

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made this ___ day of April, 2008, by and between Frances Gecker (the "Trustee"), not individually, but as Chapter 11 trustee of Automotive Professionals, Inc. (the "Debtor" or "API"), and _____ ("Dealer," and together with the Trustee, the "Parties").

WHEREAS, on April 13, 2007 (the "Petition Date"), API filed its voluntary Chapter 11 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") initiating the bankruptcy case captioned *In re Automotive Professionals, Inc.* and docketed as Case No. 07 B 06720 (the "Bankruptcy Case"). On June 12, 2007, on the motion of the United States Trustee for the Northern District of Illinois (the "U.S. Trustee"), the Bankruptcy Court appointed the Trustee as the Chapter 11 trustee of the Debtor's estate.

WHEREAS, prior to the Petition Date, Dealer and API entered into a certain Dealer Agreement (as amended or supplemented, the "API/Dealer Agreement") pursuant to which, among other things, API agreed to serve as claims administrator under vehicle service contracts (the "VSCs") that were sold through the Dealer under a program known as the Automotive Protection Plan Program, which was administered by API ("API Program").

WHEREAS, in connection with the API Program, and pursuant to the API/Dealer Agreement, API and certain of its affiliates established designated claim reserve accounts for Dealer at JP Morgan that were respectively identified through account numbers _____ and held an aggregate balance of \$ _____ as of July 31, 2007 (the "Reserve Accounts").

WHEREAS, pursuant to its various agreements with the Dealer, API also agreed to serve as claims administrator under certain guaranteed price refund contracts (the "GPRs") that were sold through the Dealer at various times prior to the Petition Date. The Parties understand that any claim reserve accounts that existed in connection with GPRs sold to the Dealer's customers have been depleted in their entirety.

WHEREAS, on February 15, 2007 ("Assignment Date"), API executed an assignment for the benefit of creditors ("Assignment"), and transferred its assets to the API Creditors' Trust, administered by Michael Kayman as Assignee (the "Assignee").

WHEREAS, subsequent to the Assignment Date, API ceased processing claims in connection with the API Program. In addition, the Assignee caused API to transfer the funds in the Reserve Accounts (the "Settlement Account") to an account (the "LaSalle Account") at LaSalle Bank National Association ("LaSalle"). Accounting of the LaSalle Account allows the specific allocation of the funds deposited therein from the Settlement Account.

WHEREAS, the Trustee and LaSalle have entered into a settlement agreement in connection with their respective claims and defenses against each other, including their respective claims and defenses relating to the funds in the LaSalle Account (the "LaSalle

Agreement”). Pursuant to the LaSalle Agreement, among other things, LaSalle has agreed to transfer and assign whatever rights, claims and interest it held in the funds that were in the LaSalle Account to the Trustee.

WHEREAS, the Bankruptcy Court, on July 25, 2007, entered an order approving the LaSalle Agreement.

WHEREAS, since February 12, 2007, Dealer has not had access to the funds in the Reserve Accounts, which, under the API/Dealer Agreement, were to be used to pay repair, replacement and cancellation costs associated with claims made by consumers participating in the API Program.

WHEREAS, since February 12, 2007, Dealer or its agents have had to expend funds to pay repair, replacement and cancellation costs associated with claims made by consumers participating in the API Program (the “Dealer Payments”). The Dealer Payments do not include any attorney’s fees paid by the Dealer.

WHEREAS, Dealer is currently arranging for the retention of a qualified claims administrator (the “Administrator”) to administer customer claims arising under the VSCs.

WHEREAS, in an effort to minimize any further disruptions and inconveniences to consumer customers of the Dealer holding VSCs or GPRs, and to resolve any issues regarding the disposition of the Reserve Accounts, the Parties have engaged in good faith, arms-length discussions with respect to the resolution of all of the respective rights, obligations, claims and defenses of the Dealer, the Trustee, API and API’s bankruptcy estate in connection with the API/Dealer Agreement and the subject matter thereof. In order to resolve such rights, obligations, claims and defenses, and to protect the rights of consumers that purchased VSCs or GPRs through the Dealer, including the ongoing administration of those VSCs and GPRs, the Parties have elected to enter into this Settlement Agreement as being in the best interests of API’s estate and the Dealer, respectively.

NOW THEREFORE, in consideration of the mutual releases and additional consideration set forth herein, which each of the Parties agrees is good and valuable consideration for the various covenants and understandings set forth in this Settlement Agreement, it is hereby agreed by the Parties as follows:

1. Effective Date. This Agreement is conditioned upon the Bankruptcy Court’s entry of a final order approving this Settlement Agreement, and it will become effective upon the later of (i) the eleventh day after such Bankruptcy Court approval, or (ii) the date that the Dealer provides the Trustee with a copy of a signed administration agreement between the Dealer and the Administrator.

2. Reserve Accounts. Within five days (5) of the Effective Date or such later date as the Dealer may request, the Trustee will transfer to the Administrator (as defined below) or its designee the amount of \$[92% of Reserve Accounts] (the “Transferred Funds”), which amount the Parties acknowledge consists of the adjusted total outstanding balance of the Reserve

Accounts as of July 31, 2007, less \$[8% of Reserve Accounts]. The Trustee also will retain the accrued interest earned to date on the Reserve Accounts as an asset of API's bankruptcy estate. Subject to paragraph 7 below, Dealer waives any right to assert a general unsecured claim against the API bankruptcy estate for the amount retained by the Trustee as an asset of API's bankruptcy estate in accordance with this paragraph.

3. Administrator and Insurance. Until the expiration of all of the VSCs, the Dealer shall:

(i) arrange for the retention of the Administrator to administer customer claims arising under the VSCs (for avoidance of doubt, CNA National Warranty Corporation ("CNA") is deemed to be a qualified claims administrator);

(ii) provide the Trustee with no less than 60 days' prior written notice of the employment of any claims administrator other than the Administrator or CNA to administer claims under the VSCs;

(iii) arrange for the issuance of a service contract reimbursement insurance policy from an A-rated insurance carrier ("Carrier") to the API bankruptcy estate to cover all valid repair claims and cancellation charges arising under the VSCs to the extent that the Transferred Funds are insufficient (for avoidance of doubt, Continental Casualty Company is deemed to be a suitable A-rated insurance carrier);

(iv) provide the Trustee with proof of service contract reimbursement insurance coverage in connection with the VSCs; and

(v) use commercially reasonable efforts to insure that the Administrator (or any subsequently appointed claims administrator) will comply with all applicable federal, state and local laws and regulations in connection with the administration of the VSCs.

4. Use of Transferred Funds and Periodic Reporting. Upon receipt of the Transferred Funds, the Administrator or its designee may use the Transferred Funds for the following purposes: (a) payment of all valid claims under the VSCs in accordance with industry custom and practice; (b) payment of any reimbursements for VSCs that are cancelled in accordance with their terms; (c) reimbursement of the Dealer or its agents for costs incurred in administering, paying or otherwise satisfying claims under the VSCs, including the Dealer Payments; and (d) upon expiration of the last VSC sold under the API Program, payment to the Dealer without restriction. Commencing on the tenth (10th) day of the second month following the Effective Date, and continuing on the tenth (10th) day of each succeeding month, until such time as the Trustee determines in her sole discretion, the Dealer shall cause the Administrator to provide the Trustee, or her designated agent, with a report detailing all payments from the Transferred Funds and claims processed under VSCs during the prior month.

5. Additional Obligations of the Dealer. The Dealer shall provide notice of the terms of this Settlement Agreement, in substantially the form attached hereto as Exhibit 1 ("Notice"),

to the last known and available addresses of the holders of VSCs and GPRs. The Dealer shall also post the Notice in its place of business where all other statutory notices to employees are required to be posted.

6. Additional Obligations of the Trustee. The Trustee will use commercially reasonable efforts to cooperate with information requests from the Dealer, the Administrator (or any subsequently appointed claims administrator), or the Carrier; provided, however, that such efforts shall not require the Trustee to incur costs and/or expenses (including professional fees) unless the Dealer, the Administrator (or any subsequently appointed claims administrator), or the Carrier agrees to reimburse the Trustee for such costs and/or expenses.

7. Preservation of Certain Claims by the Dealer. The Dealer shall have an allowed general unsecured claim ("GPR Unsecured Claim") against the API bankruptcy estate in an amount to be determined to the extent that the Dealer, the Carrier, or the Administrator pay or otherwise satisfy any claims arising from or related to the GPRs. This Settlement Agreement will not release the Dealer's right to file a general unsecured claim against API's bankruptcy estate for any portion of the Dealer Payments that is not reimbursed to the Dealers from the Transferred Funds (the "Dealers Unpaid Payment Claim"). The Trustee will maintain any and all rights to object to the Dealers Unpaid Payment Claim. Moreover, and notwithstanding anything to the contrary in this Agreement, the Parties agree that the Dealer's rights to assert third party claims (e.g., claims against parties other than the Trustee, API's bankruptcy estate, and their successors and/or assigns, attorneys, professionals, agents and/or other representatives) arising from or related to the API Program, the API/Dealer Agreement, the Reserve Accounts, the Assignment, the VSCs or the GPRs are expressly reserved and preserved in their entirety.

8. Limited Indemnification. The Dealer agrees to hold harmless and indemnify the Trustee and API's bankruptcy estate from and against any and all claims, demands, penalties, damages, obligations, and costs, including the Trustee's attorneys' fees and costs incurred in connection therewith, that are asserted against the Trustee or API's bankruptcy estate by any consumers for any valid repair or cancellation claims arising under the VSCs held by such consumers; provided, however, that (i) the Dealer's aggregate obligations under this paragraph shall in no event exceed the amount of the Transferred Funds, and (ii) the Dealer's obligations under this paragraph with respect to valid repair or cancellation claims that were asserted by consumers prior to the Effective Date shall be limited solely to the payment of such repair or cancellation claims in accordance with the applicable VSCs.

9. Mutual Release. Effective upon the Effective Date, except for (i) the GPR Unsecured Claim, (ii) the Dealers Unpaid Payment Claim, and (iii) claims relating to the enforcement of this Settlement Agreement and as set forth herein, the Trustee, on behalf of the Trustee, any of the Trustee's successors and/or assigns, and API's bankruptcy estate, and the Dealer, on behalf of itself, and any of its successors and/or assigns, each hereby releases, remises and discharges the other, and any and all of such Party's successors and/or assigns, affiliates, officers, directors, principals, employees, attorneys, other professionals, agents and/or any other representatives ("Released Entities") from any and all claims and causes of action, known or unknown, from the beginning of time up through and including the Effective Date, including but not limited to all claims, counterclaims, defenses and affirmative defenses relating to the

API/Dealer Agreement, the API Program, the Reserve Accounts, the LaSalle Account, and all claims relating to the relationships between and among any of the Dealer, API, API's affiliates, and the Trustee. For avoidance of doubt, and notwithstanding the foregoing sentence, the Released Entities do not include the Assignee, API's affiliates, or any of their respective officers, directors, principals, employees, attorneys, other professionals, agents and/or any other representatives.

10. Notice of the Agreement. Within five (5) business days after the execution of this Settlement Agreement, the Dealer will provide the Trustee with a list of all states in which VSCs or GPRs were sold. Within five (5) business days after the execution of this Settlement Agreement, the Trustee will file with the Bankruptcy Court a motion, pursuant to 11 U.S.C. § 363 and Fed. R. Bankr. P. 9019, seeking approval of this Settlement Agreement and the transactions and arrangements contemplated herein (the "Settlement Motion"). Notice of the Settlement Motion will be posted on the Bankruptcy Court-approved website maintained by the Trustee in the Bankruptcy Case, and provided to the U.S. Trustee, API and its affiliates, counsel for the Official Committee of Unsecured Creditors, API's twenty largest creditors as listed in the Petition, all parties that have requested notice of all pleadings filed in the Bankruptcy Case, and the Attorney General of each state in which VSCs or GPRs were sold. Other than through posting on the Trustee's website for the Bankruptcy Case, separate notice of the Settlement Motion will not be provided to the consumer purchasers of VSCs or GPRs.

11. Authority. The Parties state that they have read and understand this Settlement Agreement, that they have had an opportunity to consult with their attorneys concerning the terms and conditions herein, and that they have entered into this Settlement Agreement for reasons of their own and not based upon representations of any other Party hereto, and that the person signing this Settlement Agreement on behalf of each of the Parties has full authorization to do so.

12. Costs. Each Party shall pay its own respective costs and attorneys' fees incurred in connection with this Settlement Agreement.

13. Entire Agreement. This Settlement Agreement constitutes the entire agreement and supersedes all prior written or oral agreements between the Parties. This Settlement Agreement may not be amended or modified except in writing by both Parties.

14. Counterparts. This Settlement Agreement may be executed by signatures on more than one counterpart. If so executed, the various counterparts shall be considered one instrument. A facsimile or electronic signature hereto shall have the same force and effect as an original signature.

15. No Admissions. Neither the execution of this Settlement Agreement nor the settlement of the matters herein between the Trustee and the Dealer shall constitute an admission of liability by either the Trustee or the Dealer.

16. Governing Law. This Settlement Agreement shall be construed under the internal laws (and not the laws of conflict) of the State of Illinois. This Settlement Agreement shall not

be construed against either of the Parties but shall be given a reasonable interpretation. Should any part of this agreement be found void or unenforceable, the remaining portions of the agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement.

**FRANCES GECKER, not individually, but as
Chapter 11 Trustee of Automotive Professionals, Inc.**

[DEALER]

By: _____
One of her attorneys

By: _____
Their authorized representative

Dated: _____

Dated: _____

EXHIBIT 1

**NOTICE TO CONSUMERS AND DEALERSHIP EMPLOYEES
RELATING TO
VEHICLE SERVICE CONTRACTS SOLD BY
AUTOMOTIVE PROFESSIONALS, INC.**

Automobile Professional, Inc. (API") is an Illinois corporation that sold vehicle service contracts to automobiles owners across the country. Some were offered to consumers by salespersons at this dealership. In March 2007, Michael T. McRaith, the Illinois Director of Insurance ("the Director"). Filed a complaint against API seeking to conserve API's assets for the benefit of its customers.

On April 13, 2007, API filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division. The case was assigned to the Honorable Carol A. Doyle as Case No. 07-B-06720. On June 12, 2007, the Bankruptcy Court, over the Director's objection, approved the appointment of Frances Gecker, and independent third party, to be the Chapter 11 trustee for API and to equitably liquidate its assets. API's bankruptcy may adversely affect the rights of some consumers who purchased vehicle serve contracts. **Information regarding the API bankruptcy can be found on the website maintained by the trustee at www.apibankruptcy.com.**

Recently, the bankruptcy trustee entered into a settlement agreement with this dealership providing for continuing repair coverage for automobile owners who purchased API contracts here. The Director is not a party to the settlement agreement, and he has neither reviewed no approved its contents. **Consumers having questions regarding their rights to vehicle repairs or other questions about the API contracts sold at this dealership should direct those questions to [Dealership employee] at [phone number].**

[Consumers holding API vehicle service contracts should also note that some of those contracts contained contract-cancellation provisions giving the automobile owners "Guaranteed Price Refund" or "GPR" rights. These provided that, under certain circumstances, some or all of the money paid by consumers to purchase the vehicle service contracts would be refunded. THIS DEALERSHIP HAS NOT AGREEN IN ITS SETTLEMENT WITH THE TRUSTEE TO HONOR GPR CLAIMS. Affected consumers wishing to make a GPR claim will be notified by the bankruptcy trustee of the procedures for filing a claim against API's bankruptcy estate. Consumers with questions about GPR rights should direct those questions to the person listed in the preceding paragraph and regularly check the trustee's website, www.apibankruptcy.com, for further information.]