

---

---

**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): December 23, 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
333-169730-02	DT JET LEASING, LLC (An Arizona Limited Liability Company) 4020 East Indian School Road, Phoenix, Arizona 85018 (602) 852-6600	27-1063772
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
333-169730-05	DT CREDIT COMPANY, LLC (An Arizona Limited Liability Company) 4020 East Indian School Road, Phoenix, Arizona 85018 (602) 852-6600	86-0677984
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 to RBS Warehouse, Santander Warehouse, and UBS Warehouse**

On December 28, 2011, DriveTime Automotive Group, Inc. (“DTAG”) and DT Acceptance Corporation (“DTAC”), through DTAC’s wholly-owned subsidiaries, DT Warehouse II, LLC (“DT Warehouse II”), DT Warehouse III, LLC (“DT Warehouse III”), DT Warehouse IV, LLC (“DT Warehouse IV”) and DT Credit Company, LLC (“DTCC”), entered into each of the following amendments (each, an “Amendment”) (i) Amendment No. 3 to the Loan and Servicing Agreement, amending the Loan and Servicing Agreement, dated July 23, 2010, by and among DT Warehouse IV, DTCC, Wells Fargo Bank, National Association (“Wells Fargo”), the Commercial Paper Conduits from time to time party thereto, the Financial Institutions from time to time party thereto, and The Royal Bank of Scotland plc, as Program Agent (the “RBS Loan and Servicing Agreement”), (ii) Amendment No. 4 to the Loan and Servicing Agreement, amending the Loan and Servicing Agreement, dated May 10, 2010, by and among DT Warehouse II, DTCC, Wells Fargo, and Santander Consumer USA Inc., as Lender and Backup Servicer (the “Santander Loan and Servicing Agreement”), and (iii) Amendment No. 6 to the Loan and Servicing Agreement, amending the Loan and Servicing Agreement, dated April 1, 2010, by and among DT Warehouse III, DTCC, Wells Fargo, the Commercial Paper Conduits from time to time party thereto, the Financial Institutions from time to time party thereto, and UBS Real Estate Securities Inc., as Program Agent (the “UBS Loan and Servicing Agreement” and, together with the RBS Loan and Servicing Agreement and the Santander Loan and Servicing Agreement, the “Loan and Servicing Agreements”).

Each Amendment amends the following in each of the Loan and Servicing Agreements:

(i) expands the definition of Charged-Off Contract to include contracts in which any scheduled payment is one hundred and twenty (120) days or more delinquent on the last day of a calendar month instead of contracts in which any scheduled payment is ninety (90) days or more delinquent on the last day of a calendar month; and

(ii) revises the definition of Level Two Trigger Event by increasing the Rolling Average Extension Rate to 5.00%.

Additionally, the Amendment to the Santander Loan and Servicing Agreement revises the definition of Servicer Default to increase the Rolling Average Extension Rate to 5.50%.

The foregoing description of each Amendment and each Loan and Servicing Agreement is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Amendment to the RBS Loan and Servicing Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K, the RBS Loan and Servicing Agreement, which is filed as Exhibit 10.11 to Amendment No. 7 to the Form S-4 Registration Statement filed on April 27, 2011 and is incorporated herein by reference, the Amendment to the Santander Loan and Servicing Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K, the Santander Loan and Servicing Agreement, which is filed as Exhibit 10.13 to Amendment No. 7 to the Form S-4 Registration Statement filed on April 27, 2011 and is incorporated herein by reference, the Amendment to the UBS Loan and Servicing Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and the UBS Loan and Servicing Agreement, which is filed as Exhibit 10.12 to Amendment No. 7 to the Form S-4 Registration Statement filed on April 27, 2011 and is incorporated herein by reference.

### **Deutsche Bank Warehouse**

On December 28, 2011, in connection with the termination of the Prior DB Loan and Servicing Agreement described below in Item 1.02, DTAG and DTAC, through DTAC's wholly-owned subsidiaries, DT Warehouse, LLC ("DT Warehouse") and DTCC, entered into the Loan and Servicing Agreement by and among DT Warehouse, as Borrower, DTCC, as Servicer, Wells Fargo, as Backup Servicer, Paying Agent and Securities Intermediary, the Commercial Paper Conduits from time to time party thereto, the Financial Institutions from time to time party thereto, and Deutsche Bank AG, New York Branch ("Deutsche Bank"), as Program Agent for the Conduit Lenders and the Committed Lenders (the "DB Loan and Servicing Agreement").

The DB Loan and Servicing Agreement is a revolving credit facility that is secured by contracts underlying the receivables DTAC generates when it finances the sale of a vehicle. The DB Loan and Servicing Agreement currently allows for maximum borrowings of \$150.0 million. The DB Loan and Servicing Agreement terminates on December 27, 2012.

The foregoing description of the DB Loan and Servicing Agreement is only a summary, does not purport to be complete and is qualified in its entirety by reference to the DB Loan and Servicing Agreement, which will be filed as an exhibit to DTAG's and DTAC's next Annual Report on Form 10-K and is incorporated herein by reference.

### **Wells Fargo Warehouse**

On December 23, 2011, DTAG and DTAC, through DTAC's wholly-owned subsidiaries, DT Warehouse V, LLC ("DT Warehouse V") and DTCC, entered into the Loan and Security Agreement by and among DT Warehouse V, as Borrower, DTCC, as Servicer, Wells Fargo Bank, N.A., as lender, Wells Fargo Securities, LLC, a Delaware limited liability company, as administrative agent for the Lender and Wells Fargo Bank, N.A., a national banking association, as the collateral custodian and backup servicer (the "Wells Fargo Loan and Security Agreement").

The Wells Fargo Loan and Security Agreement is a revolving credit facility that is secured by contracts underlying the receivables DTAC generates when it finances the sale of a vehicle. The Wells Fargo Loan and Security Agreement currently allows for maximum borrowings of \$150.0 million. The Wells Fargo Loan and Security Agreement terminates on December 22, 2013.

The foregoing description of the Wells Fargo Loan and Security Agreement is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Wells Fargo Loan and Security Agreement, which will be filed as an exhibit to DTAG's and DTAC's next Annual Report on Form 10-K and is incorporated herein by reference.

### **Item 1.02. Termination of a Material Definitive Agreement.**

In connection with entering into the DB Loan and Servicing Agreement, on December 28, 2011, DTAG and DTAC, through DTAC's wholly-owned subsidiaries, DT Warehouse and DTCC, notified Deutsche Bank as Program Agent to the Lenders to that certain Third Amended and Restated Loan and Servicing Agreement, dated July 23, 2010 (the "Prior DB Loan and Servicing Agreement"), by and among DT Warehouse, as Borrower, DTCC, as Servicer, Wells Fargo, as Backup Servicer, Paying Agent and Securities Intermediary, the commercial paper conduits party thereto as Conduit Lenders, the financial institutions party thereto as Committed Lenders, the financial institutions party thereto as Managing Agents, and Deutsche Bank, as Program Agent for the Lenders, that it was terminating the Prior DB Loan and Servicing Agreement effective as of December 28, 2011.

There were no penalties or costs associated with the termination of the Prior DB Loan and Servicing Agreement. Prior to the date of termination of the Prior DB Loan and Servicing Agreement, DT Warehouse was in compliance with all of the covenants, limitations and restrictions of the Prior DB Loan and Servicing Agreement.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 3, dated December 28, 2011, to the Loan and Servicing Agreement, dated July 23, 2010, by and among DT Warehouse IV, LLC as DT Credit Company, LLC, Wells Fargo Bank, National Association, as Backup Servicer, Paying Agent and Securities Intermediary, the commercial paper conduits from time to time party thereto, the financial institutions from time to time party thereto, and The Royal Bank of Scotland plc, as Program Agent for the Conduit Lenders and Committed Lenders
10.2	Amendment No. 4, dated December 28, 2011, to the Loan and Servicing Agreement, dated May 10, 2010, by and among DT Warehouse II, LLC, DT Credit Company, LLC, Santander Consumer USA Inc. and Wells Fargo Bank, National Association
10.3	Amendment No. 6, dated December 28, 2011, to the Loan and Servicing Agreement dated April 1, 2010 by and among DT Warehouse III, LLC, DT Credit Company, LLC, Wells Fargo Bank, National Association, the commercial paper conduits from time to time party thereto, the financial institutions from time to time party thereto, as Committed Lenders, the financial institutions from time to time party thereto, as Managing Agents, and UBS Real Estate Securities Inc.

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: December 30, 2011

**DRIVETIME AUTOMOTIVE GROUP, INC.**

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

Date: December 30, 2011

**DT ACCEPTANCE CORPORATION**

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

Date: December 30, 2011

**DT JET LEASING, LLC**

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

Date: December 30, 2011

**DRIVETIME SALES AND FINANCE COMPANY, LLC**

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

Date: December 30, 2011

**DT CREDIT COMPANY, LLC**

By: /s/ Raymond Fidel  
Raymond Fidel  
*President and Manager*

Date: December 30, 2011

**DRIVETIME CAR SALES COMPANY, LLC**

By: /s/ Raymond Fidel  
Raymond Fidel  
*President and Manager*

## **EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 3, dated December 28, 2011, to the Loan and Servicing Agreement, dated July 23, 2010, by and among DT Warehouse IV, LLC as DT Credit Company, LLC, Wells Fargo Bank, National Association, as Backup Servicer, Paying Agent and Securities Intermediary, the commercial paper conduits from time to time party thereto, the financial institutions from time to time party thereto, and The Royal Bank of Scotland plc, as Program Agent for the Conduit Lenders and Committed Lenders
10.2	Amendment No. 4, dated December 28, 2011, to the Loan and Servicing Agreement, dated May 10, 2010, by and among DT Warehouse II, LLC, DT Credit Company, LLC, Santander Consumer USA Inc. and Wells Fargo Bank, National Association
10.3	Amendment No. 6, dated December 28, 2011, to the Loan and Servicing Agreement dated April 1, 2010 by and among DT Warehouse III, LLC, DT Credit Company, LLC, Wells Fargo Bank, National Association, the commercial paper conduits from time to time party thereto, the financial institutions from time to time party thereto, as Committed Lenders, the financial institutions from time to time party thereto, as Managing Agents, and UBS Real Estate Securities Inc.

AMENDMENT NO. 3 TO  
LOAN AND SERVICING AGREEMENT

This AMENDMENT NO. 3 TO LOAN AND SERVICING AGREEMENT, dated as of December 28, 2011 (this "Amendment"), is executed by and among DT WAREHOUSE IV, LLC, a Delaware limited liability company (together with its successors and assigns, the "Borrower"), DT CREDIT COMPANY, LLC, an Arizona limited liability company, as servicer (in such capacity, the "Servicer"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Backup Servicer, Paying Agent and Securities Intermediary ("Paying Agent"), WINDMILL FUNDING CORPORATION, as Conduit Lender and THE ROYAL BANK OF SCOTLAND PLC, as Program Agent for the Conduit Lenders and the Committed Lenders ("Program Agent") and as sole Managing Agent and sole Committed Lender. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed thereto in the "Loan and Servicing Agreement" (defined below).

WITNESSETH:

WHEREAS, the Borrower, the Servicer, the Program Agent, the Paying Agent, the Commercial Paper Conduits from time to time party thereto, and the Financial Institutions from time to time party thereto entered into that certain Loan and Servicing Agreement dated as of July 23, 2010 as amended by Amendment No. 1 dated as of May 13, 2011 and Amendment No. 2 dated as of September 19, 2011 (the "Loan and Servicing Agreement");

WHEREAS, as provided herein, the parties hereto have agreed to amend certain provisions of the Loan and Servicing Agreement as described below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment to the Loan and Servicing Agreement. Effective as of the date hereof, and subject to the satisfaction of the conditions precedent and subsequent set forth in Section 2 hereof, the Loan and Servicing Agreement is hereby amended as follows:

SECTION 2. Amendment to the Loan and Servicing Agreement. Effective as of the date hereof, and subject to the satisfaction of the conditions precedent and subsequent set forth in Section 2 hereof, the Loan and Servicing Agreement is hereby amended as follows:

2.1 The definition of "Charged-Off Contract", set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended and restated as follows:

"Charged-Off Contract" means a Contract with respect to which any of the following shall have occurred: (i) all, or any part in excess of 10%, of any Scheduled Payment is one hundred and twenty (120) days or more delinquent on the last day of a calendar month; (ii) the related Financed Vehicle has been surrendered or repossessed and the redemption period granted the Contract Debtor or required by applicable law has expired, or is to be repossessed but is unable to be located or is otherwise subject to being repossessed; (iii) which has been settled for less than the Principal Balance; (iv) which has been liquidated by the Servicer through the sale of

the Financed Vehicle; (v) for which proceeds have been received which in the Servicer's reasonable judgment, constitute the final amounts recoverable in respect of such Contract; or (vi) which has been charged-off (or should have been charged-off) in accordance with the Credit and Collection Policy.

2.2 The definition of "Level Two Trigger Event" set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended by deleting clause (k) thereof and substituting, in lieu thereof, respectively, the following:

(k) the Rolling Average Extension Rate (Managed Portfolio Contracts) or the Rolling Average Extension Rate (Pledged Contracts) shall exceed 5.00%

SECTION 3. Consent to Amendment. Pursuant to Section 5.03(l) of the Loan and Servicing Agreement and Section 7.1 of the Purchase Agreement, Program Agent hereby consents to the amendments of the Purchase Agreement set forth in the Amended and Restated Purchase Agreement, dated as of the date hereof.

SECTION 4. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by the Program Agent of counterparts of this Amendment executed by each of the parties hereto.

SECTION 5. Representations, Warranties and Confirmations. Each of the Servicer and the Borrower hereby represents and warrants that:

5.1 It has the power and is duly authorized to execute and deliver this Amendment.

5.2 The execution and delivery of this Amendment has been duly authorized by all corporate or limited liability company action necessary on its part.

5.3 This Amendment and the Loan and Servicing Agreement as amended hereby, constitute legal, valid and binding obligations of such parties and are enforceable against such parties in accordance with their terms.

5.4 Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of each such party, respectively, set forth in the Loan and Servicing Agreement and as amended hereby, are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

5.5 Immediately prior, and after giving all effect, to this Amendment, no event, condition or circumstance has occurred and is continuing which constitutes an Event of Termination or Incipient Event of Termination.

SECTION 6. Entire Agreement. The parties hereto hereby agree that this Amendment constitutes the entire agreement concerning the subject matter hereof and supersedes any and all written and/or oral prior agreements, negotiations, correspondence, understandings and communications.

SECTION 7. Effectiveness of Amendment. Except as expressly amended by the terms of this Amendment, all terms and conditions of the Loan and Servicing Agreement shall remain in full force and effect and are hereby ratified and confirmed. This Amendment is effective only for the specific purpose for which it is given and shall not operate as a consent, waiver, amendment or other modification of any other term or condition set forth in the Loan and Servicing Agreement or any right, power or remedy of any Program Agent under the Loan and Servicing Agreement. Upon the effectiveness of this Amendment, each reference in the Loan and Servicing Agreement to “this Agreement” or “this Loan and Servicing Agreement” or words of like import shall mean and be references to the Loan and Servicing Agreement as amended hereby, and each reference in any other Facility Document to the Loan and Servicing Agreement or to any terms defined in the Loan and Servicing Agreement which are modified hereby shall mean and be references to the Loan and Servicing Agreement or to such terms as modified hereby.

**SECTION 8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 9. Severability. In case any provision in this Amendment will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SECTION 10. Binding Effect. This Amendment shall be binding upon and shall be enforceable by parties hereto and their respective successors and permitted assigns.

SECTION 11. Headings. The Section headings herein are for convenience only and will not affect the construction hereof.

SECTION 12. Novation. This Amendment does not constitute a novation or termination of the Loan and Servicing Agreement or any Facility Document and all obligations thereunder are in all respects continuing with only the terms thereof being modified as provided herein.

SECTION 13. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the date first above written.

DT WAREHOUSE IV, LLC

By: /s/ Mark Sauder

Name: Mark Sauder

Title: President

DT CREDIT COMPANY, LLC

By: /s/ Jon Ehlinger

Name: Jon Ehlinger

Title: Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

as Backup Servicer, Paying Agent and Securities  
Intermediary

By: /s/ Jeanine C. Casey

Name: Jeanine C. Casey

Title: Vice President

WINDMILL FUNDING CORPORATION  
as Conduit Lender

By: /s/ Jill A. Russo

Name: Jill A. Russo

Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC  
as Program Agent, sole Managing Agent and sole  
Committed Lender

By: RBS Securities Inc., as agent

By: /s/ Michael Zappaterrini

Name: Michael Zappaterrini

Title: Managing Director

AMENDMENT NO. 4 TO  
LOAN AND SERVICING AGREEMENT

This AMENDMENT NO. 4 TO LOAN AND SERVICING AGREEMENT, dated as of December 28, 2011 (this "Amendment"), is executed by and among DT WAREHOUSE II, LLC, a Delaware limited liability company, as Borrower, DT CREDIT COMPANY, LLC, an Arizona limited liability company, as Servicer, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Paying Agent and Securities Intermediary, and SANTANDER CONSUMER USA INC., as Lender and Backup Servicer. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed thereto in the "Loan and Servicing Agreement" (defined below).

WITNESSETH:

WHEREAS, the Borrower, the Servicer, the Lender, the Backup Servicer, the Securities Intermediary and the Paying Agent entered into that certain Loan and Servicing Agreement dated as of May 10, 2010, as amended by that certain Amendment No. 1, dated June 15, 2010, that certain Amendment No. 2, dated July 23, 2010, and that certain Amendment No. 3, dated September 26, 2011 (collectively, as amended "Loan and Servicing Agreement"); and

WHEREAS, as provided herein, the parties hereto have agreed to amend certain provisions of the Loan and Servicing Agreement as described below.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment to the Loan and Servicing Agreement. Effective as of the date hereof, and subject to the satisfaction of the conditions precedent and subsequent set forth in Section 2 hereof, the Loan and Servicing Agreement is hereby amended as follows:

1.1 The definition of "Charged-Off Contract" set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended and restated as follows:

"Charged-Off Contract" means a Contract with respect to which any of the following shall have occurred: (i) all, or any part in excess of 10%, of any Scheduled Payment is one hundred and twenty (120) or more delinquent on the last day of a calendar month; (ii) the related Financed Vehicle has been surrendered or repossessed and the redemption period granted the Contract Debtor or required by applicable law has expired, or is to be repossessed but is unable to be located or is otherwise subject to being repossessed; (iii) which has been settled for less than the Principal Balance; (iv) which has been liquidated by the Servicer through the sale of the Financed Vehicle; (v) for which proceeds have been received which in the Servicer's reasonable judgment, constitute the final amounts recoverable in respect of such Contract; or (vi) which has been charged-off (or should have been charged-off) in accordance with the Credit and Collection Policy.

1.2 The definition of “Level Two Trigger Event” set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended by deleting clause (g) thereof and substituting, in lieu thereof, respectively, the following:

(g) the Rolling Average Extension Rate shall exceed 5.00%.

1.3 The definition of “Servicer Default” set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended by deleting clause (h) thereof and substituting, in lieu thereof, respectively, the following:

(h) the Rolling Average Extension Rate shall exceed 5.50%.

1.4 Section 1.01 of the Loan and Servicing Agreement is hereby amended by adding the following definition of “Wells Fargo Warehouse Facility” to Section 1.01:

“Wells Fargo Warehouse Facility” means that certain Loan and Security Agreement dated as of December 23, 2011, among DT Warehouse V, LLC, as borrower, DTCC, as servicer, Wells Fargo Bank, National Association, a national banking association, as Lender, Backup Servicer, Paying Agent and Securities Intermediary, and Wells Fargo Securities, LLC, as Administrative Agent, as amended, modified, waived, restated, replaced or supplemented from time to time.

SECTION 2. Consent to Amendment. Pursuant to Section 5.03(l) of the Loan and Servicing Agreement and Section 7.1 of the Purchase Agreement, Lender hereby consents to the amendments of the Purchase Agreement set forth in the Amended and Restated Purchase Agreement, dated as of the date hereof.

SECTION 3. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by the Lender of counterparts of this Amendment executed by each of the parties hereto.

SECTION 4. Representations, Warranties and Confirmations. Each of the Servicer and the Borrower hereby represents and warrants that:

4.1 It has the power and is duly authorized to execute and deliver this Amendment.

4.2 The execution and delivery of this Amendment has been duly authorized by all corporate or limited liability company action necessary on its part.

4.3 This Amendment and the Loan and Servicing Agreement as amended hereby, constitute legal, valid and binding obligations of such parties and are enforceable against such parties in accordance with their terms.

4.4 Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of each such party, respectively, set forth in the Loan and Servicing Agreement and as amended hereby, are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

4.5 Immediately prior, and after giving all effect, to this Amendment, no event, condition or circumstance has occurred and is continuing which constitutes an Event of Termination or Incipient Event of Termination.

SECTION 5. Entire Agreement. The parties hereto hereby agree that this Amendment constitutes the entire agreement concerning the subject matter hereof and supersedes any and all written and/or oral prior agreements, negotiations, correspondence, understandings and communications.

SECTION 6. Effectiveness of Amendment. Except as expressly amended by the terms of this Amendment, all terms and conditions of the Loan and Servicing Agreement shall remain in full force and effect and are hereby ratified and confirmed. This Amendment is effective only for the specific purpose for which it is given and shall not operate as a consent, waiver, amendment or other modification of any other term or condition set forth in the Loan and Servicing Agreement or any right, power or remedy of any Lender under the Loan and Servicing Agreement. Upon the effectiveness of this Amendment, each reference in the Loan and Servicing Agreement to “this Agreement” or “this Loan and Servicing Agreement” or words of like import shall mean and be references to the Loan and Servicing Agreement as amended hereby, and each reference in any other Facility Document to the Loan and Servicing Agreement or to any terms defined in the Loan and Servicing Agreement which are modified hereby shall mean and be references to the Loan and Servicing Agreement or to such terms as modified hereby.

**SECTION 7. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 8. Severability. In case any provision in this Amendment will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SECTION 9. Binding Effect. This Amendment shall be binding upon and shall be enforceable by parties hereto and their respective successors and permitted assigns.

SECTION 10. Headings. The Section headings herein are for convenience only and will not affect the construction hereof.

SECTION 11. Novation. This Amendment does not constitute a novation or termination of the Loan and Servicing Agreement or any Facility Document and all obligations thereunder are in all respects continuing with only the terms thereof being modified as provided herein.

SECTION 12. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the date first above written.

DT WAREHOUSE II, LLC

By: /s/ Mark Sauder

Name: Mark Sauder

Title: President

DT CREDIT COMPANY, LLC

By: /s/ Jon Ehlinger

Name: Jon Ehlinger

Title: Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

as Paying Agent and Securities Intermediary

By: /s/ Jeanine C. Casey

Name: Jeanine C. Casey

Title: Vice President

SANTANDER CONSUMER USA INC.  
as Lender and Backup Servicer

By: /s/ Jason Kulas

Name: Jason Kulas

Title: Chief Financial Officer

AMENDMENT NO. 6 TO  
LOAN AND SERVICING AGREEMENT

This AMENDMENT NO. 6 TO LOAN AND SERVICING AGREEMENT, dated as of December 28, 2011 (this "Amendment"), is executed by and among DT WAREHOUSE III, LLC, a Delaware limited liability company (together with its successors and assigns, the "Borrower"), DT CREDIT COMPANY, LLC, an Arizona limited liability company, as servicer (in such capacity, the "Servicer"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Backup Servicer, Paying Agent and Securities Intermediary ("Paying Agent"), and UBS REAL ESTATE SECURITIES INC., as Program Agent for the Conduit Lenders and the Committed Lenders ("Program Agent") and as sole Managing Agent and sole Commitment Lender. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed thereto in the "Loan and Servicing Agreement" (defined below).

## WITNESSETH:

WHEREAS, the Borrower, the Servicer, the Program Agent, the Paying Agent, the Commercial Paper Conduits from time to time party thereto, and the Financial Institutions from time to time party thereto entered into that certain Loan and Servicing Agreement dated as of April 1, 2010, as amended by Amendment No. 1 dated as of July 28, 2010, by Amendment No. 2 dated as of March 31, 2011, by Amendment No. 3 dated as of April 10, 2011, by Amendment No. 4 dated as of April 15, 2011 and by Amendment No. 5 dated as of September 16, 2011 (the "Loan and Servicing Agreement");

WHEREAS, as provided herein, the parties hereto have agreed to amend certain provisions of the Loan and Servicing Agreement as described below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment to the Loan and Servicing Agreement. Effective as of the date hereof, and subject to the satisfaction of the conditions precedent and subsequent set forth in Section 2 hereof, the Loan and Servicing Agreement is hereby amended as follows:

SECTION 2. Amendment to the Loan and Servicing Agreement. Effective as of the date hereof, and subject to the satisfaction of the conditions precedent and subsequent set forth in Section 2 hereof, the Loan and Servicing Agreement is hereby amended as follows:

2.1 The definition of "Charged-Off Contract", set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended and restated as follows:

"Charged-Off Contract" means a Contract with respect to which any of the following shall have occurred: (i) all, or any part in excess of 10%, of any Scheduled Payment is one hundred and twenty (120) days or more delinquent on the last day of a calendar month; (ii) the related Financed Vehicle has been surrendered or repossessed and the redemption period granted the Contract Debtor or required by applicable law has expired, or is to be repossessed but is unable to be located or is otherwise subject to being repossessed; (iii) which has been settled for

less than the Principal Balance; (iv) which has been liquidated by the Servicer through the sale of the Financed Vehicle; (v) for which proceeds have been received which in the Servicer's reasonable judgment, constitute the final amounts recoverable in respect of such Contract; or (vi) which has been charged-off (or should have been charged-off) in accordance with the Credit and Collection Policy.

2.2 The definition of "Level Two Trigger Event" set forth in Section 1.01 of the Loan and Servicing Agreement is hereby amended by deleting clause (k) thereof and substituting, in lieu thereof, respectively, the following:

(k) the Rolling Average Extension Rate (Managed Portfolio Contracts) or the Rolling Average Extension Rate (Pledged Contracts) shall exceed 5.00%

SECTION 3. Consent to Amendment. Pursuant to Section 5.03(1) of the Loan and Servicing Agreement and Section 7.1 of the Purchase Agreement, Program Agent hereby consents to the amendments of the Purchase Agreement set forth in the Amended and Restated Purchase Agreement, dated as of the date hereof.

SECTION 4. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by the Program Agent of counterparts of this Amendment executed by each of the parties hereto.

SECTION 5. Representations, Warranties and Confirmations. Each of the Servicer and the Borrower hereby represents and warrants that:

5.1 It has the power and is duly authorized to execute and deliver this Amendment.

5.2 The execution and delivery of this Amendment has been duly authorized by all corporate or limited liability company action necessary on its part.

5.3 This Amendment and the Loan and Servicing Agreement as amended hereby, constitute legal, valid and binding obligations of such parties and are enforceable against such parties in accordance with their terms.

5.4 Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of each such party, respectively, set forth in the Loan and Servicing Agreement and as amended hereby, are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

5.5 Immediately prior, and after giving all effect, to this Amendment, no event, condition or circumstance has occurred and is continuing which constitutes an Event of Termination or Incipient Event of Termination.

SECTION 6. Entire Agreement. The parties hereto hereby agree that this Amendment constitutes the entire agreement concerning the subject matter hereof and supersedes any and all written and/or oral prior agreements, negotiations, correspondence, understandings and communications.

SECTION 7. Effectiveness of Amendment. Except as expressly amended by the terms of this Amendment, all terms and conditions of the Loan and Servicing Agreement shall remain in full force and effect and are hereby ratified and confirmed. This Amendment is effective only for the specific purpose for which it is given and shall not operate as a consent, waiver, amendment or other modification of any other term or condition set forth in the Loan and Servicing Agreement or any right, power or remedy of any Program Agent under the Loan and Servicing Agreement. Upon the effectiveness of this Amendment, each reference in the Loan and Servicing Agreement to “this Agreement” or “this Loan and Servicing Agreement” or words of like import shall mean and be references to the Loan and Servicing Agreement as amended hereby, and each reference in any other Facility Document to the Loan and Servicing Agreement or to any terms defined in the Loan and Servicing Agreement which are modified hereby shall mean and be references to the Loan and Servicing Agreement or to such terms as modified hereby.

**SECTION 8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 9. Severability. In case any provision in this Amendment will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SECTION 10. Binding Effect. This Amendment shall be binding upon and shall be enforceable by parties hereto and their respective successors and permitted assigns.

SECTION 11. Headings. The Section headings herein are for convenience only and will not affect the construction hereof.

SECTION 12. Novation. This Amendment does not constitute a novation or termination of the Loan and Servicing Agreement or any Facility Document and all obligations thereunder are in all respects continuing with only the terms thereof being modified as provided herein.

SECTION 13. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the date first above written.

DT WAREHOUSE III, LLC

By: /s/ Mark Sauder

Name: Mark Sauder

Title: President

DT CREDIT COMPANY, LLC

By: /s/ Jon Ehlinger

Name: Jon Ehlinger

Title: Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Backup Servicer, Paying Agent and Securities  
Intermediary

By: /s/ Jeanine C. Casey

Name: Jeanine C. Casey

Title: Vice President

UBS REAL ESTATE SECURITIES INC.  
as Program Agent, sole Managing Agent and sole  
Committed Lender

By: /s/ James Murphy

Name: James Murphy

Title: Executive Director

By: /s/ Grace Kim

Name: Grace Kim

Title: Associate Director