

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between Met-Coil Systems Corporation ("Met-Coil"), and its divisions Iowa Precision Industries ("Iowa Precision") and The Lockformer Company ("Lockformer"), and Bank One, N.A., successor to American National Bank and Trust Company of Chicago ("Bank One"), and is entered into with respect to the lawsuit entitled *Met-Coil Systems Corporation, Iowa Precision Industries and The Lockformer Company v. American National Bank and Trust Company of Chicago*, Case No. 00-L-11385, currently pending in the Circuit Court of Cook County, County Department, Law Division (the "Lawsuit").

WHEREAS, Met-Coil, Iowa Precision and Lockformer have raised and asserted certain claims and damages against Bank One as part of the Lawsuit;

WHEREAS, Bank One denies Met-Coil, Iowa Precision and Lockformer's asserted claims and damages; and

WHEREAS, Met-Coil, Iowa Precision, Lockformer and Bank One desire to avoid litigation expenses and to resolve amicably all disputes and controversies between them;

NOW, THEREFORE, in consideration of Bank One's payment to Met-Coil, Iowa Precision and Lockformer as hereafter provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Definitions**

- A. "Claimants" as used herein shall mean Met-Coil, Iowa Precision and Lockformer.
- B. "Claimants' Related Persons" as used herein shall mean Met-Coil, Iowa Precision and Lockformer's predecessors, successors, assigns, parent corporations, subsidiaries, affiliates, holding companies, divisions, unincorporated business units, joint venturers, partners, insurers, officers, directors, shareholders, managers, employees, agents, servants, representatives, officials, attorneys, associates and trustees.
- C. "Bank One Related Persons" as used herein shall mean Bank One's predecessors, successors, assigns, parent corporations (including, but not limited to, Bank One Corporation), subsidiaries, affiliates, holding companies, divisions, unincorporated business units, joint venturers, partners, insurers, officers, directors, shareholders, managers, employees, agents, servants, representatives, officials, attorneys, associates and trustees.
- D. "Agreement" as used herein shall mean this Settlement Agreement and Release.
- E. "Parties" as used herein shall mean Claimants and Bank One.
- F. "Claims" as used herein shall mean claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations,

liens, petitions, suits, losses, controversies, executions, offsets and sums, of any kind or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual, in law or equity, known or unknown, suspected or unsuspected, or of whatever type or nature arising out of the termination of the Loan and Security Agreement dated as of July 15, 1999 between Claimants and Bank One.

2. **Release**

In consideration of the payment of \$62,500.00 (Sixty-Two Thousand, Five Hundred Dollars and Zero Cents) by Bank One within 10 days of delivery of the executed Agreement, payable by check to "Met-Coil Systems Corporation" and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Claimants, for themselves and Claimants' Related Persons, do hereby release, remise and forever discharge Bank One and Bank One Related Persons of those Claims that Claimants raised or alleged, or could have raised or alleged, against Bank One or Bank One Related Persons in the Lawsuit.

3. **Dismissal of the Lawsuit**

In conjunction with the execution of this Agreement, counsel for the Parties shall execute and file a Stipulation of Dismissal with Prejudice of Bank One with the Parties to bear their own costs, including attorneys' fees, related to the Lawsuit and its dismissal.

4. **Confidentiality**

The Parties agree that the terms and conditions of this Agreement, the amount of the settlement (including any reference to the range of settlement), consideration of any and all offers or counteroffers, all non-publicly disclosed or filed facts, information, documents and/or details about the Lawsuit (including, but not limited to, all information governed by a protective order or confidentiality order), and all other aspects of negotiations between the Parties are confidential and shall not be disclosed or revealed by them, except as specified below. Claimants and their counsel specifically agree that they will not transmit any press release or other information to the media about the Agreement or the settlement embodied in the Agreement and that they will not otherwise publish any information about the Agreement or the settlement embodied in the Agreement, except as may be required in conjunction with Met-Coil's bankruptcy. The Parties expressly agree that the terms and conditions of this Agreement may be disclosed:

- a. By Bank One to Bank One Related Persons in the event that Bank One determines, in its sole discretion, that such disclosure is necessary;
- b. By Claimants to the IRS, their accountants, auditors, the Official Committee of Unsecured Creditors, the United States Trustee, the Delaware Bankruptcy court, or its attorneys in the event that Claimants determine, in their sole discretion, that such disclosure is necessary;

- c. By any of the Parties if necessary to enforce or litigate over any provision of this Agreement; and
- d. To the extent required by law.

In the event a court or other legal body shall compel disclosure or production of this Agreement or any part hereof, the party compelled to disclose will provide immediate written notice to the non-disclosing party or their attorney. Bank One acknowledges that Claimants may be required to disclose this Agreement in open court and that such disclosures shall not be deemed a violation of the Confidentiality provision of this Agreement.

5. **Representations and Warranties**

The Parties acknowledge, warrant and represent that:

- a. no representation of law or fact made by the opposing party, the opposing party's attorney, agent or representative, or any other party, has induced them to execute the Agreement, and the Parties wholly disclaim any reliance on such representations in their execution of the Agreement;
- b. the Parties had the opportunity to seek and rely upon the advice of their counsel in the negotiation and execution of this Agreement;
- c. no tax advice has been offered or given by either party in the course of these negotiations, and each party is relying upon the advice of his or its own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement;
- d. the Parties may hereafter discover facts different from or in addition to those now known or believed to be true regarding the subject matter of this Agreement, and agree that this Agreement shall remain in full force and effect notwithstanding the existence or discovery of any such different or additional facts; and
- e. the Parties mutually drafted this Agreement and therefore this Agreement shall not be construed more strictly against any party hereto.

Additionally, Claimants warrant and represent that they are the sole and absolute legal and equitable owners of the released Claims covered by this Agreement and the release set forth in Section 2 herein; that Claimants' Claims have not been assigned or transferred to any non-Claimants or disposed of in fact, by operation of law or in any matter whatsoever; and that they have the full right and power to execute and deliver the release set forth in Section 2 and the other agreements contained herein.

6. **Merger, Integration and Amendment**

The Parties acknowledge that this Agreement sets forth the entire agreement of the Parties hereto, that all prior oral or written statements, representations, and covenants are merged

herein, and that any other agreements not expressly stated herein are void and have no further force and effect. The Parties agree that the Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties hereto.

7. **No Admission of Liability**

Bank One has indicated its intent to contest vigorously each and every claim in the Lawsuit. Bank One maintains that it has consistently acted in accordance with governing law at all times. Bank One has nonetheless concluded that it is in its best interests that the Lawsuit be settled on the terms and conditions set forth in the Agreement. Bank One has reached this conclusion after considering the expense that would be incurred by defending the Lawsuit through trial and through any appeals that might be taken; the benefits of disposing of protracted and complex litigation, and Bank One's desire to conduct its business unhampered by the distraction of continued litigation. Neither this Agreement nor any of its terms or provisions nor any of the negotiations or proceedings connected with it shall be construed as an admission or a concession by Bank One of the truth of any of the allegations in the Lawsuit or of any liability, fault, or wrongdoing of any kind whatsoever. Neither this Agreement nor any of its terms or provisions shall be offered as or received into evidence in any pending or future civil, criminal or administrative proceeding or action against any Party hereto in any court, administrative agency or other tribunal in any jurisdiction, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.

8. **Governing Law**

This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Illinois.

9. **Severability**

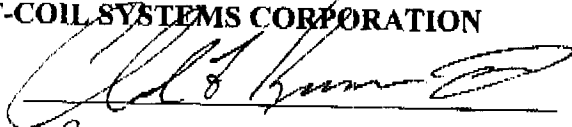
The Parties agree that if any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, such illegal, invalid or unenforceable provision shall be severed from the Agreement and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

10. **Counterparts**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

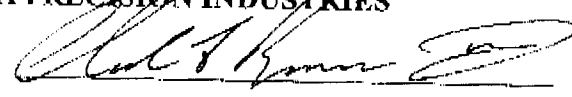
MET-COIL SYSTEMS CORPORATION

By: 

Title: President & CEO

Date: _____

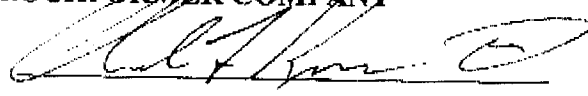
IOWA PRECISION INDUSTRIES

By: 

Title: President & CEO

Date: _____

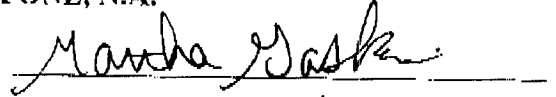
THE LOCKFORMER COMPANY

By: 

Title: President & CEO

Date: _____

BANK ONE, N.A.

By: 

Title: Managing Director

Date: 7/15/04