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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," the "Debtor" or the "Reorganized Debtor"), the debtor and debtor-in-possession in Case No. 03-12676 (the "Chapter 11 Case") pending in the Bankruptcy Court as Settlor; the Future Claimants' Representative; and the Trustee identified on the signature page hereof and appointed at Confirmation pursuant to 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 Chapter 11 Case pending in the Bankruptcy Court; and

WHEREAS, the Bankruptcy Court has confirmed the Plan; and

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

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Second Amended Chapter 11 Plan of Reorganization Proposed By Met-Coil Systems Corporation and Mestek, Inc. as Co-Proponents, dated June 15, 2004 (as amended, modified, or supplemented from time to time, 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

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 PI 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 of the prerequisites for an injunction pursuant to section 105 of the Bankruptcy Code, and the TCE Channeling Injunction has been entered in connection with the Confirmation Order and the Plan;

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 PI Settlement Trust,” which is the TCE PI Trust provided

meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

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 TCE PI Trust Claims, including the liability related thereto. 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 TCE Channeling Injunction issued in connection with the Plan or the TCE PI Trust's assumption of all TCE PI Trust Claims, including the liabilities related thereto, 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 from the TCE PI Trust Assets, 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 from the TCE PI Trust Assets 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 or the Plan;

(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; and

(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.

(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 (or otherwise make publicly available after the Chapter 11 Case is closed), 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 Chapter 11 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 Chapter 11 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 the closing of the Chapter 11 Case, otherwise made available to the public.

(d) The Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The Trustee shall provide a copy of the budget and cash flow projections to the Future Claimants' Representative, Reorganized Debtor, and Mestek.

(e) The Trustee shall consult with the Future Claimants' Representative pursuant to the consultation process set forth in Section 5.6 below (i) on the general implementation and administration of the TCE PI Trust; (ii) on the general implementation and administration of the TDP; and (iii) any other instances elsewhere enumerated, including:

(i) to change the Scheduled Diseases, Disease Levels, Maximum Values, Minimum Values, and/or Medical/Exposure Criteria defined and set forth in Section 4.3(a) of the TDP, and/or the Exposure Values and/or Exposure Criteria as defined and set forth in Section 4.3(b) of the TDP;

(ii) to establish and/or to change the Claims Materials (as defined in the TDP) to be provided holders of TCE PI Trust Claims under Section 5.1 of the TDP;

(iii) to require that claimants provide additional kinds of medical evidence pursuant to Section 4.5 of the TDP;

(iv) to change the form of release to be provided pursuant to Section 6.7 of the TDP, provided that any change to the form of release shall not in any way, impact or impair the protections afforded to Met-Coil, Reorganized Debtor, Mestek or any Mestek Affiliate absent such entities' express written consent;

(v) to terminate the TCE PI Trust pursuant to Section 6.2 below;

(vi) to change the compensation and/or per diem of the Future Claimants' Representative or Trustee, other than to reflect cost-of-living increases or changes approved by the Bankruptcy Court as otherwise provided herein; or

(vii) to take structural or other actions to minimize any tax on the TCE PI Trust Assets.

(f) The Trustee shall meet with the Future Claimants' Representative no less often than semi-annually. The Trustee shall meet in the interim with the Future Claimants' Representative when so requested by either party.

(g) The Trustee, upon notice from the Future Claimants' Representative, if practicable in view of pending business, shall at their next meeting with the Future Claimants' Representative consider issues submitted by the Future Claimants' Representative.

(h) Periodically, but not less often than once a year, the Trustee shall make available to claimants and other interested parties the number of claims by Disease Levels (as defined in the TDP) that have been resolved by individual review, by arbitration, or by trial, indicating the amounts of the awards and the averages of the awards by jurisdiction pursuant to Section 7.10 of the TDP.

2.3 Claims Administration.

(a) The Trustee shall promptly proceed to implement the TDP.

(b) Notwithstanding anything to the contrary in this TCE PI Trust Agreement or the TCE PI Trust Distribution Procedures, the Trustee shall pay the Settled TCE PI Trust

Claims within five (5) Business Days after the Effective Date from the TCE PI Trust Assets.

SECTION 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts. The Trustee may, from time to time, create such accounts and reserves within the TCE PI Trust as he or she may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and payment of TCE PI Trust Claims and may, with respect to any such account or reserve, restrict the use of monies therein.

3.2 Investments. Investment of monies held in the TCE PI Trust shall be administered in the manner in which individuals of ordinary prudence, discretion, and judgment would act in the management of their own affairs, subject to the following limitations and provisions:

(a) The TCE PI Trust shall not acquire, directly or indirectly, equity in any entity or business enterprise if, immediately following such acquisition, the TCE PI Trust would hold more than 5% of the equity in such entity or business enterprise. The TCE PI Trust shall not hold, directly or indirectly, more than 10% of the equity in any entity or business enterprise.

(b) The TCE PI Trust shall not acquire or hold any long-term debt securities unless (i) such securities are TCE PI Trust Assets under the Plan, (ii) such securities are rated “Baa” or higher by Moody’s, “BBB” or higher by Standard & Poor’s (“S&P’s”), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(c) The TCE PI Trust shall not acquire or hold for longer than ninety (90) days any commercial paper unless such commercial paper is rated “Prime-1” or higher by Moody’s or “A-1” or higher by S&P’s or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) The TCE PI Trust shall not acquire or hold any common or preferred stock or convertible securities unless such stock or securities are rated “A” or higher by Moody’s or “A” or higher by S&P’s or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency.

(e) The TCE PI Trust shall not acquire any debt securities or other instruments issued by any entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) if, following such acquisition, the aggregate market value of all debt securities and instruments issued by such entity held by the TCE PI Trust would exceed 2% of the aggregate value of the TCE PI Trust estate. The TCE PI Trust shall not hold any debt securities or other instruments issued by any entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) to the extent that the aggregate market value of all securities and instruments issued by such entity held by the TCE PI Trust would exceed 5% of the aggregate value of the TCE PI Trust Assets.

(f) The TCE PI Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a

subsidiary, meet the standards set forth in Section 3.2(b) above.

(g) The TCE PI Trust may acquire and hold any securities or instruments issued by Reorganized Debtor or any successor to Reorganized Debtor, or obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(f) above.

(h) The TCE PI Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustee, they are adequately collateralized.

(i) The TCE PI Trust shall not acquire or hold any options.

3.3 Source of Payments. All Trust Expenses and all payments and liabilities with respect to TCE PI Trust Claims shall be payable solely by the TCE PI Trust out of the TCE PI Trust Assets. Neither Met-Coil, the Reorganized Debtor, the Mestek Affiliates, their respective present or future subsidiaries, divisions, parents, affiliates, successors in interest, assigns, directors, officers, employees, or agents, nor the Trustee or Future Claimants' Representative, their respective officers, agents, advisors, or employees nor any other party, other than the TCE PI Trust, shall be liable for the payment of any Trust Expense, TCE PI Trust Claim or any other liability of the TCE PI Trust.

SECTION 4

TRUSTEE

4.1 Appointment. There shall be one Trustee who shall initially be the person named on the signature page hereof.

4.2 Term of Service.

(a) The initial Trustee named pursuant to Article 4.1 above shall serve a term of three (3) years. Thereafter, each subsequent term of service shall be five (5) years. The initial Trustee shall serve from the Effective Date until the earlier of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to Section 4.2(b) below, (iv) his or her removal pursuant to Section 4.2(c) below, or (v) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time by written notice to the Future Claimants' Representative. Such notice shall specify a date when such resignation shall be effective, which shall not be less than 90 days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Trustee be effective until the appointment of a successor Trustee.

(c) The Trustee may be removed by motion to the Bankruptcy Court or such other court of competent jurisdiction by the Future Claimants' Representative in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section

2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court or such other court of competent jurisdiction, and shall take effect at such time as such court shall determine.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the position of Trustee, whether by term expiration, resignation or removal, the Future Claimants' Representative shall appoint a successor Trustee, with the approval of the Bankruptcy Court, or such other court of competent jurisdiction. In the event that the Future Claimants' Representative fails to appoint a successor Trustee, the Bankruptcy Court, or such other court of competent jurisdiction, shall make the appointment. Nothing shall prevent the reappointment of a Trustee for an additional term or terms.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

(c) Any successor Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor Trustee completed his or her term, (ii) the end of the remainder of the term of the Trustee whom he or she is replacing if said predecessor Trustee did not complete said term, (iii) his or her death, (iv) his or her resignation pursuant to Section 4.2(b) above, (v) his or her removal pursuant to Section 4.2(c) above, or (vi) the termination of the TCE PI Trust pursuant to Section 6.2 below.

4.4 Liability of Trustee, Officers and Employees. The Trustee and the individuals identified as Additional Indemnitees in Section 2.1(c)(xiii) above shall not be liable to the TCE PI Trust, to any individual holding a TCE PI Trust Claim, or to any other person, except for such individual's own breach of trust committed in bad faith or willful misconduct. In addition, the Trustee and the Additional Indemnitees shall not be liable for any act or omission of any other Trustee or Additional Indemnitee unless such person acted with bad faith in the selection or retention of such other Trustee or Additional Indemnitee.

4.5 Compensation and Expenses of Trustee.

(a) The Trustee shall receive compensation from the TCE PI Trust for his or her services as Trustee in the amount of \$_____ per annum. The per annum compensation payable to the Trustee hereunder shall be reviewed every three (3) years and appropriately adjusted for changes in the cost of living. Any other changes in compensation of the Trustee shall be made subject to the approval of the Bankruptcy Court or such other court of competent jurisdiction.

(b) The TCE PI Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder from the TCE PI Trust Assets.

(c) The TCE PI Trust shall include a description of the amounts paid under this Section 4.5 in the papers to be filed with the Bankruptcy Court (or made publicly available after the Chapter 11 Case is closed) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

4.6 Indemnification of Trustee and Additional Indemnitees.

(a) The TCE PI Trust shall indemnify and defend the Trustee, as well as the Additional Indemnitees, in the performance of their duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of Delaware is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties, except for willful misconduct or gross negligence. Notwithstanding the foregoing, the Trustee and the Additional Indemnitees shall not be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee or Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative or arbitrative from which they are indemnified by the TCE PI Trust pursuant to Section 4.6(a) above, shall be paid by the TCE PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee or Additional Indemnitee, to repay such amount in the event that it shall be determined ultimately by final order that such Trustee or Additional Indemnitee is not entitled to be indemnified by the TCE PI Trust.

(c) The Trustee may purchase with funds from the TCE PI Trust and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee or Additional Indemnitee including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, Future Claimants' Representative, officer, employee, agent or other representative.

4.7 Trustee's Lien. The Trustee and the Additional Indemnitees shall have a first priority lien upon the TCE PI Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

4.8 Trustee's Employment of Experts. The Trustee may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors and forecasters, and other parties deemed by the Trustee to be qualified as experts on the matters submitted to him or her, and the written opinion of or information provided by any such parties on any matters submitted to them by the Trustee shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

4.9 Trustee's Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for Reorganized Debtor. No Trustee shall act as an attorney for any person who holds a TCE PI Trust Claim.

4.10 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

SECTION 5

THE FUTURE CLAIMANTS' REPRESENTATIVE

5.1 Duties. The initial Future Claimants' Representative shall be Eric D. Green, Esquire. He shall serve in a fiduciary capacity, representing the interests of the holders of TCE PI Trust Claims for the purpose of protecting the rights of such persons. The Trustee must

consult with the Future Claimants' Representative on matters identified in Section 2.2(e) above and on certain other matters provided herein.

5.2 Term of Office.

(a) The Future Claimants' Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, or (iv) the termination of the TCE PI Trust pursuant to Section 6.2 below.

(b) The Future Claimants' Representative may resign at any time by written notice to the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable; provided, however, in no event shall the resignation of the Future Claimants' Representative be effective until the appointment of a successor Future Claimants' Representative.

(c) The Future Claimants' Representative may be removed by the Bankruptcy Court or such other court of competent jurisdiction in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause.

5.3 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated prior to the effective date of the resignation by the resigning Future

Claimants' Representative, and a vacancy caused by death or removal of the Future Claimants' Representative shall be filled with an individual nominated by the Trustee. In any case, the nominee shall be subject to the approval of the Bankruptcy Court, or such other court of competent jurisdiction.

5.4 Future Claimants' Representative's Employment of Professionals.

(a) The Future Claimants' Representative may, but is not required, to retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the Future Claimants' Representative to be qualified as experts on matters submitted to the Future Claimants' Representative (the "Future Claimants' Professionals"). The Future Claimants' Representative and his or her Future Claimants' Professionals shall at all times have complete access to the TCE PI Trust's officers, employees and agents, as well as to the Professionals retained by the TCE PI Trust, and shall also have complete access to all information generated by them or otherwise available to the TCE PI Trust or the Trustee. In the absence of gross negligence, written opinions and other information provided by any Future Claimants' Professional deemed by the Future Claimants' Representative to be qualified as an expert on the particular matter submitted to the Future Claimants' Representative shall be full and complete authorization and protection in support of any action taken or not taken by the Future Claimants' Representative in good faith and in accordance with the written opinions and other information provided by the Future Claimants' Professional.

(b) The TCE PI Trust shall promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of legal counsel pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties

hereunder. The TCE PI Trust shall also promptly reimburse, or pay directly if so instructed, the Future Claimants' Representative for all reasonable fees and costs associated with the Future Claimants' Representative's employment of any other Future Claimants' Professionals pursuant to this provision in connection with the Future Claimants' Representative's performance of his or her duties hereunder; provided, however, that (i) the Future Claimants' Representative has first submitted to the TCE PI Trust a written request for such reimbursement setting forth the reasons (A) why the Future Claimants' Representative desires to employ the Future Claimants' Professional, and (B) why the Future Claimants' Representative cannot rely on Professionals retained by the TCE PI Trust to meet the need of the Future Claimants' Representative for such expertise or advice, and (ii) the TCE PI Trust has approved the Future Claimants' Representative's request for reimbursement in writing. If the TCE PI Trust agrees to pay for the Future Claimants' Professional, such reimbursement shall be treated as a Trust Expense. If the TCE PI Trust declines to pay for the Future Claimants' Professional, it must set forth its reasons in writing. If the Future Claimants' Representative still desires to employ the Future Claimants' Professional at TCE PI Trust expense, the Future Claimants' Representative and/or the Trustee shall resolve their dispute pursuant to Section 6.13 below.

5.5 Compensation and Expenses of the Future Claimants' Representative. The Future Claimants' Representative shall receive compensation from the TCE PI Trust in the form of payment at the Future Claimants' Representative's normal hourly rate (currently, \$600 per hour) for services performed. The TCE PI Trust will promptly reimburse the Future Claimants' Representative for all reasonable out-of-pocket costs and expenses incurred by the Future Claimants' Representative in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense. The TCE PI Trust shall

include a description of the amounts paid under this Section 6.5 in the reports to be filed with the Bankruptcy Court (or otherwise made publicly available) and provided to the Future Claimants' Representative, Reorganized Debtor, and Mestek pursuant to Section 2.2(c)(i).

5.6 Procedures for Consultation with the Future Claimants' Representative.

(a) In the event the Trustee is required to consult with the Future Claimants' Representative pursuant to Section 2.2(e) above or on any other matters specified herein, the Trustee shall provide the Future Claimants' Representative with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the Future Claimants' Representative with such reasonable access to Professionals and other experts retained by the TCE PI Trust and its staff (if any) as the Future Claimants' Representative may reasonably request during the time that the Trustee is considering such matter, and shall also provide the Future Claimants' Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(b) The Trustee shall take into consideration the time required for the Future Claimants' Representative, if he or she so wishes, to engage and consult with his or her own independent financial or investment advisors as to such matter.

(c) Irrespective of the Future Claimants' Representative's consultation rights, the Trustee shall have sole discretion over the operation of the TCE PI Trust and decisions affecting the TCE PI Trust shall ultimately be under the Trustee's authority. However, in the event a dispute arises from these consultation rights, nothing herein shall prohibit the Future Claimants' Representative from bringing an action against the TCE PI Trust in the Bankruptcy

Court or other court of competent jurisdiction.

SECTION 6

GENERAL PROVISIONS

6.1 Irrevocability. The TCE PI Trust is irrevocable.

6.2 Termination.

(a) The TCE PI Trust shall immediately terminate after the first to occur of the following events:

(i) the later of (a) the 45th anniversary after the Effective Date of the Plan or (b) such later date as may be determined by the Trustee; provided, however, that in the event that the Trustee elects to continue the TCE PI Trust after the 45th anniversary of the Effective Date, the Protected Parties shall continue to have the benefits of the TCE Channeling Injunction but shall have no further funding obligations; or

(ii) If the Reorganized Debtor or Mestek fail to make a payment required under the TCE PI Trust Funding Agreement and fail to cure the payment default in thirty (30) days, the Reorganized Debtor and Mestek shall be in default and the TCE PI Trust shall be entitled to liquidate the collateral and demand payment of any remaining amounts, if any, due to the TCE PI Trust pursuant to the TCE PI Trust Funding Agreement. In the event of such a default, the TCE Channeling Injunction shall terminate solely as to the Reorganized Debtor and the Mestek Affiliates.

(b) In the event of termination of the TCE PI Trust for any reason, the

previous determinations of payments made by, and settlements of TCE PI Trust Claims by the TCE PI Trust (including, but not limited to, claim liquidation, claim rejection, decisions by the Claims Resolution Panel, and arbitration decisions) and the releases delivered by claimants to the TCE PI Trust shall continue to apply to the Reorganized Debtor and the Mestek Affiliates.

(c) Provided the Reorganized Debtor and Mestek are not in default of their respective obligations under the TCE PI Trust, upon termination of the TCE PI Trust, any funds remaining in the TCE PI Trust will revert to Mestek.

6.3 Amendments. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend this TCE PI Trust Agreement and the TCE PI Trust By-laws. The Trustee, after consultation with the Future Claimants' Representative, may modify or amend the TDP; provided, however, that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this TCE PI Trust Agreement to the contrary, neither this TCE PI Trust Agreement, the TCE PI Trust Bylaws, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify the efficacy or enforceability of the TCE Channeling Injunction or other releases entered by the Bankruptcy Court through confirmation of the Plan or the TCE PI Trust's qualified settlement fund status under Section 468B of the Internal Revenue Code.

6.4 Meetings. The Trustee and the Future Claimants' Representative, shall be deemed to have attended a meeting in the event such person spends a substantial portion of the day conferring, in person or by telephone conference call, on TCE PI Trust matters with the

Future Claimants' Representative or Trustee, as applicable. The Trustee and the Future Claimants' Representative shall have complete discretion to determine whether a meeting, as described herein, occurred for purposes of Sections 2.2(e) and 5.6 above.

6.5 Severability. Should any provision in this TCE PI Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TCE PI Trust Agreement.

6.6 Notices. Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the TCE PI Trust with respect to his or her TCE PI Trust Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by telex, telecopy or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the TCE PI Trust through the initial Trustee:

[To be named prior to Plan Confirmation]

To the initial Future Claimants' Representative:

Eric D. Green
Resolutions LLC
222 Berkeley Street, Suite 1060
Boston, MA 02116

with a copy to:
Young Conaway Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801
Attn: Edwin J. Harron, Esq.

To Reorganized Debtor:

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

with a copy to:
Goldberg Kohn
55 E. Monroe, Suite 3700
Chicago, Illinois 60603
Attn: Ronald Barliant, Esq.

To Mestek:

Mestek
260 North Elm Street
Westfield, MA 01085
Attn: Nicholas Filler

with a copy to:
Greenberg Traurig, P.C.
77 West Wacker Drive
Suite 2500
Chicago, Illinois 60601
Attn: Nancy A. Peterman, Esq.

- (b) All such notices and communications if mailed shall be effective when physically

delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.7 Successors and Assigns. The provisions of this TCE PI Trust Agreement shall be binding upon and inure to the benefit of Met-Coil, the TCE PI Trust, the Trustee and Reorganized Debtor, and their respective successors and assigns, except that neither Met-Coil, the TCE PI Trust, the Trustee nor Reorganized Debtor may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this TCE PI Trust Agreement except, in the case of the TCE PI Trust and the Trustee, as contemplated by Section 2.1 above.

6.8 Limitation on Claim Interests for Securities Laws Purposes. TCE PI Trust Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 6.8 shall not apply to the holder of a claim that is subrogated to a TCE PI Trust Claim as a result of its satisfaction of such TCE PI Trust Claim.

6.9 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this TCE PI Trust Agreement is contained herein and in the documents referred to herein, and this TCE PI Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further

exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this TCE PI Trust Agreement are inserted for convenience only and do not constitute a portion of this TCE PI Trust Agreement, nor in any manner affect the construction of the provisions of this TCE PI Trust Agreement.

6.11 Governing Law. This TCE PI Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to Delaware conflict of law principles.

6.12 Settlor Representative and Cooperation. The Reorganized Debtor is hereby irrevocably designated as the Settlor, and it is hereby authorized to take any action required of the Settlor in connection with the TCE PI Trust Agreement. The sole obligation of the Reorganized Debtor under this TCE PI Trust Agreement shall be the establishment of the TCE PI Trust; provided, however that the Reorganized Debtor agrees to cooperate with the TCE PI Trust through the sharing of information and data relevant to the settlement of TCE PI Trust Claims. The TCE PI Trust, the Trustee and the Future Claimants' Representative agrees to keep confidential all information and data supplied by Met-Coil or the Reorganized Debtor and further agrees to use such information and data solely for the settlement of the TCE PI Trust Claims.

6.13 Dispute Resolution. Any disputes that arise under this TCE PI Trust Agreement or under the TDP shall be resolved by submission of the matter to an alternative dispute resolution ("ADR") process mutually agreeable to the parties involved. Should any party to the ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court, or such other court of competent jurisdiction, for a judicial determination of

the matter. In either case, if the dispute arose pursuant to the consultation provision set forth in Section 5.6, the burden of proof shall be on the party who objected to a proposed action to show that the objection was valid. Notwithstanding anything else herein contained, to the extent any provision of this TCE PI Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control.

6.14 Enforcement and Administration. The provisions of this TCE PI Trust Agreement and the TDP attached hereto shall be enforced by the Bankruptcy Court, or such other court of competent jurisdiction pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court, or such other court of competent jurisdiction, shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by alternative dispute resolution in accordance with Section 6.13 above.

6.15 Effectiveness. This TCE PI Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

6.16 Counterpart Signatures. This TCE PI Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this TCE PI Trust Agreement this
_____ day of _____, _____.

**MET-COIL SYSTEMS CORPORATION,
SETTLOR, by**

Name: _____

Title: _____

TRUSTEE

[To be named prior to Plan Confirmation]

FUTURE CLAIMANTS' REPRESENTATIVE

Eric D. Green, Esq.

FORM OF
MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST
TRUST DISTRIBUTION PROCEDURES

**MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST**

TRUST DISTRIBUTION PROCEDURES

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**MET-COIL SYSTEMS CORPORATION
TCE PERSONAL INJURY SETTLEMENT TRUST**

TRUST DISTRIBUTION PROCEDURES

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MET-COIL SYSTEMS CORPORATION TCE PI TRUST DISTRIBUTION PROCEDURES

The Met-Coil Systems Corporation TCE PI Trust Distribution Procedures (“TDP”) contained herein provide for resolving all TCE PI Trust Claims¹ as provided in and required by the Plan and the TCE PI Trust Agreement. The Plan and TCE PI Trust Agreement establish the TCE PI Trust. The Trustee shall implement and administer this TDP in accordance with the Plan, the TCE PI Trust Agreement and the Confirmation Order.

SECTION 1

Introduction

1.1 Purpose

This TDP has been adopted pursuant to the TCE PI Trust Agreement. It is designed to provide fair, equitable and substantially similar treatment for all TCE PI Trust Claims that may presently exist or may arise in the future in substantially the same manner.

1.2 Interpretation

Nothing in this TDP shall be deemed to create a substantive right for any holder of a TCE PI Trust Claim.

SECTION 2

Overview

2.1 TCE PI Trust Goals

The goal of the TCE PI Trust is to treat all holders of TCE PI Trust Claims fairly and equitably. This TDP furthers that goal by setting forth procedures for processing and paying

¹ Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the TCE PI Trust Agreement.

TCE PI Trust Claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all holders of such claims over time as equivalent a share as possible of the value of their claims based on risk that a claimant’s currently manifested or potential future personal injury were the result of such claimant’s exposure to TCE allegedly released from the Debtor’s Lockformer Site.

Through the Individual Review Process, the TDP establishes a two-tiered schedule of TCE-related diseases (“Disease Levels”), each of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”) and a liquidated value (“Liquidated Value”) falling between a specific Maximum Value and Minimum Value (as each is defined below). Through the Exposure Payment Process, the TDP also provides a compensation value (“Exposure Value”) to certain individuals who meet presumptive exposure requirements (“Exposure Criteria”) and have injuries other than the Disease Level I and Disease Level II diseases set forth in Section 4.3(a)(2).

The Disease Levels, Medical/Exposure Criteria, Maximum Value, Minimum Value, Exposure Value and Exposure Criteria as defined and set forth in Section 4.3 below, have been derived with the intention of fully satisfying all TCE PI Trust Claims in light of the best available information considering the settlement history of Met-Coil and/or the Mestek Affiliates, the available defenses of Met-Coil and the Mestek Affiliates, the individual strengths and weaknesses of each TCE PI Trust Claim, and the rights that holders of TCE PI Trust Claims would have in the court system absent the Chapter 11 Case (other than rights to punitive damages).

2.2 TCE PI Trust Claim Liquidation Procedures

TCE PI Trust Claims shall be processed based on their place in the FIFO Processing

Queue as defined in, and to be established pursuant to, Section 4.1(a) below. The TCE PI Trust shall take all reasonable steps to resolve TCE PI Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration.

For TCE PI Trust Claims that the Debtor has not liquidated on or before the Effective Date, the TCE PI Trust shall liquidate TCE PI Trust Claims that meet the presumptive Medical/Exposure Criteria for the Individual Review Process described in Section 4.3(a) herein or the Exposure Criteria for the Exposure Payment Process described in Section 4.3(b) herein.

All unresolved disputes concerning the determination of a proper Disease Level for TCE PI Trust Claims shall be subject to review by the Claims Resolution Panel as defined and set forth in Section 4.7 below. If the Claims Resolution Panel does not resolve such dispute concerning a qualifying disease or appropriate Disease Level, or if the claimant seeks to appeal the Liquidated Value of its claim, a claimant may elect mediation and, if necessary, binding or non-binding arbitration as set forth in Section 4.8(b) below under the ADR Procedures that are provided in Attachment A hereto. TCE PI Trust Claims that are the subject of a dispute with the TCE PI Trust that cannot be resolved by mediation or arbitration may enter the court system as provided in Section 4.8(c). However, if and when a claimant obtains a judgment in the court system, the judgment, if any, will be payable as provided in Section 6.6.

All unliquidated TCE PI Trust Claims will be analyzed and liquidated by the TCE PI Trust's Individual Review Process described in Section 4.3(b). The TCE PI Trust can offer the holder of a TCE PI Trust Claim an amount up to the Maximum Value for such claimant's corresponding Disease Level subject to the limitations set forth herein.

Based upon the settlement history of Met-Coil and/or the Mestek Affiliates and in light of applicable tort law, existing medical data, and current projections of present and future

unliquidated claims, the Maximum and Minimum Values set forth in Section 4.3(a)(3) have been established for each of the Disease Levels for the Individual Review Process, with the expectation that the combination of settlements resulting from the Individual Review Process will not exceed the TCE PI Trust Assets.

2.3 TCE PI Trust's Determination of the Payment Percentage

The TCE PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to satisfy all TCE PI Trust Claims in a substantially similar manner. At the discretion of the Trustee, in the event that the TCE PI Trust Assets are not sufficient to cover the anticipated full value of the claims projected to be received, the Trustee may develop and institute a process for reducing the Liquidated Value of TCE PI Trust Claims (the "Payment Percentage"), whereby a claimant will receive a pro-rata share of the Liquidated Value of their TCE PI Trust Claim after it is determined pursuant to the procedures under the Individual Review Process, arbitration, or litigation in the court system. The Payment Percentage shall not apply to liquidated TCE PI Trust Claims described in Section 4.2 below.

If instituted, the Payment Percentage may be adjusted upwards or downwards from time to time by the Trustee, after consultation with the Future Claimants' Representative, to reflect then-current estimates of the TCE PI Trust Assets and its liabilities. The Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and anticipated future TCE PI Trust Claims, the value of the assets then available to the TCE PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full Liquidated Value to all holders of TCE PI Trust

Claims.

2.4 TCE PI Trust Indemnity and Contribution Claims

As defined and set forth in Section 4.4 below, Indirect TCE PI Trust Claims, if any, shall be subject to the same categorization, evaluation, and payment provisions of this TDP as all other TCE PI Trust Claims.

SECTION 3

TDP Administration

3.1 Future Claimants' Representative

Pursuant to the Plan and the TCE PI Trust Agreement, the Trustee shall administer the TCE PI Trust and this TDP in consultation with the Future Claimants' Representative. The Trustee shall consult with the Future Claimants' Representative on any amendments to this TDP pursuant to Section 7.1 below, and on such other matters as are otherwise required below and in Section 6.6 of the TCE PI Trust Agreement. The initial Future Claimants' Representative is identified in the TCE PI Trust Agreement.

3.2 Consultation Procedures

In those circumstances in which their consultation is required, the Trustee will provide written notice to the Future Claimants' Representative of the specific amendment or other action that is proposed. The Trustee will not implement such amendment(s) or take such action unless and until the parties have engaged in the consultation process as described in Section 5.6 of the TCE PI Trust Agreement.

SECTION 4

Resolution of TCE PI Trust Claims

4.1 Ordering, Processing and Payment of Claims

4.1(a) Ordering of Claims

4.1(a)(1) Establishment of the FIFO Processing Queue

The TCE PI Trust will order on a FIFO basis TCE PI Trust Claims that are sufficiently complete to be reviewed for processing purposes except as otherwise provided herein (the “FIFO Processing Queue”). If any TCE PI Trust Claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the alleged TCE-associated disease or injury.

4.1(a)(2) Effect of Statutes of Limitations and Repose

To be eligible for a place in the FIFO Processing Queue, a TCE PI Trust Claim must meet the applicable statute of limitation in Illinois that was in effect at the time of the filing of the Claim Form (as defined in Section 4.3 below) against the TCE PI Trust. However, the running of the relevant statute of limitation shall be tolled as of the filing of a TCE PI Trust Claim with the requisite supporting documentation with the TCE PI Trust after the Effective Date.

4.1(b) Payment of Claims Liquidated After the Effective Date

TCE PI Trust Claims that are liquidated after the Effective Date through the Individual Review Process as described in Section 4.3(a), by a determination of the Claims Resolution Panel as provided by Section 4.8(a), by arbitration as provided in Section 4.8(b), or by litigation in the court system provided in Section 4.8(c), shall be paid, subject to the terms of this TDP and the TCE PI Trust Agreement, in FIFO order based on the date that the TCE PI Trust liquidates the TCE PI Trust Claim (the “FIFO Payment Queue”), except as otherwise provided herein.

Where the claimant is deceased or has been determined to be incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the TCE PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending; provided that the TCE PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or to the probate process for approval prior to the expiration of the time to accept the offer. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative and the TCE PI Trust receives written notice of the approval and acceptance, the TCE PI Trust shall place such claim in the FIFO Payment Queue and shall pay, subject to the terms of this TDP and the TCE PI Trust Agreement, the claim in the amount so offered and accepted.

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's TCE-related disease or, in the case of Exposure-Only Claims, the claimant's date of birth.

4.2 Resolution of Liquidated TCE PI Trust Claims

On the Effective Date, the Reorganized Debtor shall provide the Trustee with a list of (i) any TCE PI Trust Claims liquidated prior to the Effective Date and the holders of such liquidated TCE PI Trust Claims and (ii) funds sufficient to pay all such liquidated TCE PI Trust Claims in full as agreed to by the Future Claimants' Representative, Mestek and Met-Coil. Within five (5) Business Days after the Effective Date, the TCE PI Trust shall pay the holder of a liquidated TCE PI Trust Claim the amount of such holder's liquidated claim. To the extent that a dispute arises concerning the amount of a TCE PI Trust Claim liquidated prior to the Effective Date, the

holder of such Claim and the Reorganized Debtor shall resolve such dispute in the Bankruptcy Court or such other court of competent jurisdiction. Notwithstanding anything in the TCE PI Trust Agreement or this TDP to the contrary, no holder of a TCE PI Trust Claim liquidated prior to the Effective Date shall be required to file a Claim Form against the TCE PI Trust, participate in the Individual Review Process or otherwise be subject to the other processing or payment provisions of the TDP. Further, notwithstanding anything in the TCE PI Trust Agreement or these TCE PI Trust Distribution Procedures to the contrary, the Settled TCE PI Trust Claims are liquidated TCE PI Trust Claims, and the Trustee shall pay the Settled TCE PI Trust Claims within five (5) Business Days after the Effective Date.

4.3 Resolution of Unliquidated TCE PI Trust Claims

After the establishment of the TCE PI Trust, the Trustee, after consultation with the Future Claimants' Representative, shall adopt procedures for reviewing and liquidating all TCE PI Trust Claims that are unliquidated as of the Effective Date, including deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated TCE PI Trust Claims first file the appropriate Individual Review Process or Exposure Payment Process claim form (each referred to herein individually as a "Claim Form"), together with the required supporting documentation, in accordance with the provisions of Section 5.2 below.

The Individual Review Claim Form (as defined in Section 4.3(a)(1)) shall require the claimant to assert his or her claim for the Scheduled Disease in the highest Disease Level for which the claim qualifies at the time of filing. All claims shall be deemed to be a claim for the highest Disease Level alleged on the Individual Review Claim Form, and all lower Disease Levels for which the claim or claimant may also qualify at the time of filing or in the future shall be treated as subsumed into the Disease Level asserted by the claimant for processing, release