

WHEN RECORDED, RETURN TO:

Steven P. Johnson, Esq.
DriveTime Car Sales Company, LLC
4020 East Indian School Road
Phoenix, Arizona 85018

MEMORANDUM OF LEASE

Landlord:

**Lawrence Serio
4106 Heatherhedge Lane
Hoover, Alabama 35226**

**Anthony Serio
5741 Mallard Lake Drive
Hoover, Alabama 35244**

Tenant:

**DriveTime Car Sales Company, LLC
Attn: Real Estate Department
4020 East Indian School Road
Phoenix, Arizona 85018**

Property:

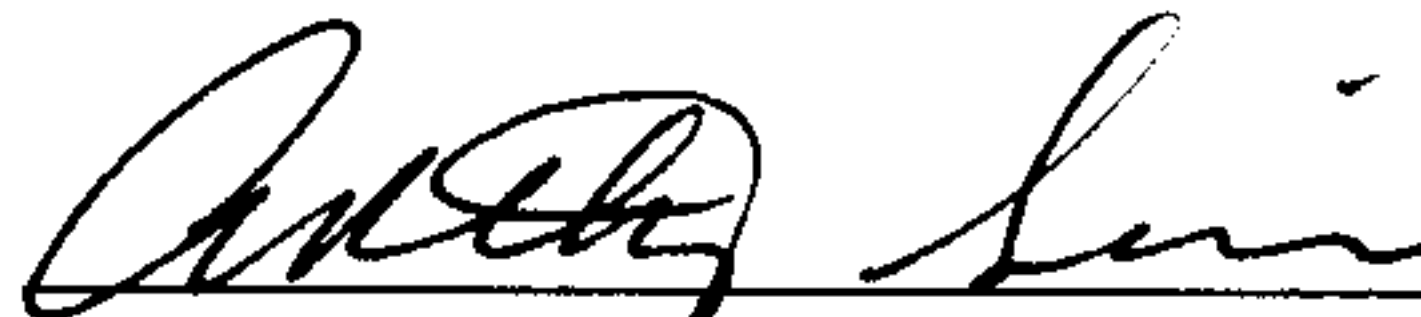
**2205-A Highway 31 South
Pelham, Alabama
Described in Exhibit A**

This Memorandum of Lease is recorded in the Shelby County Public Records to give notice of that certain Lease Agreement dated July 1, 2010 (the "Lease"), made by and between Landlord and Tenant. The Tenant has accepted the Lease as of August 13, 2010. The term of the Lease commences September 1, 2010 and expires November 30, 2015, subject to early termination or extension under the terms stated in the Lease. The Lease grants to Tenant a first refusal right to purchase the Property under the terms stated in the Lease. This Memorandum of Lease does not alter or amend the Lease and is subject to all terms of the Lease.

Landlord:



Lawrence Serio, individually



Anthony Serio, individually

Tenant:

**DriveTime Car Sales Company, LLC
an Arizona limited liability company**

By: 

Name: **Jon D. Ehlinger**

Title: **Manager**

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence Serio, whose name is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 16th day of August, 2010.

My Commission Expires: 11/23/2011

[Signature]
NOTARY PUBLIC

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony Serio, whose name is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 16th day of August, 2010.

My Commission Expires: 11/23/2011

[Signature]
NOTARY PUBLIC

STATE OF ARIZONA)
COUNTY OF MARICOPA)

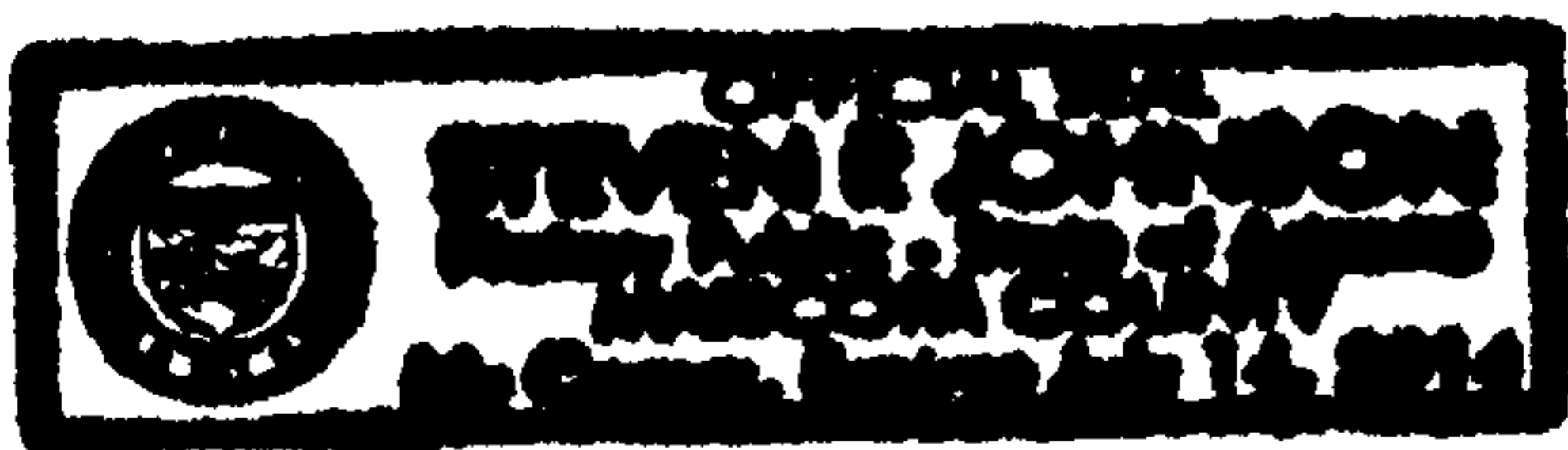
State of Alabama
Deed Tax : \$455.50

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jon D. Ehling as Manager of DriveTime Car Sales Company, LLC, an Arizona limited liability company, signed the foregoing Memorandum of Lease and is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as said officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 16th day of August, 2010.

My Commission Expires: July 14, 2014

[Signature]
NOTARY PUBLIC





20100928000318400 3/3 \$473.50
Shelby Cnty Judge of Probate, AL
09/28/2010 09:39:26 AM FILED/CERT

EXHIBIT A

Description of Property

2205-A Highway 31 South, Pelham, Alabama

Description of Landlord Property – See Attached

Parcel of land located in the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31; thence in an Easterly direction a distance of 452.73 feet; thence 86 degrees, 31 minutes, 40 seconds right, in a Southerly direction, a distance of 1321.78 feet; thence 47 degrees, 06 minutes right, in a Southwesterly direction, a distance of 250.20 feet, said point being the approximate center line of an existing road; thence 100 degrees, 04 minutes, 45 seconds left, in a Southeasterly direction along said approximate center line, a distance of 80.05 feet to the point of beginning; thence continue along last described course, a distance of 300.36 feet to the beginning of a curve to the right, having a radius of 965.17 feet; thence 1 degree, 41 minutes, 30 seconds right, to chord of said curve, in a Southeasterly direction along said approximate center line of said existing road, a chord distance of 56.99 feet; thence 123 degrees, 34 minutes, 03 seconds right from said chord, in a Southwesterly direction, a distance of 583.82 feet to a point on the Easterly right of way line of U.S. Highway 31 South, said point being on a curve having a radius of 2010.08; thence 97 degrees, 33 minutes, 22 seconds right to chord of said curve to the left, in a Northwesterly direction along said right of way, a chord distance of 311.77 feet; thence 85 degrees, 12 minutes, 35 seconds right from said chord, in a Northeasterly direction, a distance of 338.31 feet to the point of beginning. Said parcel being situated in Shelby County, Alabama.