

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made this ____ day of _____, 2008, by and between **Frances Gecker** (the "Trustee"), not individually, but as Chapter 11 trustee of Automotive Professionals, Inc. (the "Debtor" or "API"), and **Dahl Automotive Onalaska, Inc.** and **Dahl Ford LaCrosse, Inc.** (collectively the "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 (and amended from time to time thereafter), Dealer and API entered into a certain Dealer Agreement (the "API/Dealer Agreement") pursuant to which, among other things, API agreed to serve as claims administrator and obligor under vehicle service contracts (the "VSCs") that were sold through the program known as the Automotive Protection Plan Program ("API Program"), which is administered by API. As of December 31, 2006, there were approximately 212 unexpired VSCs in the 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 at JP Morgan for the Dealer, account number 30002719 in the amount of \$107,687.45 (the "Reserve Account"), and a reserve account 30002487 which was depleted prior to the Petition Date.

WHEREAS, on February 15, 2007, API executed an assignment for the benefit of creditors, and transferred its assets to the API Creditors' Trust, administered by Michael Kayman as Assignee (the "Assignee"). Subsequently, API ceased processing claims in connection with the API Program. In addition, the Assignee transferred the funds in the Accounts listed in Exhibit A (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 Accounts.

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 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, to preserve the integrity of the API Program, and to otherwise facilitate and serve the interests of consumers who purchased VSCs under the API Program, Universal Underwriters Insurance Company (“UUIC”) has established a servicing arrangement with Universal Underwriters Service Corporation (“UUSC”), as an administrative agent, to perform claims administration in connection with the API Program.

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 through July 31, 2007, Dealer has expended its own funds in connection with the payment and processing of claims tendered by participants in the API Program, will pay additional sums in order to procure an appropriate reinsurance coverage package for the outstanding API VSCs and incurred significant administrative costs associated with the implementation of the arrangement with UUSC.

WHEREAS, on _____ 2008, the Dealer entered into a Claim Service Agreement with UUSC regarding the payment and processing of claims tendered by participants in the API Program. As part of the Dealer’s agreement, UUSC will secure a vehicle service contract reimbursement policy from UUIC, naming the Trustee as the Named Insured, which will indemnify API’s bankruptcy estate from all claims and net cancellation liability related to the API Program (the “UUIC Policy”).

WHEREAS, in an effort to minimize any further disruptions and inconveniences to consumers holding contracts issued under the API Program, 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 resolving all of the respective rights, obligations, claims and defenses of Dealer, the Trustee, API and API’s bankruptcy estate in connection with the API/Dealer Agreement and the subject matter thereof. In order to fully resolve all such rights, obligations, claims and defenses, and to protect the rights of the consumer purchasers of the VSCs, including the ongoing administration of the API Program, the Parties have elected to enter into this Settlement Agreement as being in the best interests of API’s estate and 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 will become effective on the date that an order approving this Settlement Agreement becomes final and non-appealable (the “Effective Date”).
2. Reserve Accounts. Upon execution of the Agreement with Dealer, and as consideration for UUIC and the Dealer providing the UUIC Policy, the Trustee will transfer to UUSC the sum of **\$96,918.71** (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 **\$10,768.44** which will be held by the Trustee as an asset of API's bankruptcy estate. The Trustee also will retain the accrued interest earned on the Reserve Account as an asset of API's bankruptcy estate. Dealer shall have a general unsecured claim against the bankruptcy estate for the amount retained by the Trustee as an asset of API's bankruptcy estate.

3. Use of Transferred Funds and Periodic Reporting. Upon execution of the reserve account transfer of the Transferred Funds, UUIIC will (1) issue a vehicle service contract reimbursement insurance policy to API bankruptcy estate to cover customer repair claims and cancellations, but not claims for guaranteed price refunds under the API policies, and (2) provide the Trustee, or her designated agent, with a quarterly report detailing all payments and claims processed under the API Program during the prior three months, 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 that such reporting is no longer necessary.

4. Representations and Warranties by Dealer. Dealer hereby acknowledges and consents to the issuance of the vehicle service contract reimbursement insurance policy to the API bankruptcy estate. Dealer further represents and warrants that the terms of this Settlement Agreement, in substantially the form attached hereto as Exhibit A, will be mailed to all consumers in the API Program and posted in its place of business where all other statutory notices are required to be posted.

5. Mutual Release. Effective upon the Effective Date, other than 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 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, officers, directors, principals, employees, attorneys, other professionals, agents and/or any other representatives 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 VSCs, the Reserve Account, the LaSalle Account, and all claims relating to the relationships between and among any of Dealer, API, API's affiliates, and the Trustee.

6. Indemnification. Dealer agrees to hold harmless and indemnify the Trustee and API's bankruptcy estate from and against any and all claims, demands, fines, penalties, damages, obligations, and costs of any nature whatsoever, including the Trustee's attorneys' fees and costs incurred in connection therewith, asserted against the Trustee or API's bankruptcy estate in connection with this Settlement Agreement, the API/Dealer Agreement, the API Program, the VSCs, or the Reserve Account, but excluding any claims for guaranteed price refunds under the API policies.

7. Notice of the Agreement. Within five (5) business days after the execution of this Settlement Agreement, Dealer will provide the Trustee with a list of all states in which VSCs were sold, receipt of which the Trustee acknowledges. Within five (5) business days after the execution of this Settlement Agreement, the Trustee will file with the Bankruptcy Court a motion,

pursuant to Fed. R. Bankr. P. 9019, seeking approval of this Settlement Agreement and the transactions and arrangements contemplated herein (the "Dealer Settlement Motion"). Notice of the Dealer 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 were sold. Other than through posting on the Trustee's website for the Bankruptcy Case, separate notice of the Dealer Settlement Motion will not be provided to the consumer purchasers of the VSCs.

8. 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.

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

10. 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.

11. 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.

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

13. 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.**

**DAHL AUTOMOTIVE ONALASKA, INC.
and DAHL FORD LACROSSE, INC.**

By: _____
One of her attorneys

By: Harry Dahl
Its: President
Dated: 8-14-08

Dated: _____

EXHIBIT A

**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 automobile 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 service 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 nor 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 AGREED 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.]