# UNITED STATES BANKRUPTCY LOURT DISTRICT OF DELAWARE

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Sharks: F. Kuoni, III  Title of Authorized Individual  President and Chief Executive Offi  Title of Authorized Individual	declare under penalty of perjury (28 U.S.C. Some true and correct to the best of my knowledge of granture of Debtor  Signature of Jaint Debtor  Signature of Authorized Individual*	ection 1746) that toge and belief.	Date  Date  7/17/6  Date  President and	Chief Executive O	££1

Title of Authorized Individual

Title of Authorized Individual

Anthorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partner if debtor is a limited liability company.

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Met-Coil Systems Corporation,	)	Case No. 03-12676
Debtor.	)	

# EXHIBIT TO INITIAL MONTHLY OPERATING REPORT OF MET-COIL SYSTEMS CORPORATION

- 1. <u>12-month cash flow projection</u> The Debtor has only prepared a cash flow budget through December 31, 2003 at this time and will provide an updated budget when available.
- 2. Evidence of Debtor in Possession Bank Accounts The Debtor has established a DIP Account at Fleet Bank. The Debtor sought through its Motion to Authorize Debtor's Motion for Entry of Order Authorizing (A) Continued Use of (i) Business Forms and (ii) Cash Management System and (B) Waiver of Investment Guidelines Filed by Met-Coil Systems Corporation and obtained relief from the Court from the requirements to establish a separate Tax Escrow Account and to have the designation "Debtor in Possession" on its bank accounts, checks and other documents.

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#### STATEMENT OF ACCOUNTS

PAGE

1 OF

942934-5782

STATEMENT DATE 08/29/03 Questions? Call Corporate Client Services 1-888-267-2627

.Cash Reserve Payment

, 156

#BWNKNBL

MET-COIL SYSTEMS CORP 711 OGDEN AVE LISLE IL 60532

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O ENCLOSED ITEMS

Please remit to: FLEET BANK Cash Reserve

PO Box 150452 Hartford, CT. 06115-04!

			detach		Há	rtford, CT. 06115-04
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942934-5782	.00	231674.49	.00	.00	.00	231674.49

CCOUNT NO. 942934-5782

08-28

COMMERCIAL CHECKING

PERIOD 08/25/03 THROUGH 08/29/03

JUSINESS BANKING CENTER ACCESS CODE 5938

212,916.33°

		EBITS AND CRE	DITS -						
,	DATE	DEBITS (-)	CREDITS	(+)	DESCRI	PTION	Ĭ		
	08-28		83,674.27		BOSTON	LBX	DEP	<b>*</b> 3495	
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	08-29		18,758.16	•	BOSTON	LBX	DEP	#3495	-
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GAIN ONLINE ACCESS TO COMMONLY USED FORMS, AT

FLEET.COM COMMERCIAL

. 08-29

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er FDIC
) 904-7272

HLY CLIENT UPDATE

096 NA MET COIL SYSTEMS CORP 711 OGDEN AVE LISLE IL 60532

Enclosure(s) Statement Date: Page 1 of 1 Account Number

Ð 08/31/03 5201172532

	5201172532 03 - 08/31/03 Beginning Balance:	178.97 .00 .00,82
	Ending Balance:	148.15
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		178.97 148.15
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Saile Bank N.A. South LaSaile Street ago, Illinois 60603 aber FDIC 2) 904-7272

ITHLY CLIENT UPDATE

096 NA MET COIL SYSTEMS CORP 711 OGDEN AVE LISLE IL 60532

Statement Date: Page 1 Account Number

08/31/03 8602447404

D2447404  29 Days Beginning Balance: 1,554.54 Deposits and Additions: 31.01 Interest Paid: Checks/Debits/Fees: Ending Balance:	1,554.54 -00 .46 .00 1,555.00
	Balanca 1,554.54 1,555.00
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Salle Bank N.A. South LaSalle Street ago, Illinois 60603 ther FDIC 2) 904-7272

#### ITHLY CLIENT UPDATE

096 NA MET COIL SYSTEMS CORP 711 OGDEN AVE LISLE IL 60532

Statement Date: Page I Account Number

08/31/03

8602447479

TRO. COMMERCIAL MONEY	MARKET:	8602447479
ber of Days This Period: . Available Balance: erest Earned This Year:		29 Days 1,234.36 3,72

Beginning Balance:
Deposits and Additions:
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Ending Balance: 1,234.36 .00 .37 .00 1,234.73

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P.O. Box 1800 Saint Paut, Minnesota 55101-0800 04216 TRC 000004 251069BA1 Y 6T01 **Business Statement** 

Account Number: 0 001 2337 8002 Statement Period: Aug. 1, 2003 through Aug. \$1, 2003

Page 1 of 1

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MET-COIL SYSTEMS CORP 10WA PRECISION IND 260 N ELM ST WESTFIELD MA 01085-1614



To Contact U.S. Bank

24-Hour Business Solutions:

1-800-673-3565

TDD:

1-800-685-5065

Internet:

www.usbank.com

CGRANDELA SHECKING Account Number 0-001-2897-8002 U.S. Benk National Association		Momber FOC
Account Summary # Items Beginning Balance on Aug. 1 Other Withdrawals Checks Pald	\$ 19,861.16 13.43- 1,053,52-	··
Ending Balance on Aug. 31, 2003	\$ 18,788.18	

Other Withdrawals  Date Description of Transaction	 A STATE TO SECURE OF THE SECUR	######################################	~ C	Amount 0.92
Date Description of Transaction Aug. 14 lows lax Aug. 14 Smilysis Service Charge	San	Total Other Withdrawals	\$	19,48
Checks Paid Check Date Ref Number 3331 Aut. 5 4523193298	mount Ch	eck <u>Date</u> Ref Nu P 27 454593 A 23 00	nber 5588	Amount 205.25
Gap in check sequence	 	Total (4 ) Checks Paid	\$	1,053.5
			Ending Balan	

Balances only appear for days reflecting change.

Does your small business need the best equipment money can buy without constricting cash flow? Consider leasing new or used equipment with U.S. Bank. Call U.S. Bank Business Equipment Finance today at 877-677-4990 for more information or to apply immediately by phone, or visit us online at usbank.com.

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	260 No. Elm Street Westfield, MA 01085		COMPANY C COMPANY D	name sound to the second of th		
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	U.S. Department Office of the Ur Attn: Jeffrey W. J. Caleb Boggs F 844 King Street Wilmington, DE	Hited States Hruscee Heck, CFE Federal Bldg. Suite 2207	30 r BUT FAR	MAYS WRITTEN NOTICE URE TO MAIL SUCH NO	E TO THE CERTIFICATE HOLD DTICE SHALL IMPOSE NO OBL LIVY, ITS AGENTS OR REPRES	ER NAMED TO THE LETY

# PROPERTY INSURANCE SUMMARY

Insurance Company: Royal Indemnity Company

Policy Number: R21Y041758

#### Named Insured

Mestek, Inc. and any subsidiary, associated or altied company, corporation, firm, organization, and Mestek, Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear, all hereafter referred to as the "insured", including legal representatives. (See Attached)

#### Corporate Address

260 North Elm St Westfield, MA 01085

Policy Period

May 1, 2003 to May 1, 2006

Perijs:

All Risk of direct physical loss or damage, except as otherwise excluded.

Including Flood, Earthquake and Machinery & Equipment.

#### Limits of Liability:

\$100,000,000	Loss Limit combined PD/B) as respects risks of direct physical loss or damage, except as hereafter provided, as per the schedule of locations and values on file with Royal Indomnity Company.
\$25,000,000	per occurrence and in annual aggregate as respects the peril of Earthquake except in the State of California.
\$5,000,000	per occurrence and in annual aggregate as respects the peril of Earthquake in the State of California.
<b>\$</b> 5,000,000	per occurrence and in annual aggregate as respects the peril of Earthquake in the States of Utah, Nevada, Washington, Oregon and New Madrid.
Excluded	Earthquake is excluded in the following territories: Barbados, Chile, Colombia,

Dominican Republic, Ecuador, Indonesia, Israel, Italy, Jamaica, Japan, Kenya, Mexico, New Zealand, Panama, Philippines, Puerto Rico, Taiwan, Trinidad & Tobago, Turkey, And Venezuela

\$25,000,000

per occurrence and in annual aggregate as respects the peril of Flood except Flood Zones A, B, V and X-Shaded locations.

\$2,500,000

per occurrence and in annual aggregate Flood Zones A, B, V and X-Shaded locations.

Excluded

Netherlands Flood.

#### Sub-Limits

Accounts Receivable	\$10,000,000
	\$10,000,000
Valuable Papers Service Interruption (5 mile limitation) Extra Expense	\$10,000,000 \$10,000,000
Errors and Omissions	\$10,000,000
Civil Authority (30 days limitation)	\$10,000,000
Ingress/Egress (30 day limitation)	\$10,000,000
Rental Income	\$10,000,000
Valuable Papers	\$10,000,000
Builders Risk	\$10,000,000
Newly Acquired Locations (90 day reporting	g) \$10,000,000
Royalties and Licensing Fees	\$10,000,000
Tenants & Neighbors	\$10,000,000
_	\$10,000,000
Contingent Extra Expense	\$10,000,000
Devaluation	\$10,000,000
Coinsurance Deficiency	\$10,000,000
Interdependency Losses  Contingent Business Interruption (Direct n	• • •
Contingent Business Interruption (Unname	
	5% of the loss or \$5,000,000,
Debris Removal 2	whichever is greater
Miscellaneous Unnamed Locations	\$5,000,000
EDP Media Reconstruction	\$5,000,000
Research & Development	\$5,000,000
Tax Treatment of Profits	\$5,000,000
Lessehold Interests	\$ 5,000,000

EDP Equipment	Policy Limit
Demolition and Increased Cost of Construction	\$ 10,000,000
Transit (This limit is excess/dic over any specific Transit policy)	\$ 1,000,000
Extended Period of Indemnity	30 days
Tax Liability	\$2,500,000
Expediting Expense	\$ 1,000,000
Pollutant Clean-Up (Land & Water) \$ 25	50,000 Ann. Agg.
Fine Arts	\$500,000

Machinery 8	k Equipment	\$25,000,000
Machinery 8	k Equipment:	\$25,000,00

\$1,000,000	as respects expediting expense
\$1,000,000	as respects hazardous substance
\$1,000,000	as respects consequential
\$1,000,000	as respects ammonia contamination

#### **Deductibles**

Earthquake: \$100,000 except,

California and Japan Earthquake:5% of total values at locations damaged subject to a minimum of \$250,000.

Flood: \$100,000 except, \$500,000 applied separately to Bldg and Crits. For properties located in Flood Zones A, B, V and X-Shaded.

Tier 1 Wind (as per the attached): 2% of total values at tocations damaged subject to a minimum of \$250,000.

Service Interruption:

48 hours waiting period plus \$100,000.

Civil Authority and Ingress/Egress: 48 hours plus \$100,000.

All other perils: \$100,000

Boiler & Machinery:

\$100,000 combined PD/BI

#### Coverage Territory:

This Policy Covers Worldwide Excluding Afghanistan, Albania, Cuba, Iraq, Kampuchea (Cambodia), Laos, Libya, North Korea, Rwanda, Sudan, Saria, Zaire Or Country Or Territory To Which The Export, Either Directly Or Indirectly, Of U.S. Producis, Technology, Or Services Is Prohibited By U.S. Laws At The Time Of The "Occurrence".

### Electronic data - This policy does not cover:

- A. Loss of or damage to "electronic data", including but not limited to "computer virus" and any other detrimental change in "electronic data" that is caused by a deletion, disruption, corruption, destruction, distortion, erasure, alteration or a deformation of the "electronic data", nor any resulting loss as provided by coverage in the Time Element section of this policy:
- Loss, damage or expense resulting from impairment in the function, availability, range of use or accessibility of "electronic data", and any resulting loss as provide by coverage in the Time Element section.

Notwithstanding the above, the actual loss sustained by the Insured resulting from the availability or accessibility of Electronic Or Electromechanical Data Processing Or Electronically Controlled Equipment as specifically provided for in the following coverage contained elsewhere in this policy is insured:

"Premises" Services Coverage; or Ingress / Egress Or Interruption By Civil Or Military Authority Coverage.

#### Notwithstanding the above:

- Loss of or damage to "electronic data" which is the direct consequence of a "Peril Insured" to insured "electronic media" shall be covered by this policy. A.A.
- If physical loss or damage by a "Peril Insured" to insured property results, the B.B. resulting loss or damage shall be covered by this policy.

### TIER 1 WIND JURISDICTIONS

Jurisdiction

Counties

ALABAMA

Baldwin, Mobile

FLORIDA

Entire State

**GEORGIA** 

Bryan, Camden, Chatham, Glynn, Liberty, McIntosh

HAWAII

Entire State

LOUISIANA

Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Mary, St. Tammany, Тептевоппе, Vermilion

MISSISSIPPI

Hancock, Harrison, Jackson

NORTH CAROLINA

Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender,

Perquimans, Tyrrell, Washington

PUERTO RICO

Entire Territory

SOUTH CAROLINA

Beaufort, Berkeley, Charleston, Colleton, Georgetown, Horry, Jasper

TEXAS

Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Newses,

Refugio, San Patricio, Willacy

US VIRGIN ISLANDS

Entire Territory

VIRGINIA

Accomack, Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland, Portsmouth, Suffolk, Surry, Virginia

Beach, Westmoreland, York.

### NEW MADRID DEFINITION

				<u> </u>
Indiana	New Madrid se	smic areas		
nuisita	Item mann			
	Bartholomew	Greene	Morgan	Rush
ì		Johnson	Owen	Shelby
	Brown	Knox	Parke	Sullivan
	Clay		Pike	Vanderburg h
	Daviess	Lawrence	Putnam	Warwick
	Franklin	Monroe	Landin	
!	Gibson			
•			a.\	
	1	ete in Zones 4 an		
Kentucky	New Madrid s	eismic areas		
	Delland	Davis	Hopkins	Ohio
	Ballard	Edmondson		Simpson
	Breckenride	· · · · · · · · · · · · · · · · · · ·	Logan	Trigg
	Butler	Fulton		Todd
	Caldwell	Graves	Lyon Marshali	Union
	Calloway	Grayson		Warren
	Carlisle	Hancock	McCracken	
	Christian	Henderson	McLean	Webster
	Crittenden	Hickman	Muhienberg	
	(balance of s	tate in Zones 4 a	nd 5)	
Missouri	New Madrid	seismic areas		
	Bollinger	Lewis	Pemiscot	St. Genevieve
	Butter	Lincoln	Perry	St. Louis
ļ	Dunei Come Cinena	leau Marion	Pike	St. Louis City
		Mississippi		Scott
]	Dunklin	Mississiphi	d St. Charles	Stoddard
	Jefferson	MEM Magn	d Of Ottanes	Wayne
(balance of state in Zones 4 and 5)				
Mississipp	i New Madrid	seismic areas		
				<b>(T</b> )
	Alcorn	DeSoto	Panola	Tippah
	Benton	Gren <b>ad</b> a	Quitman	Tunica
1	Bolivar	Humphreys	Sunflower	Union
	Calhoun	Lafayette	Tallahatchi	
		Leflore	Tate	Yalobusha
	Carroll	Marshall		
	Coahoma	Mencenth		
	(balance of	state in Zone 5)		and grouping to the commence of the contract o

### NEW MADRID DEFINITION

Illinois	New Madrid se	eismic areas	•	
	Adams Alexander Calhoun Clark Clinton Crawford Edwards Franklin Gallatin	Hamilton Hardin Jackson Jasper Jefferson Jersey Johnson Lawrence	Madison Massac Monroe Perry Pike Pope Pulaski Randolph	Richland Saline St. Clair Union Wabash Washington Wayne White Williamson
areas areas				
Arkansas	New Madrid seismic areas			<b></b>
-	Clay Craighead Crittenden Cross	Greene Jackson Lawrence Lee	Mississippi Monroe Phillips Poinsett	Prairie Randolph St. Francis Woodruff
	(balance of Zones 3 through 5)			
Tennesse	e New Madrid	seismic areas		
	Benton Carroll Cheatham Chester Crockett Decatur	Dryer Fayette Gibson Hardeman Hardin Henderson	Lauderdale	Robertson
	(balance of	state in Zone 4	)	

#### GLOBAL TRANSIT PROGRAM Summary

Named Insured

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, organization, and Mestek, Inc.'s Interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear, all hereafter referred to as the "Insured", including legal representatives.

#### Corporate Address

260 North Elm St Westfield, MA 01085

Policy Period

May 1, 2003 to May 1, 2006

Insurance Company:

Royal Insurance Company of America

Policy Num' 40

P20C 103826 - Marine P20C1. (03826 - War

Scope of Coverage:

Covering all legal shipments including primary and contingent cover for all incoming and outgoing shipments.

Policy Territory:

Anywhere in the World except shipment to and from C.I.S. and

Mexico

Goods to be Insurad:

New Machinery Equipment, parts and other memberdies incidental to the Business of the Insured.

Limits:

by any one aircraft and \$1,500,000 Connecting Conveyance

\$100,000

by any one Barge and Connecting Conveyance

\$150,000

On Deck

\$10,000

in any one package sent by Mail

or Parcel Post

\$1,500,000

by any one inland

Conveyance

\$250,000

Exhibition Coverage

\$5,000

Per Occurrence

Deductible:

Perils:

All Risk including War

Valuation:

International Shipments -Cost Insurance & freight + 10%

Domestic - invoice plus freight

Additional Conditions:

Cancellation Provision - 3D days FOB/FAS Shipments
Warehouse to Warehouse
Brands & labels

Contingent Interest Consolidation/Deconsolidation - 30 days

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		1,000,000
EXP (Any one person)	1	25,000
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RAL AGGREGATE	<del>                                      </del>	2,000,000
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CACORD CORPORATION 1988

ACORD 25-8 (7/97)

#### LANDON THE PARTY

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If 300,000 an endomment A statement on this continuous of the policy, certain policies may require an endomment A statement on this continuous of the policy, certain policies may require an endomment A statement on this continuous of the policy, certain policies may require an endomment A statement on this continuous of the policy, certain policies may require an endomment A statement on this continuous of the policy, certain policies may require an endomment A statement on this continuous of the policy, certain policies may require an endomment A statement on this continuous of the policy, certain policies may require an endomment of the policy certain policies may require an endomment of the policy.

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

#### GENERAL LIABILITY SUMMARY

Named Insured:

Met-Coil, Inc.

Mailing Address:

200 时间的 Elm Street Westfield, MA 01085

Effective Date:

October 1, 2002 - October 1, 2003

Insurance Company:

Sheffield Insurance Company (AXIS)

Policy Number:

ECP101099

Limits of Liability:

Bodily Injury and Property Damage:

\$1,000,000

Each Occurrence

General Aggregate

Other than Products - Completed

Operations:

\$2,000,000

Aggregate

Personal Injury and

Advertising injury Liability:

\$2,000,000

Each Occurrence

Products/Completed

Operations:

\$2,000,000

Aggregate

Fire Legal Liability:

\$1,000,000

Any One Fire

Premises Medical Payments:

\$25,000

Each Person

Employee Benefits Liability:

\$1,000,000 \$2,000,000 Each Claim Aggregate

\$1,000

Deductible

Self Insured Retention:

\$150,000

per occurrence - including Allocated

Loss Adjustment expenses.

Coverage Extensions:

- Premises/Operations
- Advertising/Personal Injury Liability
- Products/Completed Operations
- Fire Damage Legal Liability
- **Medical Payments**
- Fellow Employee Exclusion deleted

- Application of the Fellow Employee Exclusion
   which the rendering or failure to reliable
   emergency medical all by one employee to
   another deleted
- Liquor Amendatory Schedule to read "any and all events hosted, sponsored or canctioned by the Named Insureds "Any contractual liability exclusion pertaining to Personal Injury and/or Advertising Injury deleted
- Additional insured status to extend to:
  - All Lessors of Equipment
  - All Lessors of Premises
  - o To include all managing agents of leased premises
  - All Lenders of the Named Insured(s) as required under the lending agreement
  - Any and all third parties whom the Named Insured(s) has agreed under written or oral contract to indemnify and/or include as an Additional Insured
  - o To include third parties to whom the Named insured may have sold a business unit or product line and for which they retained liability for future injury resultant upon product sold by the Named Insured and agreed to indemnify/hold harmless the purchaser and/or to include the purchaser as an Additional Insured see Schedule of Acquisitions, Divestitures
  - All Vendors of the Insured pursuant to written agreement
    - Manufactured/distributed by the Named Insured
  - Blanket Waiver of Subrogation where Insured has so agreed either by oral or written contract.
  - Policy amended such that coverage applies as excess over any other valid and collectible insurance available to the insured by virtue of their being named as Additional Insured on policies of others
  - Cóverage for Injury to Leased Workers
  - Amendment of Pollution Exclusion exception for Building Heating Equipment included — to apply w/r/t both premises and products

# AUTOMOBILE LIABILITY SUMMARY

Named Insured:

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, organization, w Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear, all hereafter referred to as the "insured", including legal representatives.

Mailing Address:

260 North Elm Street Westfield, MA 01085

Effective Date:

October 1, 2002 - October 1, 2003

Insurance Company:

ACE - Pacific Employers Insurance Co.

Policy Number:

CALH 07934713

Limits of Liability:

\$1,000,000 Combined Single Limit -- Bodily

Injury/Property Damage

STATUTORY - Personal Injury Protection/No Fault

\$500,000 Uninsured/Underinsured Motorists Coverage

\$10,000 Medical Payments

Actual Cash Value - Comprehensive and Collision -

Designated Autos Only

\$50,000 Physical damage - Hired Autos

\$50/\$1,500 Rental Reimbursement -- PPT's Only

Physical Damage Deductibles:

gring portal contrains & Comprehensive \$1,000 Hired Car Physical Damage

\$2,500 Commercial Units

#### Coverage Extensions:

### Tallary Employee Exclusion

- · Miray war Lisbary "A ung"
- Employer's Non-Ownership Liability
  Extended to include Employees as Additional Insureds

  Form Lesson Endorsement

  The Normal Identified
- Changes in Commercial Auto Conserge C

- Employee Hired Autos CA 20 54
  Waiver of Subrogation as may be required by contract
  Blanket Additional Insureds as may be required by contract

### WORKERS' COMPENSATION SUMMARY

Magter the, and any subsidiary, associated or allied party, surple of the amenicalities of Martak

Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or currently as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the "Insured", including legal representatives.

Mailing Address:

260 North Elm Street Westfield, MA 01085

Effective Date:

October 1, 2002 - October 1, 2003

Insurance Company:

ACE - Pacific Employers Insurance Company

Policy Number:

WLRC42992471

Limits:

Statutory Coverage A:

Coverage B:

\$1,000,000 BI by accident - each

employee

\$1,000,000 Bt by Disease - policy limit \$1,000,000 Bi by Disease - each

employee

Deductible:

\$250,000

Designated States:

AR, CA, CT, GA, IA, IL, KY, MD, ME, MI, MO, MN, NC, NH, NJ, NV, NY, PA, SC, TN, TX, VA, VT

Coverage Extensions:

- Other States Coverage
- Voluntary Compensation Endorsement
  - State of Hire
  - All Employees
  - Stop Gap Liability
- Extended Protection Endorsement Monopolictic State, Territories and Provinces Workers' Compensation - WC 99 03 04A
- Waiver of Subrogation Blanket WC 00 03 13
- Voluntary Maritime Coverage Endorsement

- Foreign Voluntary Workers' Compensation

  All Employees/Anywhere in the World/State of Hire

  - To include Endemic Disease
    To include Repatriation @ \$50,000

# FOREIGN LIABILITY SUMMARY

Named Insured:

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, organization, and Mestek, Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the "Insured", including legal representatives

Mailing Address:

260 North Elm Street Westfield, MA 01085

Effective Date:

October 1, 2002 - October 1, 2003

Insurance Company:

ACE - ACE American Insurance Co.

Policy Number:

PHF051693

Policy Territory:

Worldwide

Commercial General Liability

Limits:

\$1,000,000	Each Occurrence
\$2,000,000	Products/Completed Operations
Aggregate	
\$1,000,000	Personal/Advertising Injury Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Premises Damage Liability
\$25,000	Medical Expense – each person
\$1,000,000	Employee Benefits Liability - each clain
\$2,000,000	Employee Benefits Liability - aggregate

#### Coverage Extensions:

Vendors Coverage

All Vendors of the Insured pursuant to written or oral agreement

All products All products anufactured/distributed by the Named Insured

Blanket Waiver of Subrogation where insum?

Amendment of Pollution Exclusion — exception in Building Heating Equipment included — to apply wirit both premises and products

 Any Pollution Exclusion deleted with respect to Products

#### **Automobile Liability**

Coverage Extensions:

Limits:

\$1,000,000 \$25,000 Each Occurrence CSL Medical Expense

To apply to Owned, Hired and Non-Owned Autos on Excess and DIC basis

Hired Car Liability - "if any"

Employer's Non-Ownership Liability

 Extended to include Employees as Additional insureds

## Employers' Liability/Employers' Responsibility

Limite:

Voluntary Workers Compensation

North Americans:

Statutory - State of Hire

Third Country Nationals: Statutory - Country of Workplace

Local Nationals:

Statutory - Country of Workplace

Repatriation:

\$50,000

Executive Assistance:

\$250,000

Employers Liability:

\$1,000,000 \$1,000,000 BI by Accident

BI by Disease - each

employee

\$1,000,000

Bi by Disease - policy

timit

Coverage Extensions:

Endemic Disease Executive Assistance

## **Employment Practices Liability Insurance**

#### Summary

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, Named insured: organization, and Mestek, Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the "Insured", including legal representatives. 260 North Elm St. Mailing Address: Westfield, MA 01880-6210 March 3, 2003 - March 3, 2004 Term: Federal Insurance Company Insurance Company: 8169-0811 Policy Number: \$3,000,000each claim \$3,000,000 Annual aggregate all claims Limits of Liability: \$250,000 each and every claim Retention: 100% of Loss and Defense Expenses excess of Insured Percentage: the Retention Claims Made Form Coverage: Pay on behalf of the Insured Loss and expenses for Employment Practices Wrongful Acts

March 3, 1999

Coverage Amendments:

Continuity Date:

A -Claims Reporting - Mestek has the right to handle claims up to \$100,000 prior to reporting to the insurance company.

B - Spousal Extension

C – Extend to include employees (3) of UK associated company.

# EMPLOYED LAWYERS LIABILITY

Named Insured:

Mestek, Inc.

Mailing Address:

260 North Elm Street Westfield, MA 01085

Effective Date:

October 1, 2002 -- October 1, 2003

Insurance Company:

Executive Risk Specialty

Policy Number:

8170-2142

Limits:

Per Claim and in the aggregate \$1,000,000

\$200,000

Defense Sub-limit inclusive of defense costs, charges and expenses

Policy Form:

Claims Made

Endorsements:

- Service or Suit
- Right to Select Defense Council
- Definition of Insured includes Deborah Strong and Robert Dewey
- Amended Definition of "Subsidiary"
- Extends Coverage to Paralegal Assistance
- Professional Services
- American Corporation Counsel Association
- Amended Definition of Wrongful Act

# FIDUCIARY LIABILITY & CRIME COVERAGE SUMMARY

Named Insured:

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, organization, and Mestek, Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the "Insured", including legal

representatives.

Malling Address:

260 North Elm Street Westfield, MA 01085

Effective Date:

October 29, 2002 - October 29, 2003

Insurance Company:

Federal insurance Company (CHUBB)

Policy Number:

8137-71-04

Fiduciary Liability

Limits of Liability:

Clause (A) Fiduciary Liability:

\$2,000,000 Each Claim

\$2,000,000 Aggregate

Clause (B) Voluntary Settlement Program:

\$500,000

Deductibles:

None

Clause (A)

\$2,500

Clause (B)

Pending or Prior Litigates Dates:

10/29/96

Clause (A)

10/29/96

Clause (B)

Terms and Conditions:

Defense Outside the Limits of Liability

Amend the Definition of Insured to include the following

Persons:

John T. Garrod - Agent for Omega Flex Ltd. Elizen M. Hogg - Agent for Omega Flex Ltd. Jean Clennell - Agent for Omega Flex Ltd.

#### Crime Coverage

£ ...

Limits of Liability:	\$1,500,000	Employee Theft	Claude (A)
<b></b>	\$1,500,000	Forgery	Clause (D)
	\$1,500,000	Computer Fraud	Clause (E)
	\$1,500,00	Funds Transfer Fraud	Clause (F)
	\$100,000	Credit Card Fraud	Clause (H)
Deductibles:	\$25,000	Clauses (A, D, E and F)	
Mic Philips de management and an analysis	\$5,000	Clause (H)	

#### Terms and Conditions:

Amend the Definition of Insured to include the following Persons:

John T. Garrod – Agent for Omega Flex Ltd. Eileen M. Hogg – Agent for Omega Flex Ltd. Jean Clennell – Agent for Omega Flex Ltd.

## **UMBRELLA** SUMMARY

Named Insured:

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, organization, and Mestek, Inc.'s interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear, all hereafter referred to as the "Insured", including legal representatives.

Mailing Address:

and North Elm Street Westfield, MA 01085

Effective Date:

June 27, 2002 - October 9, 2003

insurance Company:

Lexington Insurance Company

Policy Number:

4013385

Terms and Conditions:

Follow form excess over Lexington insurance

Company.

Limits of Liability:

\$25,000,000 Each Occurrence

\$25,000,000 Annual Aggregate Limit Excess of

\$10,000,000 Each Occurrence/Aggregate SIR Allocated Loss Expenses will erode

the SIR Aggregate

Retained Limit:

\$10,000,

Terms and Conditions:

Following Form:

Employers Liability

Automobile

Terms and Conditions (Cont'd):

Specific Exclusions:

Professional Liability Aircraft Products & Grounding

Intellectual Property

Occupational Disease

Lead Contamination

# EXCESS UMBRELLA LIABILITY SUMMARY

Named insured:

Mestek, Inc. and any subsidiary, associated or allied company, corporation, firm, organization, and Mestek, Inc.'s Interest in any partnership or joint venture in which Mestek, Inc. has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear, all hereafter referred to as the "insured", including legal representatives.

Mailing Address:

260 North Elm Street Westfield, MA 01085

Effective Date:

June 27, 2002 - October 9, 2003

Insurance Company:

ARCH Insurance Company

**Policy Number:** 

12UXP1401000

Limits of Liability:

\$15,000,000

Excess of \$35,000,000

Terms and Conditions:

Follow form excess over Lexington Insurance

Company.