

SETTLEMENT AGREEMENT
AND
MUTUAL GENERAL RELEASES

AGREEMENT made the 30th day of September, 2004, between Kathy C. residing at 1234 East 100th Avenue, Thornton, Colorado 80229 and Jewell W. residing at 7890 Pearl Street, Thornton, Colorado (“Kathy C.” and “Jewell W.”) and Real Nice Car Sales, Inc. with its principal place of business located at Denver, Colorado, 80221 ("Real Nice") and Divided Car Care, Inc. with its principal place of business located at, Greenwood Village, Colorado 80111 (“Divided”). (The parties sometimes are referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, Kathy C. and Jewell W. (hereinafter referred to collectively as “Contract Holder”) are the purchaser and owner of Divided Car Care, Inc. Vehicle Service Contract Number BN987654 (the “Contract”) relating to their 1997 Ford F-150, VIN 2WHT1726ALNG25365 (the “Vehicle”);

WHEREAS, Contract Holder has commenced that certain action in the District Court of Adams County, Colorado numbered 04 CV 4104 which is pending (the “Litigation”);

WHEREAS, Contract Holder has agreed with Real Nice and Divided to terminate the Litigation against Real Nice and Divided and to release any and all claims that Contract Holder had, has and may forever have arising from the Contract;

WHEREAS, Contract Holder, Real Nice and Divided each hereby agrees to relinquish the rights to prosecute and defend that each may have and each may assert in the event that the Litigation continues;

NOW, THEREFORE, Contract Holder, Real Nice and Divided agree as follows.

A. Contract Holder hereby releases and accepts in full compromise, settlement and satisfaction of and as sole consideration for the final release and discharge of all actions, claims and demands of any kind that have existed, now exist or may hereafter accrue or exist against Real Nice and Divided and each of their officers, directors, shareholders, employees, agents and affiliates and subsidiaries for all purposes and as relates to, regards or arises from the Contract as follows:

1. Payment by one or more checks drawn on the bank account(s) of Divided in the amount totaling NINE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00) to be made payable to Dewey, Cheatem and Howe and Kathy C. Payment by Divided shall be made in full to Contract Holder contemporaneously with delivery of the signed Agreement by Divided and Real Nice and with the delivery by Contract Holder of the Stipulation of Settlement and Dismissal with Prejudice to Divided and Real Nice.

2. Contract Holder promises, affirms and warrants that no promise or inducement of any kind has been offered or extended except as is set forth herein, that this Agreement is executed of their own free will and without reliance upon any statements, representation or inducement of any kind other than as is set forth in this Agreement.

3. Contract Holder acknowledges and affirms that neither Real Nice nor Divided has made any admission of liability, guilt or indebtedness to them in consideration of entering into this Agreement. Contract Holder acknowledges and affirms that the Contract is null and void upon execution of this Agreement and that no future claims will be filed, authorized or paid.

4. Contract Holder hereby promises, affirms and warrants that, other than by operation of law, they will maintain both the fact of the Parties entering into this Agreement as well as all of its terms in complete and total confidence and will make every reasonable effort to maintain the confidentiality thereof. Further Contract Holder hereby promises, affirms and warrants that, other than by operation of law, in the event that any inquiry is made by any third party as to the status of the Litigation, Contract Holder will state that said matter has been resolved to the Parties' mutual satisfaction and will state nothing more thereafter.

5. Contract Holder agrees forthwith and expeditiously to Dismiss with Prejudice the Litigation and to cause the extinguishment of each and every Claim for Relief that they have asserted in the Litigation as each may relate to Real Nice and to Divided.

6. Contract Holder hereby affirms that with regard to the Agreement, its terms and conditions, they have been represented by counsel of their choosing who has explained same to them fully, that they have had the opportunity to ask any and all questions that they may have and that they understand same.

B. Real Nice and Divided hereby release and forever discharge Contract Holder for all claims, chooses and rights of action that they had, have or forever may have and, as consideration of their receiving full compromise, settlement and satisfaction of and for the final release and discharge of all actions, claims and demands of any kind that have existed, now exist or may hereafter accrue or exist against Real Nice and Divided and each of their officers, directors, shareholders, employees, agents and affiliates and subsidiaries for all purposes and as relates to, regards or arises from the Contract, agree to perform as follows:

1. To make payment by one or more checks drawn on the bank account(s) of Divided in the amount totaling NINE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00) payable to Dewy, Cheatem and Howe and Kathy C.

2. Real Nice and Divided hereby promise, affirm and warrant that, other than by operation of law, they will maintain both the fact of the Parties entering into this Agreement as well as all of its terms in complete and total confidence and will make every reasonable effort to maintain the confidentiality thereof. Further Real Nice and Divided hereby promise, affirm and warrant that, other than by operation of law, in the event that any inquiry is made by any third party as to the status of the Litigation, each will state that said matter has been resolved to the Parties' mutual satisfaction and will state nothing more thereafter.

C. This Agreement constitutes the whole and entire agreement of the Parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the Parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Parties or any of them.

1. This Agreement may be executed in one or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Colorado. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

3. This Agreement shall be binding on and inure to the benefit of the Parties and their heirs, personal representatives, and successors and assigns.

4. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a company or corporation all as the context and meaning of this Agreement may require.

5. The Parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the Parties.

6. Each Party represents and warrants to the others that each has the capacity and authority to enter into this Agreement.

7. Time is of the essence of every provision of this Agreement that specifies a time for performance.

8. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be lawfully bound, have executed or caused to be executed this Agreement on the day and year first above written.

KATHY C.:

REAL NICE CAR SALES, INC.

By: _____

JEWELL W.:

DIVIDED CAR CARE, INC.

By: _____