

# **EXHIBIT B**

<>AGREEMENT TO ALLOW ENTRY TO PREMISES  
FOR ENVIRONMENTAL INVESTIGATION

1. RIGHT OF ENTRY TO PREMISES The undersigned, as legal owners (<>"Owners<>") of the below-described real estate and improvements (<>"the "Property<>"), having full authority to permit access to the Property for purposes of conducting the activities described herein, hereby knowingly consent to and authorize pursuant to the terms of this Agreement, Met-Coil Systems Corporation, its employees, agents, consultants, contractors or other duly authorized representatives (collectively all such parties necessary for the purposes of this Agreement are referred to as <>"Met-Coil<>") to enter upon and perform the activities described below on the following described Property:

<LEGAL DESCRIPTION AND/OR ADDRESS:—————>

**4741 St. Joseph Creek, Lisle, Illinois 60532 -- PIN Nos. 0811102003; 0811102005;  
0811102006; 0811102007; & 0811102008.**

2. PURPOSE OF ENVIRONMENTAL INVESTIGATION. Met-Coil desires to perform certain actions, consistent with the January 22, 2001 Agreed Order between Met-Coil Systems Corporation and the Illinois Attorney General and the Section 106 Order under CERCLA, dated October 4, 2001 and issued by the U.S. EPA, to investigate possible presence of Trichloroethylene (<>"TCE<>") on the Property, as required by Illinois EPA and U.S. EPA (<>"Environmental Investigation<>").

3. ENVIRONMENTAL INVESTIGATION TO BE UNDERTAKEN.  
The Environmental Investigation includes:

- (a) Met-Coil entering the property with a pickup truck mounted Geoprobe drilling unit, which will drill to approximately 30 feet in depth at each location acquiring continuous soil samples of the subsurface from surface grade to the completion depth of the boring. Each boring to be approximately 3 inches in diameter.

(b) Each boring will be terminated after encountering the water table to a sufficient depth to collect a groundwater grab sample.

- (c) After sampling, the drilling tools will be withdrawn from the borehole, and the borehole will be grouted with high solids bentonite.

Attached hereto, as Exhibit A, is a diagram illustrating the proposed locations for the Environmental Investigation on the Property. Met-Coil represents that the Environmental Investigation will not include drilling or sampling within any building interior or in any other unapproved location. All sampling will be taken from lawn areas.

4. SUBSURFACE IMPROVEMENTS. Met-Coil shall, prior to commencement of the Environmental Investigation, consult with the local utility providers to ascertain the existence and location of any electrical, gas, water, sewer, cable and telephone service on the Property ("Public Utilities"). Notwithstanding the foregoing, Owners represent that, except as described in Exhibit B attached hereto, Owners have no knowledge of any subsurface improvements, including, but not limited to, subsurface utilities, tanks, piping or other structures ("Subsurface Structures"), located on the Property which may restrict, preclude or otherwise adversely affect the Environmental Investigation. Owners acknowledge and agree that Met-Coil will not be liable for damage to any Subsurface Structures known to Owner and not disclosed to Met-Coil prior to commencement of the Environmental Investigation or for any other damages resulting from such non-disclosure.

5. INGRESS AND EGRESS. Owners acknowledge that Met-Coil will need periodic means of ingress and egress to move equipment onto and off the Property and to allow Met-Coil, Illinois EPA and U.S. EPA access to the Property. Owners authorize Met-Coil to use reasonable means of ingress and egress. Said equipment is limited to the aforementioned pick-up truck or bobcat with Geoprobe mount.

6. NOTICE OF WORK Met-Coil will provide Owners with notice at least five (5) calendar days prior to commencement of the Environmental Investigation. Owners shall provide Met-Coil with notice of their acceptance or refusal of access to the property on the proposed date for the Environmental Investigation within three (3) days of receiving Met-Coil's notice, provided that such acceptance shall not be unreasonably withheld.

Any notice required to be given by Met-Coil to Owners under this provision shall be by telephone and in writing to the Owners identified below and shall be deemed to have been served and given: (i) when ~~sent~~delivered via a nationally recognized overnight delivery service; or (ii) upon facsimile transmission. Any notice required to be given by Owners to Met-Coil under the terms of this provision shall be served in the same manner to ~~[ ]~~Charles F. Kuoni, III, President and CEO, Met-Coil Systems Corporation, 711 Ogden Avenue, Lisle, Illinois 60532, Fax No. (630) 964-4121 with a copy to Karen Kavanagh Mack, Deutsch, Levy and Engel, 225 West Washington Street, Suite 1700, Chicago, Illinois 60606, Fax No. (312) 346-1859.

7. TERM OF AGREEMENT. The rights of access under this Agreement shall remain in force and effect until the Environmental Investigation is completed.

8. AGREEMENT NOT TO INTERFERE. Owners agree not to interfere or tamper with any of the Environmental Investigation or activities, work done or equipment used by Met-Coil in conducting the Environmental Investigation; provided, however, in the event an emergency would necessitate vacation of the Property, Met-Coil will comply with said request. Met-Coil agrees to make reasonable efforts not to interfere with Owners' operations at the Property during the Environmental Investigation. Met-Coil further agrees that it will not cause any roadway on the Property to be impassable, nor will Met-Coil cause any parking areas on the Property to be

inaccessible, other than those parking spots being used by Met-Coil during the Environmental Investigation.

9. RESTORATION OF PROPERTY. Met-Coil agrees that in performing the Environmental Investigation all moveable material and equipment utilized by Met-Coil will be removed daily from the Property and upon the completion of the Environmental Investigation, the Property will be restored as nearly and as quickly as practicable to its original condition as found immediately preceding the beginning of the Environmental Investigation.

10. RIGHTS OF GOVERNMENTAL REGULATORS. Owners agree to provide to the Illinois EPA and U.S. EPA, its contractors and oversight officials, access to the property for the purpose of overseeing implementation of the Environmental Investigation. Owner acknowledges that Met-Coil is not a representative or agent of Illinois EPA or U.S. EPA. Nothing herein shall be interpreted as limiting or affecting Illinois EPA's or U.S. EPA's right of entry or inspection authority under State or Federal law.

11. INDEMNITY. Met-Coil agrees to indemnify and hold harmless Owners from any loss, costs, damages or expenses incurred by Owners for injury to person or property that are directly related to Met-Coil's negligence, gross negligence or intentional misconduct during the performance of the Environmental Investigation, except for the negligence, gross negligence, or intentional misconduct of Owners or Owners' tenants, occupants, invitees, employees, agents, contractors or representatives. ~~In no event shall~~ Met-Coil ~~be liable to Owners for any consequential or incidental damages arising from the Environmental Investigation, and this indemnity is expressly limited to loss, costs, damages or expenses incurred that are directly related~~ Met-Coil's performance of the Environmental Investigation and exercise of its rights under this Agreement. Met-Coil's limited indemnity of Owners terminates at the conclusion of the Environmental Investigation and restoration of the Property as provided in this Agreement. Upon

discovery of any claim for any loss, cost, damage or expense by Owners, any and all such claims shall be raised within thirty (30) days of discovery of same and must be filed with the United States Bankruptcy Court, District of Delaware in the matter of In re: Met-Coil Systems Corporation, Case No. 03-12676.

12. INSURANCE. Met-Coil, through its contractors, will maintain adequate insurance to protect Owners against any loss, costs, damages or expenses incurred by Owners for injury to person or property that are related directly to Met-Coil's negligence, gross negligence or intentional misconduct during the performance of the Environmental Investigation, except for the negligence, gross negligence, or intentional misconduct of Owners or Owners' tenants, occupants, invitees, employees, agents, contractors or representatives. Such insurance shall be Workers' Compensation Coverage at statutory requirements and Commercial General Liability Coverage at One Million Dollars (\$1,000,000) per occurrence. Met-Coil, through its contractors, agrees to provide Owners with a Certificate of Insurance evidencing such coverage which names Owners as additional insureds under the Commercial General Liability Policy and names all Met-Coil contractors involved. Met-Coil shall provide said Certificate to Owners prior to commencement of the Environmental Investigation.

13. NO ADMISSION OF LIABILITY. Nothing in this Agreement shall constitute or be deemed to constitute an admission of liability by any party to the Agreement.

14. CHOICE OF LAW. This Agreement and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to agreements negotiated, executed, delivered and fully performed in such state.

15. COUNTERPARTS AND FAX SIGNATURES. This Agreement may be executed in two or more counterparts, and photocopies or facsimile copies of this Agreement may be used as originals. Each such counterpart, photocopy or facsimile copy of this Agreement shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16. INTEGRATION CLAUSE. This Agreement constitutes the entire agreement between the parties with respect to the access rights to the Property. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Met-Coil and Owners.

17. HEADINGS. The headings of each paragraph contained in this Agreement are inserted for convenient reference only and shall not limit or otherwise affect the meaning or interpretation of the paragraph to which they apply.

18. UNDERSTANDING OF OWNERS. The undersigned Owners have read this Agreement and understand that it grants permission to Met-Coil, Illinois EPA and U.S. EPA or their contractors or representatives to enter the Property for purposes of conducting the Environmental Investigation and agrees to its terms and conditions.

19. INVESTIGATION RESULTS. Met-Coil agrees that it will provide Owners with a copy of any data or results from the Environmental Investigation as soon as it is available.

OWNER:

\_\_\_\_\_

DATE: \_\_\_\_\_

OWNER:



DATE: \_\_\_\_\_

<DATE: \_\_\_\_\_

MET-COIL SYSTEMS CORPORATION

By: \_\_\_\_\_

DATE: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

The following subsurface improvements are located on the property (if none, state

"none"):

| <b>Input:</b> |                        |
|---------------|------------------------|
| Document 1    | pdocs://GKLIB/412567/1 |
| Document 2    | pdocs://GKLIB/412566/1 |
| Rendering set | GK                     |

| <b>Legend:</b>            |  |
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| <u>Insertion</u>          |  |
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| Insertions         | 50    |
| Deletions          | 32    |
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