relate, in any way, to the Debtor or the Reorganized Debtor, 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 for any debt of Met-Coil 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~~