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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 17, 2011

| <u>Commission File Number</u> | <u>Registrant, State of Incorporation; Address; Telephone Number</u> | <u>I.R.S. Employer Identification Number</u> |
|-------------------------------|---|--|
| 001-14759 | DRIVETIME AUTOMOTIVE GROUP, INC. (A Delaware Corporation) 4020 East Indian School Road, Phoenix, Arizona 85018 (602) 852-6600 | 86-0721358 |
| 333-169730 | DT ACCEPTANCE CORPORATION (An Arizona Corporation) 4020 East Indian School Road, Phoenix, Arizona 85018 (602) 852-6600 | 82-0587346 |
| 333-169730-04 | DRIVETIME SALES AND FINANCE COMPANY, LLC (An Arizona Limited Liability Company) 4020 East Indian School Road, Phoenix, Arizona 85018 (602) 852-6600 | 86-0657074 |
| 333-169730-06 | DRIVETIME CAR SALES COMPANY, LLC (An Arizona Limited Liability Company) 4020 East Indian School Road, Phoenix, Arizona 85018 (602) 852-6600 | 86-0683232 |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



Item 1.01 Entry into a Material Definitive Agreement.

Amendment No. 8 to the Third Amended and Restated Loan and Security Agreement

On October 17, 2011, DriveTime Automotive Group, Inc., a Delaware corporation (“DTAG”), entered into Amendment No. 8 to the Third Amended and Restated Loan and Security Agreement (the “Inventory Amendment”), amending the Third Amended and Restated Loan and Security Agreement, dated August 10, 2009, by and among DTAG, DriveTime Sales and Finance Company, LLC, an Arizona limited liability company, as successor in interest to DriveTime Sales and Finance Corporation, DriveTime Car Sales Company, LLC, an Arizona limited liability company, as successor in interest to DriveTime Car Sales, Inc. (collectively, the “Borrowers”), Santander Consumer USA Inc., an Illinois corporation, as a lender, and as the agent for the lenders, and Manheim Automotive Financial Services, Inc., a Delaware corporation, as a lender (the “Inventory Agreement”).

The Inventory Amendment amends the definition in the Inventory Agreement of “Termination Date” to extend the date of termination from October 19, 2011 to October 31, 2011.

The foregoing description of the Inventory Agreement and the Inventory Amendment is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Inventory Agreement, which was filed as Exhibit 10.9.1 to the Registration Statement on Form S-4 filed on October 1, 2010 and the Inventory Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

| <u>Exhibit Number</u> | <u>Description</u> |
|-----------------------|---|
| 10.1 | Amendment No. 8, dated October 17, 2011, to the Third Amended and Restated Loan and Security Agreement, dated August 10, 2009, by and among DriveTime Automotive Group, Inc., a Delaware corporation, DriveTime Sales and Finance Company, LLC, an Arizona limited liability company, as successor in interest to DriveTime Sales and Finance Corporation, DriveTime Car Sales Company, LLC, an Arizona limited liability company, as successor in interest to DriveTime Car Sales, Inc., Santander Consumer USA Inc., an Illinois corporation, as a lender, and as the agent for the lenders, and Manheim Automotive Financial Services, Inc., a Delaware corporation, as a lender |



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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 21, 2011

DRIVETIME AUTOMOTIVE GROUP, INC.

By: /s/ Mark G. Sauder
Mark G. Sauder
Chief Financial Officer

Date: October 21, 2011

DT ACCEPTANCE CORPORATION

By: /s/ Mark G. Sauder
Mark G. Sauder
Chief Financial Officer

Date: October 21, 2011

DRIVETIME SALES AND FINANCE COMPANY, LLC

By: /s/ Raymond C. Fidel
Raymond C. Fidel
President, Chief Executive Officer and Manager

Date: October 21, 2011

DRIVETIME CAR SALES COMPANY, LLC

By: /s/ Raymond C. Fidel
Raymond C. Fidel
President and Manager



EXHIBIT INDEX

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Exhibit 10.1

AMENDMENT NO. 8 TO THE THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This AMENDMENT NO. 8 TO THE THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of October 17, 2011, is entered into by and among DriveTime Automotive Group, Inc., a Delaware corporation ("DriveTime"), DriveTime Sales and Finance Company, LLC, an Arizona limited liability company ("DriveTime Sales"), as successor in interest to DriveTime Sales and Finance Corporation, DriveTime Car Sales Company, LLC, an Arizona limited liability company ("Car Sales"), as successor in interest to DriveTime Car Sales, Inc. (each a "Borrower" and collectively, the "Borrowers"), and Santander Consumer USA Inc., an Illinois corporation, as a lender, and as the agent for the Lenders ("SCUSA" or the "Agent"), and Manheim Automotive Financial Services, Inc., a Delaware corporation, as a lender ("MAFS" and, together with the Agent, the "Lenders" and each a "Lender").

WHEREAS, on August 10, 2009, the Borrowers and the Lenders entered into the Third Amended and Restated Loan and Security Agreement, as further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof (the "Loan Agreement"); and

WHEREAS, the Borrowers and the Lenders desire to amend certain terms of the Loan Agreement as set forth herein to further reflect the foregoing in accordance with Section 13.8 thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.
2. Amendments. Subject to the satisfaction of the conditions set forth in Section 5, the Loan Agreement shall be amended as follows:
 - (a) The definition of the term "Termination Date" set forth in Section 1.1 shall be deleted in its entirety and replaced with the following:

Termination Date: October 31, 2011 or such earlier date on which this Agreement shall terminate in accordance with the provisions hereof or by operation of law as the same may be extended pursuant to Section 2.5(a) hereof.
3. Representations and Warranties. Each Borrower represents and warrants to the Lenders that:
 - (a) Each Borrower hereby reaffirms all representations and warranties made by such entity in the Loan Agreement and agrees that all such representations and warranties are deemed to have been remade as of the Effective Date (defined below) and are true and correct in all material respects as of such date, unless and



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to the extent that any such representation and warranty is stated to relate solely to an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date.

- (b) This Amendment (i) has been duly and validly authorized, executed and delivered by each Borrower and (ii) constitutes the legal, valid and binding obligations of each Borrower, and is enforceable against each Borrower in accordance with its terms.
 - (c) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.
4. Survival of Other Provisions. Unless specifically amended herein, all of the other covenants, agreements, representations, warranties, promises or other terms and conditions of the Loan Agreement shall remain in full force and effect without any change whatsoever.
 5. Conditions to Effectiveness. This Amendment shall become effective upon the date on which all of the following conditions are satisfied (the "Effective Date"):
 - (a) execution and delivery of this Amendment by each of the parties hereto; and
 - (b) reaffirmation from the Guarantor that, after giving effect to this Amendment, its obligations and representations and warranties under the Guaranty continue in full force and effect.
 6. Reimbursement. The Borrowers agree to pay or reimburse each Lender for all costs and expenses (including, without limitation, legal fees and disbursements) incurred by each Lender in connection with the preparation, negotiation, execution, delivery and enforcement of this Amendment.
 7. Entire Agreement. This Amendment constitutes the full and entire understanding and agreement of the Borrowers and the Lenders with respect to the subject matter hereof, and there are no further or other agreements or undertakings, written or oral, in effect between the Borrowers and the Lenders relating to the subject matter hereof unless expressly referred to in this Amendment.
 8. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
 9. Execution in Counterparts. This Amendment may be executed in any number of counterparts and in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission or by electronic mail in a ".pdf" file shall be deemed an original signature hereto.

* * * * *



IN WITNESS WHEREOF, the Borrowers and the Lenders have caused this Amendment to be executed and delivered by their duly authorized officers as of the date hereof.

Lenders:

SANTANDER CONSUMER USA INC.

By: /s/ Eldridge A. Burns, Jr. _____
 Name: Eldridge A. Burns, Jr.
 Title: Chief Legal Officer/Secretary

MANHEIM AUTOMOTIVE FINANCIAL SERVICES, INC.

By: /s/ Katherine K. Decker _____
 Name: Katherine K. Decker
 Title: Vice President

Borrowers:

DRIVETIME AUTOMOTIVE GROUP, INC.

By: /s/ Mark G. Sauder _____
 Name: Mark G. Sauder
 Title: Chief Financial Officer

DRIVETIME CAR SALES COMPANY, LLC.

By: /s/ Mark G. Sauder _____
 Name: Mark G. Sauder
 Title: Chief Financial Officer

DRIVETIME SALES AND FINANCE COMPANY, LLC

By: /s/ Mark G. Sauder _____
 Name: Mark G. Sauder
 Title: Chief Financial Officer

[Signature Page to Inventory Agreement Amendment No. 8]



Consent

The Guarantor consents to the foregoing Amendment No. 8 to the Third Amended and Restated Loan and Security Agreement and reaffirms its obligations pursuant to the applicable Loan Documents. The Guarantor further acknowledges and agrees that the term "Credit Agreement" as used in the Guaranty means the Credit Agreement as amended, restated, supplemented or otherwise modified from time to time.

DT ACCEPTANCE CORPORATION

By: /s/ Mark G. Sauder

Name: Mark G. Sauder

Title: Chief Financial Officer