

Debtor for distribution to Claimholders and Interestholders in accordance with the priorities established by the Bankruptcy Code. The Bankruptcy Code generally provides that a senior Class must be paid in full before any Class junior to it may receive any distribution. A discussion of the potential effects that a chapter 7 liquidation would have on the recovery of Claimholders and Interests is set forth in Section IV.D. The Debtor believes that liquidation under chapter 7 would result in smaller distributions being made to creditors than those provided for in the Plan because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee and the loss of consideration being received under this Plan through the Restructuring Transaction and settlement of various matters.

In a liquidation, the unencumbered assets of the Debtor would be sold in exchange for cash, securities or other property, which would then be distributed to creditors. The Debtor believes, however, that a liquidation under chapter 7 would result in no distributions other than to secured, priority and administrative claimants due to, among other things, (1) the limited number and value of the Debtor's assets, (2) additional administrative expenses involved in the appointment of a trustee and professional advisors to such trustee and (3) additional expenses and Claims, some of which would be entitled to priority, which would be generated during a chapter 7 liquidation. In addition, a chapter 7 liquidation is likely to result in delays in distributions to Creditors.

B. Alternative Plan of Reorganization.

If the Plan is not confirmed, then the Debtor, the Committee, or any other party in interest in this Chapter 11 Case may attempt to formulate and propose a different plan or plans of reorganization. The Debtor does not believe an alternative chapter 11 plan can be formulated that provides greater distribution to Creditors and holders of equity interests than is provided under the Plan. The Plan is premised on distributions to Creditors under the priorities established by the Bankruptcy Code within a short period of time and settlement of various actions by seeking approval of the TCE Channeling Injunction. An alternative chapter 11 plan likely would involve further negotiations and formulation – increasing administrative expenses and thus reducing Creditor distributions – and likely would delay, perhaps significantly, the timing of distributions to Creditors.

XV. CONCLUSION AND RECOMMENDATION

The Debtor and Mestek believe that Confirmation and implementation of the Plan is preferable to any of the alternatives described above because it will provide the greatest recoveries to Claimholders. In addition, other alternatives would involve significant delay, uncertainty and substantial additional administrative costs. The Debtor and Mestek urge Claimholders entitled to vote on the Plan to vote to accept the Plan and to evidence such acceptance by returning their Ballots so that they will be received not later than 4:00 p.m., Pacific Time, on July 21, 2004.

Dated: June <15,>18, 2004

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

By: _____
Name: _____
Title: _____

MESTEK, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

To

**<SECOND>~~THIRD~~ 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-PROONENTS<, AS AMENDED>**

**<Second>~~Third~~ Amended Chapter 11 Plan of Reorganization
Proposed by Met-Coil Systems Corporation
and Mestek, Inc., as Co-Proponents, dated June <15>18, 2004**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
MET-COIL SYSTEMS CORPORATION,)	
)	
Debtor.)	Case No. 03-12676 (MFW)
)	

**<SECOND>THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION
PROPOSED BY MET-COIL SYSTEMS CORPORATION AND MESTEK, INC., AS CO-
PROPONENTS**

DATED: June <15,>18, 2004

THIS PLAN PROVIDES, AMONG OTHER THINGS, FOR THE ISSUANCE OF INJUNCTIONS UNDER SECTION 105 OF THE BANKRUPTCY CODE THAT RESULT IN THE CHANNELING OF ALL ALLEGED TCE-RELATED PERSONAL INJURY CLAIMS (DEFINED HEREIN AS TCE PI TRUST CLAIMS) AGAINST MET-COIL SYSTEMS CORPORATION AND THE PROTECTED PARTIES, INCLUDING MESTEK, INC., INTO A TCE PI TRUST AS MORE FULLY DESCRIBED HEREIN.

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Exhibit 3:	Benefits Plans to be Assumed by the Reorganized Debtor
Exhibit 4:	Collective Bargaining Agreements to be Assumed by the Reorganized Debtor
Exhibit 5:	Schedule of Settling Insurers
Exhibit 6:	TCE PI Trust Agreement
<u>Exhibit 7</u>	<u>List of Mestek Affiliates</u>

INTRODUCTION

The Debtor and Mestek propose this ~~<Second>~~Third Amended Plan dated June ~~<15,>~~18, 2004, under chapter 11 of the Bankruptcy Code.

For a discussion of the Debtor's history, business and property, and for a summary and analysis of the Plan and related matters, reference should be made to the Disclosure Statement. The Debtor and Mestek are "joint proponents of the Plan" within the meaning of section 1129 of the Bankruptcy Code.

ALL CLAIMHOLDERS AND INTERESTHOLDERS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019 AND THE PLAN, THE DEBTOR AND MESTEK RESERVE THE RIGHT TO ALTER, AMEND OR MODIFY THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

ARTICLE I

DEFINITIONS, INTERPRETATION AND EXHIBITS

Section 1.01 Definitions.

Unless the context requires otherwise, capitalized terms used herein without definition shall have the meanings ascribed to them in the ~~<Second>~~Third Amended Glossary of Terms attached as Exhibit 1 hereto and incorporated herein by reference (the "**Glossary of Terms**"). Any term used in the Plan that is not defined in the Plan, either in the Glossary of Terms or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to such term in (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity).

Section 1.02 Rules of Interpretation.

Whenever appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular paragraph, subparagraph, or clause contained in the Plan. The words "includes" and "including" are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity or specificity and do not in any respect qualify, characterize or limit the generality of the class within which such things are included. The captions and headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Without limiting anything in this Article I, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Plan.

Section 1.03 Time Computations.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall govern.

Section 1.04 Exhibits.

All exhibits to the Plan, including the Glossary of Terms, are incorporated into and are a part of the Plan as if set forth in full herein, regardless of when Filed. All references to "the Plan" shall be construed, where applicable, to include references to this document and all of its exhibits, appendices, schedules and annexes (and any amendments thereto made in accordance with the Bankruptcy Code). To the extent that the description of any exhibit, appendix, schedule or annex, to the Plan is inconsistent with the actual terms or conditions of such exhibit, appendix, schedule or annex, the terms and conditions of the exhibit, appendix, schedule or annex, shall control.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

Section 2.01 Generally.

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of the Class and is classified in a different Class to the extent such Claim or Interest qualifies within the description of that different Class. A Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class, and such Claim or Interest has not been paid, released, settled or otherwise satisfied prior to the Effective Date.

Section 2.02 Unclassified Claims.

In accordance with sections 1123(a)(1) and 1129(a)(9) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are excluded from the Classes designated in this Article II of the Plan. The treatment accorded Unclassified Claims is set forth in Article III of the Plan. The holders of such Claims are not entitled to vote on the Plan.

Section 2.03 Unimpaired Classes.

The Plan classifies the following Claims as Unimpaired Classes that are not entitled to vote on the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, each Claimholder in the following Classes is conclusively presumed to have accepted the Plan in respect of such Claims:

- (a) Class 1 Claims shall consist of all Priority Non-Tax Claims ("**Class 1 Claims**"); and
- (b) Class 2 Claims shall consist of the DIP Claims ("**Class 2 Claims**").

Section 2.04 Impaired Classes Entitled to Vote.

For the purposes of voting and all Confirmation matters, the Plan classifies certain Claims as Impaired Claims under the Plan. Such Impaired Claims against the Debtor are classified as follows, and all Claimholders in the following Classes are entitled to vote on the Plan:

- (a) Class 3.1 Claims shall consist of all Miscellaneous Secured Claims ("**Class 3.1 Claims**").
- (b) Class 3.2 Claims shall consist of the Mestek Prepetition Secured Claims ("**Class 3.2 Claims**").
- (c) Class 4.1 Claims shall consist of all Convenience Claims ("**Class 4.1 Claims**").
- (d) Class 4.2 Claims shall consist of all Mestek Unsecured Claims ("**Class 4.2 Claims**").
- (e) Class 4.3 Claims shall consist of all General Unsecured Claims (other than Convenience Claims, Mestek Unsecured Claims if Mestek is the Winning Plan Sponsor, TCE ~~<Litigation Claims, - TCE ->~~Property Damage Claims arising in connection with the Mejdrech Litigation and TCE PI Claims) ("**Class 4.3 Claims**").
- ~~<(f)>~~ ~~><Class 4.4 Claims shall consist of all TCE Litigation Claims - ("Class 4.4 Claims")->~~
- (f) ~~><(g)>~~Class 5 Claims shall consist of all TCE Property Damage Claims arising in connection with the Mejdrech Litigation ("**Class 5 Claims**").
- (g) ~~<(h)>~~Class 6 Claims consist of all TCE PI Claims (the "**Class 6 Claims**").

Section 2.05 Impaired Classes Deemed to Reject.

The Plan classifies the following Claims and Interests as Impaired that are not entitled to vote on the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, each Claimholder and Interestholder in the following Classes is conclusively presumed to have rejected the Plan in respect of such Claims or Interests:

- (a) Class 7 Claims shall consist of Non-Compensatory Damages Claims whether arising from the Illinois Actions, the AG Action, the Contribution Actions or otherwise ("**Class 7 Claims**").
- (b) Class 8 Interests shall consist of Formtek's Interests in the Debtor ("**Class 8 Interests**").

ARTICLE III

PROVISIONS FOR TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

Section 3.01 Satisfaction of Claims and Interests.

The treatment of and consideration to be received by holders of Allowed Claims or Allowed Interests pursuant to this Article III and the Plan shall be in full satisfaction, settlement, release, extinguishment and discharge of their respective Claims against or Interests in the Debtor and the Estate, except as otherwise provided in the Plan or the Confirmation Order. The holders of Liens satisfied, discharged and released under the Plan shall execute any and all documentation reasonably requested by the Debtor or the Reorganized Debtor evidencing the satisfaction, discharge and release of such Liens.

Section 3.02 Administrative Claims.

Unless otherwise provided for herein, each holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, release and discharge of such Allowed Administrative Claim, either (A) an amount equal to the unpaid amount of such Allowed Administrative Claim in Cash commencing on the later of (i) the Effective Date, (ii) the date that ~~<is fifteen (15) Business Days after>~~ such Claim becomes an Allowed Administrative Claim by a Final Order and (iii) a date agreed to by the Claimholder and either the Debtor or the Reorganized Debtor; or (B) such other treatment (x) as may be agreed upon in writing by the Claimholder and the Debtor or the Reorganized Debtor or (y) as the Bankruptcy Court has ordered or may order. Notwithstanding the foregoing, Allowed Administrative Claims representing (a) liabilities, accounts payable or other Claims or obligations incurred in the ordinary course of business of the Debtor consistent with past practices subsequent to the Petition Date and (b) contractual liabilities arising under contracts, loans or advances to the Debtor, whether or not incurred in the ordinary course of business of the Debtor subsequent to the Petition Date, shall be paid or performed by the Debtor or the Reorganized Debtor in accordance with the terms and conditions of the particular transactions relating to such liabilities and any agreements or contracts relating thereto; provided, that, notwithstanding any contract provision, applicable law or otherwise, that entitles a holder of an Allowed Administrative Claim to postpetition interest, no holder of an Allowed Administrative Claim shall receive postpetition interest on account of such Claim.

Section 3.03 Priority Tax Claims.

Each holder of an Allowed Priority Tax Claim shall receive, at the sole discretion of the Debtor or the Reorganized Debtor, and in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (A) an amount equal to the unpaid amount of such Allowed Priority Tax Claim in Cash commencing on the later of (i) the Effective Date, (ii) the date that ~~is fifteen (15) Business Days after~~ such Claim becomes an Allowed Priority Tax Claim by a Final Order and (iii) a date agreed to by the Claimholder and either the Debtor or the Reorganized Debtor; (B) as provided in section 1129(a)(9)(C) of the Bankruptcy Code, Cash payments made in equal annual installments beginning on or before the first anniversary following the Effective Date, with the final installment payable not later than the sixth (6th) anniversary of the date of the assessment of such Allowed Priority Tax Claim, together with interest (payable in arrears) on the unpaid portion thereof at the Tax Rate from the Effective Date through the date of payment thereof; or (C) such other treatment as to which the Debtor and such Claimholder shall have agreed in writing or the Bankruptcy Court has ordered or may order; provided, however, that the Debtor reserves the right to pay any Allowed Priority Tax Claim, or any remaining balance of any Allowed Priority Tax Claim, in full at any time on or after the Effective Date without premium or penalty; and provided further, that no holder of an Allowed Priority Tax Claim shall be entitled to any payments on account of any pre-Effective Date interest accrued on or penalty arising before or after the Petition Date with respect to or in connection with such Allowed Priority Tax Claim.

Section 3.04 Class 1 Claims (Priority Non-Tax Claims).

Priority Non-Tax Claims are Unimpaired. Unless otherwise provided for herein, each holder of an Allowed Priority Non-Tax Claim shall receive either (A) an amount equal to the unpaid amount of such Allowed Priority Non-Tax Claim in Cash commencing on the later of (i) the Effective Date, (ii) the date that such Claim becomes an Allowed Priority Non-Tax Claim by a Final Order and (iii) a date agreed to by the Claimholder and either the Debtor or the Reorganized Debtor; or (B) such other treatment (x) as may be agreed upon in writing by the Claimholder and the Debtor or the Reorganized Debtor or (y) as the Bankruptcy Court has ordered or may order.

Section 3.05 Class 2 Claims (DIP Claims).

DIP Claims are Unimpaired. The Class 2 Claims shall be Allowed in an amount equal to the principal amount plus accrued and unpaid interest, costs and attorneys' fees and expenses through the day immediately prior to the Effective Date and paid in full, in Cash, on the Effective Date in accordance with the DIP Order and the DIP Loan Agreement.

Section 3.06 Class 3.1 Claims (Miscellaneous Secured Claims).

Class 3.1 Claims are Impaired. Each holder of an Allowed Class 3.1 Claim shall receive, at the option of and in the sole discretion of the Debtor or the Reorganized Debtor, one of the three following forms of treatment:

- (a) an amount equal to the unpaid amount of such Allowed Class 3.1 Claim in Cash commencing on the later of (i) the Effective Date or (ii) the date that is fifteen (15) Business Days after such Claim becomes an Allowed Class 3.1 Claim by a Final Order; or
- (b) the Reorganized Debtor shall abandon the Property that secures the Allowed Class 3.1 Claim to the Claimholder on or as soon as practicable after the later of (i) the Effective Date or (ii) the date that is fifteen (15) Business Days after the date on which such Claim becomes an Allowed Class 3.1 Claim by a Final Order; or
- (c) such other treatment as the Claimholder and the Debtor or the Reorganized Debtor shall have agreed upon in writing.

Section 3.07 Class 3.2 Claims (Mestek Prepetition Secured Claims).

Class 3.2 Claims are Impaired. The Class 3.2 Claims shall be Allowed in the principal amount outstanding as of the Effective Date plus accrued and unpaid interest, costs and attorneys' fees and expenses through the Effective Date. In the event that Mestek is the Winning Plan Sponsor, on the Effective Date, Mestek will contribute its Class 3.2 Claim to the capital of the Reorganized Debtor as part of the Capital Contribution and shall not receive or retain any property under the Plan on account of such Class 3.2 Claim. In the event that Mestek is not the Winning Plan Sponsor, the Reorganized Debtor shall pay Mestek the amount of its Allowed Class 3.2 Claim in full, in Cash, on the later of (i) Effective Date, (ii) the date such claim becomes an Allowed Claim by a Final Order or (iii) as otherwise agreed to in writing by the Debtor or the Reorganized Debtor and Mestek.

Section 3.08 Class 4.1 Claims (Convenience Claims).

Class 4.1 Claims are Impaired. All Allowed Convenience Claims shall be paid by the Reorganized Debtor in Cash, in full (without interest), on the first Distribution Date after the Effective Date from the Unsecured Claims Distribution Fund.

Section 3.09 Class 4.2 Claims (Mestek Unsecured Claim).

Mestek's Class 4.2 Claim is Impaired. In the event that Mestek is the Winning Plan Sponsor, on the Effective Date, Mestek shall contribute to the capital of the Reorganized Debtor as part of the Capital Contribution its Class 4.2 Claim and shall not receive or retain any property under the Plan on account of such Class 4.2 Claim. In the event that Mestek is not the Winning Plan Sponsor, Mestek's Allowed Class 4.2 Claim shall be treated as a Class 4.3 Claim.

Section 3.10 Class 4.3 Claims (General Unsecured Claims other than Convenience Claims, Mestek Unsecured Claim (if Mestek is the Winning Plan Sponsor), TCE Litigation Claims, TCE Property Damage Claims arising in connection with the Mejdrech Litigation and TCE PI Claims).

Class 4.3 Claims are Impaired. Each holder of an Allowed Class 4.3 Claim shall receive payment of an amount equal to 50% of its Allowed Class 4.3 Claim from the Unsecured Claims Distribution Fund on the first Distribution Date after the Effective Date or, in the case of each Disputed Class 4.3 Claim, on the first Distribution Date after such Disputed Claim becomes an Allowed Class 4.3 Claim; provided, however, that (a) if a holder of a Class 4.3 Claim agrees in writing to accept less favorable treatment, such holder shall receive only such agreed treatment and (b) if a holder of a Class 4.3 Claim elects in writing on a Ballot the treatment afforded a Class 4.1 Claim and voluntarily reduces its Claim to \$10,000, such Class 4.3 Claim shall be treated as a Class 4.1 Claim. Notwithstanding the foregoing, to the extent that there is any Insurance Policy available to pay Allowed General Unsecured Claims arising from workers' compensation or product liability claims, such Claimholders shall first seek payment from the Insurance Policy and to the extent such Claim is not paid in full from such Insurance Policy, the balance of such Allowed General Unsecured Claim shall be paid on the next Distribution Date pursuant to this Section 3.10. ~~Except as otherwise provided in the Plan or the Confirmation Order, all payments that the Disbursing Agent shall distribute to holders of Allowed Class 4.3 Claims shall be (a) in Cash, (b) made pursuant to the Plan, and (c) made from the~~ The Unsecured Claims Distribution Fund ~~-. If required, additional amounts will be deposited in the fund by the Reorganized Debtor or the Winning Plan Sponsor until each holder of an Allowed Class 4.3 Claim has received fifty percent (50%) of the amount of such Claim. After all Allowed Claims have been paid in accordance with Article III and Final Orders have been entered with respect to all Disputed Class 4.3 Claims, all amounts remaining in the Unsecured Claims Distribution Fund will be paid to the Reorganized Debtor, Mestek or the Winning Plan Sponsor, as applicable. -~~ will be funded in accordance with Section 4.12 of the Plan.

Section 3.11 ~~Class 4.4 Claims (TCE Litigation Claims)~~ Intentionally Omitted.

~~<Class 4.4 Claims are Impaired. Each holder of an Allowed Class 4.4 Claim shall receive payment of an amount equal to 30% of its Allowed Class 4.4 Claim from the TCE Litigation Distribution Fund on the first Distribution Date after the Effective Date, or, in the case of each Disputed Class 4.4 Claim, on the first Distribution Date after such Disputed Claim becomes an Allowed Class 4.4 Claim; provided, however, that (a) if a holder of a Class 4.4 Claim agrees in writing to accept less favorable treatment, such holder shall receive only such agreed treatment and (b) if a holder of a Class 4.4 Claim elects in writing on a Ballot the treatment afforded a Class 4.1 Claim and voluntarily reduces its Claim to \$10,000, such Class 4.4 Claim shall be treated as a Class 4.1 Claim.->~~

~~<Except as otherwise provided in the Plan or the Confirmation Order, all payments that the Disbursing Agent shall distribute to holders of Allowed Class 4.4 Claims shall be (a) in Cash, (b) made pursuant to the Plan, and (c) made from the TCE Litigation Distribution Fund. - If required, additional amounts will be deposited by the Reorganized Debtor or the~~

~~Winning Plan Sponsor in the fund until each holder of an Allowed Class 4.4 Claim has received 30% of the amount of such Claim. After all Allowed Claims have been paid in accordance with Article III and Final Orders have been entered with respect to all Disputed Class 4.4 Claims, all amounts remaining in the TCE Litigation Distribution Fund will be paid to the Reorganized Debtor, Mestek or the Winning Plan Sponsor, as applicable.->~~

Section 3.12 Class 5 Claims (TCE Property Damage Claims arising in connection with the Mejdrech Litigation).

~~Class 5 Claims are Impaired. The Class 5 <Claims>~~Claimholders shall <be Allowed in the amount of>receive the Mejdrech Settlement Amount in full and final satisfaction of their Allowed Class 5 Claims. On the Effective Date, the Debtor shall deposit the Mejdrech Settlement Amount in the Mejdrech Escrow, and the Mejdrech Settlement Amount shall thereafter be held pursuant to the terms of the Mejdrech Escrow Agreement. The Mejdrech Settlement Amount shall be either (i) distributed on or after the Effective Date to holders of Allowed Class 5 Claims in accordance with an order of the Illinois District Court or (ii) returned to Mestek in accordance with the terms of the Mejdrech Escrow Agreement. Upon the Effective Date, each holder of a Class 5 Claim shall be deemed to have assigned to the Reorganized Debtor its entire interest in any Direct Action, and the Reorganized Debtor shall be deemed such Claimholder's sole attorney in fact, as may be appropriate, to prosecute at the Reorganized Debtor's sole discretion, any Direct Action, except that no such Direct Action can or will be brought against a Settling Insurer. In addition to the foregoing, each Class 5 Claimholder shall be entitled to the Hook-Up to the extent provided for in Section 7.17 of the Plan.

Section 3.13 Class 6 Claims (TCE PI Claims).

Class 6 Claims are Impaired. On the Effective Date, each Class 6 Claim will automatically and without further act or deed be assumed by the TCE PI Trust and treated in accordance with the TCE PI Trust Agreement and the TCE PI Trust Distribution Procedures. Settled TCE PI Claims shall receive their respective settlement amounts from the TCE PI Trust Claims Distribution Fund in full and final satisfaction of their Allowed Class 6 Claims in accordance with the procedures set forth in the TCE PI Trust Agreement. Schreiber shall receive the Schreiber Settlement Amount from the TCE PI Trust Claims Distribution Fund in accordance with the procedures set forth in the TCE PI Trust Agreement in full and final satisfaction of her Allowed Class 6 Claim.

~~<Each>~~Upon receipt of their respective distributions from the TCE PI Trust Claims Distribution Fund, each holder of a Class 6 Claim shall be deemed to have assigned to the Reorganized Debtor its entire interest in any Direct Action, and the Reorganized Debtor shall be deemed such Claimholder's sole attorney in fact, as may be appropriate, to prosecute at the Reorganized Debtor's sole discretion, any Direct Action, except that no such Direct Action can or will be brought against a Settling Insurer.

Section 3.14 Class 7 Claims (Non-Compensatory Damages Claims).

Class 7 Claims are Impaired. The Class 7 Claimholders shall not receive any distribution or retain any rights or Property under the Plan on account of such Claims.

Section 3.15 Class 8 Interests (Formtek Interests).

Class 8 Interests are Impaired. Class 8 Interestholders will receive no distribution and retain no rights or Property on account of their Class 8 Interests. Class 8 Interests shall be cancelled and extinguished on the Effective Date.

ARTICLE IV

DISTRIBUTIONS UNDER THE PLAN

Section 4.01 Timing and Delivery of Distributions.

The Disbursing Agent will make distributions of Property to all holders of Allowed Claims in accordance with Article III of the Plan (other than holders of Class 5 Claims and Class 6 Claims). Unless otherwise set forth herein, distributions shall only be made to the holders of Claims on a Distribution Date.

Unless otherwise set forth herein, the Disbursing Agent will make distributions to holders of Allowed Claims at the addresses set forth on the Proofs of Claim, if any, Filed by such Claimholders or at the last known addresses of such Claimholders. Subject to Section 4.04, if any such Claimholder's distribution is returned as undeliverable, no further distribution will be made to such Claimholder unless and until the Disbursing Agent is notified of such Claimholder's then current address, at which time all missed distributions will be made to such Claimholder, without interest.

Section 4.02 Method of Cash Distributions.

Any Cash payment to be made pursuant to the Plan may be made by Cash, draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law at the option of and in the sole discretion of the Disbursing Agent.

Section 4.03 Failure to Negotiate Checks.

Checks issued in respect of distributions under the Plan shall be null and void if not negotiated within sixty (60) days after the date of issuance. The Reorganized Debtor shall hold any amounts returned to the Disbursing Agent in respect of such non-negotiated checks. The holder of an Allowed Claim (other than a Class 5 Claim or Class 6 Claim) with respect to which such check originally was issued shall make requests for reissuance for any such check directly to the Reorganized Debtor. All amounts represented by any voided check will be held until the later of one (1) year after (x) the Effective Date or (y) the date that a particular Claim is Allowed, and all requests for reissuance by the holder of the Allowed Claim (other than a Class 6 Claim) in respect of a voided check are required to be made prior to such date. Thereafter, all

such amounts shall be deemed to be Unclaimed Property, in accordance with Section 4.04 of the Plan, and all Claims in respect of void checks and the underlying distributions shall be forever barred, estopped and enjoined from assertion in any manner against the Debtor, the Reorganized Debtor or their respective Property.

Section 4.04 Unclaimed Property.

All Property distributed on account of Claims must be claimed within the later of one (1) year after (x) the Effective Date or (y) the date that a particular Claim is Allowed or, in the case of a distribution made in the form of a check, must be negotiated and a request for reissuance be made as provided for in Section 4.03 of the Plan. Nothing contained in the Plan shall require the Debtor, the Reorganized Debtor or the Disbursing Agent to attempt to locate any holder of an Allowed Claim other than by reviewing the records of the Debtor. Pursuant to section 1143 of the Bankruptcy Code, all Claims in respect of Unclaimed Property shall be deemed Disallowed and the holder of any Claim Disallowed in accordance with this Section 4.04 shall be forever barred, estopped and enjoined from assertion in any manner against the Debtor, the Reorganized Debtor or their respective Property. Unclaimed Property shall be returned to the Reorganized Debtor, Mestek or the Winning Plan Sponsor, as applicable.

Section 4.05 Fractional Dollars.

Notwithstanding any other provision of the Plan, Cash distributions of fractions of dollars will not be made; rather, whenever any payment of a fraction of a dollar would be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down. To the extent that Cash remains undistributed as a result of the rounding of such fraction to the nearest whole cent, such Cash shall be treated as Unclaimed Property pursuant to Section 4.04 of this Plan.

Section 4.06 Compliance With Tax Requirements.

In connection with each distribution with respect to which the filing of an information return (such as an Internal Revenue Service Form 1099 or 1042) or withholding is required, the Debtor, the Reorganized Debtor or the Disbursing Agent shall file such information return with the Internal Revenue Service and provide any required statements in connection therewith to the recipients of such distribution or effect any such withholding and deposit all moneys so withheld as required by law. With respect to any Entity from whom a tax identification number, certified tax identification number or other tax information required by law to avoid withholding has not been received by the Debtor, the Reorganized Debtor or the Disbursing Agent within thirty (30) days from the date of such request, the Debtor, the Reorganized Debtor or the Disbursing Agent may, at their option, withhold the amount required and distribute the balance to such Person or decline to make such distribution until the information is received.

Section 4.07 De Minimis Distributions.

No Cash payment of less than five (\$5.00) dollars shall be made to any Claimholder on account of its Allowed Claim.

Section 4.08 Setoffs.

Except for any Claim that is Allowed in an amount set forth in the Plan, the Debtor or the Reorganized Debtor may, but shall not be required to, set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities and claims of every type and nature whatsoever which the Estate or the Debtor may have against the Claimholders, but neither the failure to do so nor the Allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtor of any such claims the Debtor may have against such Claimholders, and all such claims shall be reserved for and retained by the Reorganized Debtor.

Section 4.09 Documentation Necessary to Release Liens.

Each Creditor which is to receive a distribution under the Plan in full satisfaction of a Class 3.1 Claim shall not receive such distribution until such Creditor executes and delivers any documents necessary to release all Liens arising under any applicable security agreement or non-bankruptcy law (in recordable form if appropriate) in connection with such Class 3.1 Claim and such other documents as the Debtor, the Reorganized Debtor or the Disbursing Agent may reasonably request.

Section 4.10 Allocation Between Principal and Accrued Interest.

Except as specifically provided in this Plan, on the Effective Date, the aggregate consideration paid to Creditors in respect of their Claims shall be treated as allocated first to the principal amount of such Claims and then to the accrued interest thereon.

Section 4.11 Distribution Record Date.

As of the close of business on the Distribution Record Date, all transfer ledgers, transfer books, registers and any other records maintained by the designated transfer agents with respect to ownership of any Claims will be closed and, for purposes of the Plan, there shall be no further changes in the record holders of such Claims. The Disbursing Agent shall have no obligation to recognize the transfer of any Claims occurring after the Distribution Record Date, and will be entitled for all purposes to recognize and deal only with those Claimholders as of the close of business on the Distribution Record Date, as reflected on such ledgers, books, registers or records.

Section 4.12 Funding of the Unsecured Claims Distribution Fund ~~and the TCE Litigation Distribution Fund~~.

At the written request of the Disbursing Agent made no later than ten (10) business days before each Distribution Date, the Winning Plan Sponsor, no later than five (5)

business days before each Distribution Date, shall so deliver such additional funds as the Disbursing Agent shall determine are required for each distribution (including the initial distribution) under the Plan. Except as otherwise provided in the Plan or the Confirmation Order, all payments that the Disbursing Agent shall distribute to holders of Allowed Class 4.3 Claims shall be (a) in Cash, (b) made pursuant to the Plan, and (c) made from the Unsecured Claims Distribution Fund. Additional amounts will be deposited in the Unsecured Claims Distribution Fund by the Reorganized Debtor or the Winning Plan Sponsor, if requested by the Disbursing Agent, until each holder of an Allowed Class 4.3 Claim has received fifty percent (50%) of the amount of such Claim. After all Allowed Claims have been paid in accordance with Article III and Final Orders have been entered with respect to all Disputed Class 4.3 Claims, all amounts remaining in the Unsecured Claims Distribution Fund will be paid to the Reorganized Debtor, Mestek or the Winning Plan Sponsor, as applicable.

ARTICLE V

ACCEPTANCE OR REJECTION OF THE PLAN; CRAMDOWN

Section 5.01 Intentionally Omitted.

Section 5.02 Cramdown.

If all applicable requirements for Confirmation of the Plan are met as set forth in section 1129(a)(1) through (13) of the Bankruptcy Code except subsection (8) thereof, the Debtor and Mestek intend to request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code.

ARTICLE VI

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 6.01 Treatment of Executory Contracts and Unexpired Leases.

Except as otherwise provided in the Plan (including, but not limited to Section 12.07 of the Plan), effective on and as of the Effective Date, any and all unexpired leases and executory contracts that exist between the Debtor and any Entity which (i) have not expired or terminated pursuant to their own terms, (ii) have not previously been assumed, or assumed and assigned or rejected pursuant to an order of the Bankruptcy Court on or prior to the Confirmation Date, (iii) are not the subject of pending motions to assume, or assume and assign or reject as of the Confirmation Date or (iv) are not specified in the list of executory contracts and unexpired leases to be assumed by the Reorganized Debtor pursuant to the Plan, as identified on Exhibit 2 hereto, are hereby specifically rejected; provided, however, that the Debtor shall have the right, at any time prior to the Effective Date, to amend Exhibit 2 (a) to delete any executory contract or unexpired lease listed therein, thus providing for its rejection pursuant to this Section 6.01 of the Plan or (b) to add any executory contract or unexpired lease thereto, thus providing for its assumption by the Reorganized Debtor pursuant to this Section 6.01 of the Plan. Each contract and lease listed on Exhibit 2 hereto on the Effective Date shall be assumed by the Reorganized

Debtor only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. Listing a contract or lease on Exhibit 2 shall not constitute an admission by the Debtor that such contract or lease is an executory contract or unexpired lease or that the Debtor has any liability thereunder. The Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute an order of the Bankruptcy Court (a) approving such assumptions pursuant to section 365 and section 1123(b)(2) of the Bankruptcy Code and this Section 6.01, as of the Effective Date; (b) extending the time, pursuant to section 365(d)(4) of the Bankruptcy Code and Section 6.01 of the Plan, within which the Debtor may assume, assume and assign, or reject the unexpired leases specified in Section 6.01 of the Plan through the date of entry of an order, approving the assumption, assumption and assignment, or rejection of such unexpired leases; and (c) approving, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, the rejection of the executory contracts and unexpired leases pursuant to this Section 6.01 of the Plan.

Section 6.02 Cure of Defaults for Assumed Contracts and Leases.

Notwithstanding any prior order of the Bankruptcy Court to the contrary, the Reorganized Debtor will satisfy (in its sole discretion) all undisputed cure and any other monetary default payments required by Section 365(b)(1) of the Bankruptcy Code under any executory contract and unexpired lease identified on Exhibit 2 to the Plan (as may be modified in accordance with Section 6.01 of the Plan) to the extent any such contract or lease is in default (and to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law), at the option of and in the sole discretion of the Reorganized Debtor: (A) by payment of such undisputed cure amount, without interest, in Cash within sixty (60) days following the Effective Date, (B) by payment of such other amount as ordered by the Bankruptcy Court or (C) on such other terms as agreed to by the parties to such executory contract or unexpired lease. In the event of a dispute pursuant to Section 6.03 of the Plan, the Reorganized Debtor shall pay the amount otherwise payable under the Plan without interest, in Cash (A) on or before the later of (x) sixty (60) days following the Effective Date or (y) thirty (30) days following entry of a Final Order liquidating and allowing any disputed amount or (B) on such other terms as agreed to by the parties to such executory contract or unexpired lease.

Section 6.03 Resolution of Objections to Assumption of Executory Contracts and Unexpired Leases: Cure Payments.

Any party objecting to (A) the Debtor's or the Reorganized Debtor's proposed assumption of an executory contract or unexpired lease or (B) (i) the amount of any cure payments, if any (which is the only monetary cure amount, if any, that the Reorganized Debtor shall be obligated to pay in connection with the assumption of any such executory contract or unexpired lease unless the Bankruptcy Court orders otherwise), (ii) the ability of the Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (iii) any other matter pertaining to assumption or the cure payments required by section 365(b)(1) of the Bankruptcy Code, shall File and serve a written Objection to the assumption of such contract or lease or the cure payments, if any, that the Debtor proposes to make in connection with such assumption and assignment on or before the deadline set by the Bankruptcy Court for Filing

objections to Confirmation of the Plan. Failure to File an objection within the time period set forth above shall constitute (x) consent to the assumption and revestment of those contracts and leases, including an acknowledgment that the proposed assumption provided adequate assurance of future performance, (y) consent to the cure amount, if any, and (z) an acknowledgment that the cure amount is the only amount necessary to cover any and all outstanding defaults under the respective executory contract or unexpired lease to be assumed and an acknowledgment that no other defaults exist under said contract or lease. To the extent that any objections to the cure amounts are timely Filed and served and such objections are not resolved between the Debtor or the Reorganized Debtor and the objecting parties, the Bankruptcy Court shall resolve such disputes at a hearing to be held at a date to be determined by the Bankruptcy Court. The resolution of such disputes shall not affect the Debtor's or the Reorganized Debtor's assumption of the contracts or leases that are the subject of such a dispute, but rather shall affect only the "cure" amount the Debtor or the Reorganized Debtor must pay in order to assume such contract or lease. Notwithstanding the immediately preceding sentence, if the Debtor or the Reorganized Debtor, in its sole discretion, determines that the amount asserted to be the necessary "cure" amount would, if ordered by the Bankruptcy Court, make the assumption of the contract or lease imprudent, then the Debtor or the Reorganized Debtor may elect to (1) reject the contract or lease pursuant to Section 6.01 of the Plan, or (2) request an expedited hearing on the resolution of the "cure" dispute, exclude assumption or rejection of the contract or lease from the scope of the Confirmation Order, and retain the right to reject the contract or lease pursuant to Section 6.01 of the Plan pending the outcome of such dispute.

Section 6.04 Claims for Rejection Damages.

Notwithstanding anything in the Claims Bar Date order of the Bankruptcy Court to the contrary, Proofs of Claim for damages allegedly arising from the rejection pursuant to the Plan or the Confirmation Order of any executory contract or any unexpired lease shall be Filed with the Bankruptcy Court and served on counsel for the Debtor or the Reorganized Debtor not later than thirty (30) days after the service of the earlier of: (i) notice of entry of the Confirmation Order or (ii) other notice that the executory contract or unexpired lease has been rejected (including service of an Order of the Bankruptcy Court providing for such rejection). Any holder of a Claim arising from the rejection of any executory contract or any unexpired lease that fails to File such Proof of Claim on or before the date specified in Section 6.04 hereof shall be forever barred, estopped and enjoined from asserting such Claims in any manner against the Debtor or the Reorganized Debtor (or Filing Proofs of Claim with respect thereof), or its Property, and the Debtor and the Reorganized Debtor shall be forever discharged from all indebtedness or liability with respect to such Claims, and, if applicable, such Claimholders shall not be permitted to vote on the Plan or to participate in any distribution in this Chapter 11 Case on account of such Claims or to receive further notices regarding such Claims and shall be bound by the terms of the Plan.

Section 6.05 Objections to and Treatment of Rejection Claims.

The Bankruptcy Court will determine any Objections to any Proofs of Claim Filed in accordance with Section 6.04 hereof at a hearing to be held on a date that the Bankruptcy Court selects. Any Allowed General Unsecured Claims arising out of the rejection

of executory contracts and unexpired leases will, pursuant to section 502(g) of the Bankruptcy Code, be Class 4.3 Claims entitled to treatment pursuant to Section 3.08 hereof.

Section 6.06 Indemnification Obligations.

Except for the indemnification obligations of the Debtor (i) to its current and former officers and directors and (ii) under any executory contracts or unexpired leases that the Debtor assumed on or before the Effective Date, any obligations of the Debtor, pursuant to its articles of incorporation or by-laws, codes of regulation, applicable state law or specific agreement, or any combination of the foregoing, to indemnify or reimburse a Person with respect to all present and future actions, suits and proceedings, based upon any act or omission related to service with, or for or on behalf of, the Debtor, shall not survive Confirmation of the Plan and shall be discharged in accordance with section 1141 of the Bankruptcy Code, irrespective of whether such indemnification or reimbursement is owed in connection with an event occurring before, on or after the Petition Date.

Section 6.07 Assumed Insurance Policies.

While the Debtor does not believe that the Insurance Policies issued to the Debtor prior to the Petition Date constitute executory contracts, to the extent such Insurance Policies are considered to be executory contracts, then, notwithstanding anything contained in Section 6.01 of the Plan to the contrary, the Plan shall constitute a motion to assume such Insurance Policies (other than those involving any Settling Insurers) and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, its Estate, and all parties in interest in the Chapter 11 Case.

Section 6.08 Continuation or Termination of Certain Employee Benefits.

Except for those agreements and plans to be terminated and rejected pursuant to section 365 of the Bankruptcy Code, each of the Benefits Plans set forth on Exhibit 3 to the Plan are treated as executory contracts under the Plan and shall, on the Effective Date, be assumed by the Reorganized Debtor pursuant to sections 365(a), 365(f) and 1123(b)(2) of the Bankruptcy Code.

Section 6.09 Retiree Benefits.

Pursuant to section 1129(a)(13) of the Bankruptcy Code, all of the Debtor's retiree benefits within the meaning of section 1114 of the Bankruptcy Code (other than the so-called Reusch retiree benefits) shall, on the Effective Date, be assumed by the Reorganized Debtor pursuant to section 365(a), section 365(f) and section 1123(b)(2) of the Bankruptcy Code. On and after the Effective Date, the Reorganized Debtor shall continue to pay all such retiree benefits at the level established in accordance with section 1114 of the Bankruptcy Code for the duration of the period for which the Debtor had obligated itself to provide such benefits; provided, however, that the rights of retirees shall be subject to modification or termination as

provided by the terms of the existing Benefits Plans, the terms of any Collective Bargaining Agreements or consistent with applicable law. The Benefit Plans to be assumed by the Reorganized Debtor are set forth on Exhibit 3 attached hereto.

Section 6.10 Collective Bargaining Agreements.

On and after the Effective Date, each of the Collective Bargaining Agreements, identified on Exhibit 4 attached hereto, is treated as an executory contract under the Plan and shall, on the Effective Date, be assumed by the Reorganized Debtor pursuant to section 365(a), section 365(f), section 1113 and section 1123(b)(2) of the Bankruptcy Code.

Section 6.11 Met-Coil Pension Plan.

The Reorganized Debtor will remain the plan sponsor of the Met-Coil Pension Plans and will bear responsibility for and will fund the Met-Coil Pension Plans in accordance with the minimum funding standards pursuant to ERISA and the Tax Code and regulations thereunder, will pay all required PBGC insurance premiums that come due after the Effective Date, and will comply with all requirements of the Met-Coil Pension Plans and applicable law. On and after the Effective Date, the Reorganized Debtor will retain the right to amend, modify or terminate the Met-Coil Pension Plans in accordance with applicable law and the governing documents. No provision of or proceeding within the Chapter 11 Case, the Plan or the Confirmation Order, shall in any way be construed as discharging, releasing or relieving the Debtor, the Reorganized Debtor, the Winning Plan Sponsor~~<or>~~, the Mestek Affiliates or any party in any capacity from any liability with respect to the Met-Coil Pension Plans under any law, governmental policy or regulatory provision. The PBGC and the Met-Coil Pension Plans shall not be enjoined or prejudiced from enforcing such liability by any of the provisions of the Plan or Confirmation Order.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

Section 7.01 Intentionally Omitted

Section 7.02 Authorization to Effectuate the Restructuring Transaction or the Alternative Restructuring Transaction.

The entry of the Confirmation Order shall constitute authorization for the Debtor to take or cause to be taken all corporate or other actions necessary or appropriate to consummate and implement the Restructuring Transaction or the Alternative Restructuring Transaction and the provisions of the Plan prior to, on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court. All such actions shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without any requirement of further action by the Debtor, the Reorganized Debtor or their respective Representatives. On the Effective Date, the Reorganized Debtor shall be authorized

and directed to execute and deliver the agreements, documents and instruments contemplated by the Plan in the name and on behalf of the Debtor and to take all necessary and appropriate actions to effectuate the Restructuring Transaction or the Alternative Restructuring Transaction.

(a) Continued Corporate Existence<-> Between the Confirmation Date and the Effective Date

The Debtor will continue to operate its business, including performing the ongoing remediation at the Lockformer Site, between the Confirmation Date and the Effective Date. The DIP Facility shall exist and be extended through the Effective Date to the extent that Mestek is the Winning Plan Sponsor. In the event that Mestek is not the Winning Plan Sponsor, the Winning Plan Sponsor shall provide the DIP Refinancing, namely (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 through the Effective Date. Such Winning Plan Sponsor shall agree to extend the DIP Loan Agreement, if necessary, through the Effective Date.

(b) Continued Corporate Existence On and After the Effective Date

Met-Coil shall continue to exist after the Effective Date as a separate ~~<corporate>entity<->~~ with all of the powers ~~<of a corporation>~~ under the laws of the State of Delaware~~<-and pursuant to the certificate of incorporation and by laws in effect prior to>~~. If Mestek is the Winning Plan Sponsor and unless otherwise requested by Mestek, on the Confirmation Date, the Debtor shall make the appropriate election to convert to a Delaware limited liability company. On the Effective Date, <except to the extent such certificate of incorporation and by laws are amended by this Plan>Mestek or <by authority granted by order of the Bankruptcy Court. The certificate of incorporation and by laws of the>its assignee shall acquire all of the membership interests in Reorganized <Debtor will be amended to authorize the issuance of one (1) share of common stock (par value \$0.01 per share) to the Winning Plan Sponsor and prohibit the issuance of non-voting equity securities in accordance with the provisions of section 1123(a)(6) of the Bankruptcy Code>Met-Coil. Notwithstanding <anything herein to>the <contrary>foregoing, if Mestek is not the Winning Plan Sponsor<has>, such Winning Plan Sponsor shall have the right to effect the purchase of <the New Common Stock>Reorganized Met-Coil in the form it deems necessary.

(c) ~~<(b)>~~ TCE PI Trust.

On the Effective Date, the Winning Plan Sponsor shall transfer to the Reorganized Debtor, which the Reorganized Debtor shall immediately deliver to the TCE PI Trust, such Cash as is required by the TCE PI Trust Funding Agreement to be paid for the TCE PI Trust's assumption of the TCE PI Trust Claims on the Effective Date. All Settled TCE PI Trust Claims shall be paid within five (5) Business Days after the Effective Date. The Winning Plan Sponsor shall also provide collateral to the TCE PI Trust, as required by the TCE PI Trust

Funding Agreement, on the Effective Date. Thereafter, the Winning Plan Sponsor and the Trustee shall comply with the terms of the TCE PI Trust Funding Agreement.

Section 7.03 Authorization Necessary to Effectuate the TCE PI Trust and Related Releases, Discharges and TCE Channeling Injunction.

(a) *Release of Protected Parties.*

Except as otherwise expressly provided in the Plan or the Confirmation Order, all Persons who have held, hold, or may hold Released Claims whether known or unknown, individually or collectively, reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, that have been asserted, could have been asserted in the Chapter 11 Case or are asserted in the future, shall, on the Effective Date, be deemed to have forever waived and released such Released Claims, whether based upon tort, contract, events giving rise to the Released Claims or otherwise, either directly or derivatively through the Protected Parties, that they heretofore, now or hereafter possess or may possess against any Protected Party in each case based upon or in any manner arising from or related to the Released Claims. The release under this Section 7.03(a) will not affect contribution, indemnity, subrogation, or other claims of the Debtor, the Reorganized Debtor or any Mestek Affiliate against non-Settling Insurers or Contribution Third-Party Defendants. Except as otherwise expressly provided in this Plan or the Confirmation Order, the release under this Section 7.03(a) shall further operate, as between all Protected Parties, as a mutual release of all TCE PI Trust Claims.

(b) *The TCE Channeling Injunction.*

In order to supplement, where necessary, the injunctive effect of the discharge both provided by sections 1141 and 524 of the Bankruptcy Code and as described in Article XII herein, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under sections 1123(b)(6) and 105(a) of the Bankruptcy Code or otherwise, in order to preserve and promote the settlements contemplated by and provided for in the Restructuring Transaction (or the Alternative Restructuring Transaction, if Mestek is not the Winning Plan Sponsor) and the Plan and in order to protect the TCE PI Trust and in order to preserve the TCE PI Trust Assets, the Confirmation Order will provide for the following injunction to take effect as of the Effective Date and terminate only as to the Reorganized Debtor, the Mestek Affiliates and the Winning Plan Sponsor, as applicable, as of the 45th anniversary of the Effective Date:

- (1) *Terms.* Any Entity, including the TCE PI Trust, which has held or asserted, which holds or asserts, or which may in the future hold or assert a Third-Party Claim or a Direct Action, or contribution, allocation, subrogation, indemnity or similar claims based on or relating to any such Third-Party Claim or Direct Action against a Protected Party (including, but not limited to, any TCE PI Trust Claim, or any Claim or demand for or respecting any Trust Expenses) shall be permanently stayed, restrained and enjoined from taking any action against any Protected Party for the purpose

of, directly or indirectly, collecting, recovering, or receiving payments, satisfaction, or recovery with respect to, relating to, arising out of, or in any way connected with any Third-Party Claim or Direct Action or claim for contribution, allocation, subrogation, indemnity or similar claim, either directly or derivatively through one of the Protected Parties, based on or relating to a Third-Party Claim or Direct Action, whenever and wherever arising or asserted (including, but not limited to, all Claims in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, whether by common law or statute), all of which will be channeled to the TCE PI Trust for resolution as set forth in the TCE PI Trust Distribution Procedures. Without limiting the foregoing, the sole recourse of the holder of a TCE PI Trust Claim on account of such TCE PI Trust Claim or of a Person that had or could have asserted a TCE PI Trust Claim shall be to the TCE PI Trust pursuant to the provisions of the TCE Channeling Injunction, the Plan and the TCE PI Trust Agreement, and such holder shall have no right whatsoever at any time to assert its TCE PI Trust Claim against any Protected Party or any property or interest in property of any Protected Party. The actions so enjoined include, but are not limited to:

- (A) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action, Direct Action or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any Third-Party Claim, Future TCE Demand, Cause of Action or Interest against or affecting any Protected Party, or any property or interests in property of any Protected Party;
- (B) enforcing, levying, attaching (including through any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party with respect to any Direct Action, Third-Party Claim, Future TCE Demand, Cause of Action or Interest;
- (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien against the property of any Protected Party with respect to any Direct Action, Third-Party Claim, Future TCE Demand, Cause of Action or Interest;
- (D) except as otherwise specifically provided in the Plan, the Restructuring Transaction or the Alternative Restructuring Transaction, asserting or accomplishing any setoff, right of subrogation, right of reimbursement, indemnity, contribution or

recoupment of any kind in any manner, directly or indirectly, and in any amount against any liability from any Protected Parties or against the property of any Protected Parties with respect to any Direct Action, Third-Party Claim, Future TCE Demand, Cause of Action or Interest;

- (E) proceeding in any manner in any place with regard to any Direct Action, Third-Party Claim, Future TCE Demand, Cause of Action or Interest that is subject to and to be determined and paid by the TCE PI Trust pursuant to and in accordance with the TCE PI Trust Distribution Procedures, except in conformity and compliance therewith; and
- (F) asserting Causes of Action against the Settling Insurers or their respective policies.

The injunction provisions of this Section 7.03(b) shall terminate upon termination of the TCE PI Trust in accordance with the TCE PI Trust Agreement and the TCE PI Trust Funding Agreement.

- (2) *Reservations.* Notwithstanding anything to the contrary above or Section 12.01(a) herein, the TCE Channeling Injunction provided in Section 7.03(b) herein with respect to a Protected Party and the injunction provided in Section 12.01(a) herein with respect to the Debtor and the Reorganized Debtor will not enjoin, discharge or release:
 - (A) the rights of Entities to the treatment accorded them under Articles II and III of the Plan, as applicable, including the rights of Entities with TCE PI Trust Claims to assert such TCE PI Trust Claims in accordance with the TCE PI Trust Distribution Procedures;
 - (B) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses against the TCE PI Trust;
 - (C) the prosecution of the Contribution Actions or the assertion of any Claims against non-Settling Insurers by the Debtor, the Reorganized Debtor and the Winning Plan Sponsor;
 - (D) the prosecution by any Person of any Claims against Honeywell related to the alleged release of TCE at the Lockformer Site, other than as released pursuant to the Honeywell Settlement Agreement;
 - (E) the rights of the Debtor, any Mestek Affiliate or the Winning Plan Sponsor to prosecute any Cause of Action against an insurance company (other than a Settling Insurer) or a Contribution Third-Party Defendant that was pending in a court of competent

jurisdiction prior to the Effective Date and that has not been stayed or enjoined by an order of such court as of such date;

- (F) the rights of the Reorganized Debtor and Mestek to assign a cause of action against an insurance company (other than a Settling Insurer) or a Contribution Third-Party Defendant to the TCE PI Trust for the TCE PI Trust to assert any Claim, debt, obligation or liability for payment against such insurance company (other than a Settling Insurer) or a Contribution Third-Party Defendant;
- (G) the rights of the Debtor, the Reorganized Debtor or Mestek as an insured, subject to and in accordance with the terms of the Restructuring Transaction, to assert any Claim, debt, obligation, or liability for payment against an insurance company (other than a Settling Insurer) or a Contribution Third-Party Defendant;
- (H) the obligation of the Debtor and the Reorganized Debtor to remediate the Lockformer Site and perform and/or pay the Hook-Ups in accordance with Section 7.17 of the Plan;
- (I) the rights of the TCE PI Trust to prosecute any TCE PI Trust Claims pursuant to the TCE PI Trust Distribution Procedures; and
- (J) the right of any Person to bring a TCE Property Damage Claim against a Protected Party.

(3) *Modifications.* For the duration of the Winning Plan Sponsor's contributions through the Reorganized Debtor to the TCE PI Trust as provided in the TCE PI Trust Agreement and the TCE PI Trust Funding Agreement, there can be no modifications or reopening of the TCE Channeling Injunction, which shall be a permanent injunction, without the written consent of the Winning Plan Sponsor, which consent may not be unreasonably withheld. To the extent any such modification or reopening of the TCE Channeling Injunction occurs without the Winning Plan Sponsor's written consent, the Winning Plan Sponsor's obligations under the TCE PI Trust Agreement, at its option, may immediately terminate. The defense of any such challenge to the TCE Channeling Injunction shall be governed by the TCE PI Trust Agreement and the TCE PI Trust Funding Agreement.

Section 7.04 Reservation of Rights.

Notwithstanding any other provision of the Plan to the contrary, the satisfaction, release and discharge, and the injunctions set forth in Sections 7.03 and 12.01 of the Plan, shall not serve to satisfy, discharge, waive, release, or enjoin any Claim, right, or Cause of Action that (A) the Debtor, the Reorganized Debtor, the Protected Parties or any other Entity, as the case may be, has against (i) the TCE PI Trust for payment of TCE PI Trust Claims in accordance with