

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 1st day of February, 2021 (the "Lease Date"), by and between FRONT LINE 7, LLC, a Florida limited liability company ("Landlord") whose address is 4225 W. Pensacola St., Tallahassee, FL 32304 and DRIVETIME CAR SALES COMPANY, LLC, an Arizona limited liability company ("Tenant") whose address is 1720 W. Rio Salado Parkway, Tempe, Arizona 85281.

WITNESSETH:

ARTICLE 1 BASIC PROVISIONS

This Article contains the basic lease provisions between Landlord and Tenant.

1.1 Property: That certain commercial real property located at 1007 E. Oglethorpe Blvd., Albany, GA 31705 consisting of approximately 3.39 acres of land and approximately 13,428 square feet of buildings (the "Building") as depicted on Exhibit A attached hereto and incorporated herein, together with all existing rights, easements, buildings, improvements, landscaping, sign structures and all mechanical, plumbing, electrical and other fixtures and equipment now located on or affixed to the real estate (collectively, the "Property").

1.2 Initial Term: Sixty (60) months.

1.3 Extension Options: Four (4) options of Five (5) years each.

1.4 Base Rent: Base Rent shall be paid pursuant to the following schedule and as further described in Article 4:

<u>Period</u>	<u>Monthly Base Rent</u>
Commencement Date-Base Rent Start Date	\$0
Base Rent Start Date – Month 60	\$4,000.00
Month 61-Month 120	\$4,400.00
Month 121-Month 180	\$4,840.00
Month 181-Month 240	\$5,566.00
Month 241-Month 300	\$6,400.90

1.5 Notice Addresses:

Landlord:
Front Line 7, LLC
Attn: Ehab Beshay
4225 W. Pensacola St.,
Tallahassee, FL 32304
Phone: (850) 567-3211
Email: ehabpob@hotmail.com

Tenant:
DriveTime Car Sales Company, LLC
Attn: Real Estate Department
1720 W. Rio Salado Parkway
Tempe, Arizona 85281
Phone: 602 852-6600
Email: DL-RealEstate@DriveTime.com

1.6 **Exhibits:** This Lease includes and incorporates by this reference:

<u>Exhibit A:</u>	Description of Property
<u>Exhibit B:</u>	Acceptance Memorandum
<u>Exhibit C:</u>	Memorandum of Lease
<u>Exhibit D:</u>	Landlord Waiver
<u>Exhibit E:</u>	Subordination, Non-Disturbance and Attornment Agreement

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease. The terms of this Article and other Articles, shall have the meanings specified therefor when used as capitalized terms in other provisions of this Lease or related documentation (except as expressly provided to the contrary therein).

ARTICLE 2 GRANT, CONTINGENCIES, CCRS AND USE

2.1 **Grant.** Under the terms and conditions stated in this Lease, Landlord does hereby lease and demise to Tenant and Tenant does hereby lease and hire from Landlord, the Property, together with all licenses, rights, privileges and easements appurtenant to the Property. Landlord hereby represents, warrants and covenants to Tenant that Landlord has and shall maintain a valid and enforceable fee title interest in the Property and that Landlord is authorized to grant to Tenant, and that Landlord shall preserve in Tenant, a valid and enforceable leasehold interest in the Property under the terms of this Lease without reservation or approval by any other person or entity. Prior to the Commencement Date (as defined herein), Landlord shall remove from the Property any personal property of Landlord or others not included in the Property. Any personal property of Landlord on the Property that is not removed prior to the Commencement Date shall automatically become the personal property of Tenant on the Commencement Date and may be used, disposed of or discarded by Tenant, at Landlord's expense, as Tenant's exclusive property.

2.2 **Inspection and Governmental Approval Contingencies.** This Lease shall be subject to Tenant's review and approval, in Tenant's sole discretion, of the Property and such other matters as may be relevant to Tenant (the "Inspection"). Landlord shall deliver or make available to Tenant all information regarding the Property in Landlord's possession reasonably requested by Tenant and Landlord shall cooperate with Tenant's Inspection. Tenant may perform a Phase I environmental assessment of the Property, a physical condition assessment of the Property, and other assessments and investigations of the condition of the Property. This Lease shall also be subject to Tenant obtaining any zoning changes or variances, use permits, sign permits, development permits, construction permits, licenses and other governmental approvals that may be required for Tenant's development and use of the Property (collectively, the "Government Approvals"), all under terms acceptable to Tenant in Tenant's sole discretion. Landlord shall cooperate with Tenant's applications for Government Approvals. Landlord shall also review and approve Tenant's plans for alterations and improvements to the Property (the "Landlord Plan Approval"), which approval shall not be unreasonably withheld, conditioned or delayed. From the Lease Date until 11:59 p.m. Arizona time on the date that is 60 days after the Lease Date (the "Approval Period"), Tenant may perform the Inspection and pursue the Government Approvals and the Landlord Plan Approval. Notwithstanding anything to the contrary herein, until the expiration of the Approval Period, Tenant shall have the absolute right, in its sole discretion, to terminate this Lease due to the results of the Inspection, its inability to obtain the Government Approvals or the Landlord Plan Approval, or for any other reason whatsoever. If Tenant elects to proceed with this Lease, Tenant shall deliver written notice thereof to Landlord (the "Continuation Notice"), and if Tenant elects to terminate this Lease, Tenant shall deliver written notice of such election to Landlord (the "Rejection Notice"). If Tenant either provides the Rejection Notice or fails to provide the Continuation Notice prior to the expiration of the Approval Period (either of which shall be deemed Tenant's election to cancel this Agreement), then this Lease shall terminate

and the parties shall have no further obligations hereunder. If Tenant sends a Continuation Notice to Landlord on or before the expiration of the Approval Period, then this Lease shall continue in accordance with its terms. Tenant's delivery of a Continuation Notice is not a waiver of Landlord's obligations in connection with the Property as provided in this Lease. Within five (5) business days after Tenant delivers the Continuation Notice, Landlord shall deliver the Property to Tenant in the condition required under this Lease. The term "Commencement Date" shall mean the date on which Landlord delivers the Property to Tenant in the condition required under this Lease. On the Commencement Date, Landlord and Tenant shall sign an Acceptance Memorandum in the form of Exhibit B attached hereto (the "Acceptance Memorandum") and a Memorandum of Lease in the form of Exhibit C attached hereto (the "Memo of Lease"). Tenant may record the Memo at any time after the Commencement Date.

2.3 Covenants, Conditions, and Restrictions. If the Property is subject to recorded or unrecorded covenants, conditions, restrictions, leases, or easements (collectively, the "CCR Docs"), Landlord shall provide a copy of the CCR Docs to Tenant not later than five (5) business days after the Lease Date. In the event that Landlord fails to provide Tenant with a copy of any such CCR Docs, Tenant may terminate this Lease upon written notice to Landlord, and Landlord shall indemnify, defend, and hold harmless Tenant for, from, and against any damages arising out of Landlord's failure to do so. In addition, Landlord shall not, without the prior written consent of Tenant, consent to any modification of or amendment to the CCR Docs that adversely affects Tenant's use or occupancy of the Property or Tenant's obligations under this Lease. If any consents or approvals are necessary or required under the CCR Docs for any work related to the Property or for Tenant's use of the Property for the Permitted Use (as hereinafter defined) (collectively, the "CCR Docs Approvals"), Landlord shall obtain the CCR Docs Approvals within thirty (30) days after the Lease Date (the "CCR Docs Approval Period") and Landlord shall indemnify, defend, and hold harmless Tenant from Landlord's failure to do so. If Landlord is unable to obtain all CCR Docs Approvals prior to expiration of the CCR Docs Approval Period, Landlord shall so notify Tenant prior to the expiration of the CCR Docs Approval Period, in which event Tenant may terminate this Lease by sending written notice of termination to Landlord within ten (10) business days after Tenant's receipt of Landlord's notice. If this Lease is so terminated, the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease); provided, however, that if Landlord obtains the CCR Docs Approvals (and so notifies Tenant) within the foregoing ten (10) business day notice period, Tenant's notice of termination is void. Landlord's failure to notify Tenant prior to expiration of the CCR Docs Approval Period of Landlord's inability to obtain the CCR Docs Approvals constitutes Landlord's representation that the CCR Docs Approvals have been obtained.

2.4 Use. Tenant may use the Property for any commercial purpose consistent with Tenant's business model, including but not limited to, new or used automobile retail sales, service, storage and financing and such other ancillary uses permitted by the zoning of the Property (the "Permitted Use"). Tenant may also use the Property or any portion thereof for any other use permitted by applicable zoning Laws with the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned, or delayed. Tenant may install, maintain, relocate and remove signs and advertising structures and materials as Tenant may desire from time to time, provided such signs and advertising structures and materials are permitted by applicable Laws (as hereinafter defined). As used hereunder the term "Laws" shall mean any laws, statutes, codes, ordinances, or governmental rules, regulations or requirements, or judicial or administrative rules, orders or decrees.

ARTICLE 3 TERM, EXTENSION OPTIONS AND SURRENDER

3.1 Term. Though this Lease is effective as of the Lease Date, the term of this Lease and Tenant's right to occupy and use the Property (the "Term") shall commence on the Commencement Date and expire on the last day of the sixty (60) full calendar month following the Commencement Date (the "Expiration Date"), subject to extension upon exercise of the Extension Options (as hereinafter defined)

granted in Section 3.3. The period from the Commencement Date through the Expiration Date prior to any extension may be referred to herein as the "Initial Term" of this Lease. The Commencement Date and Expiration Date shall be stated in the Acceptance Memorandum and, when signed by the parties, the Acceptance Memorandum shall be attached to and incorporated in this Lease.

3.2 Surrender. On the Expiration Date or earlier termination of this Lease, Tenant shall surrender the Property to Landlord in good order, condition and repair, except for ordinary wear and tear; provided, however, Tenant may remove from the Property its furniture, fixtures, equipment, signs and all other items of Tenant's movable personal property then located on the Property.

3.3 Extension Options. Landlord hereby grants to Tenant the option to extend the Term and Expiration Date (each an "Extension Option"), for four (4) additional period(s) of five (5) years (each an "Extension Term") the first of which shall commence as of the day after the last day of the Initial Term. To exercise an Extension Option, Tenant shall deliver written notice to Landlord ninety (90) or more days prior to the then current Expiration Date (the "Renewal Notice"). Each Extension Term shall be based upon all of the terms and conditions contained in this Lease except that the amount of Base Rent payable hereunder shall be adjusted as provided in the Base Rent Schedule. On any expiration or termination of this Lease, all unexercised Extension Options shall automatically expire and terminate and may not be exercised thereafter.

3.4 Early Termination Option. Landlord hereby grants to Tenant the option to terminate this Lease (the "Early Termination Option") effective on or any time after the second anniversary of the Commencement Date (the "Early Termination Date"). The Early Termination Option may be exercised by Tenant's delivery of written notice to Landlord sixty (60) or more days prior to the Early Termination Date. On the Early Termination Date, Tenant shall pay to Landlord a termination fee of two (2) month's Base Rent as additional consideration for the termination of this Lease prior to the Expiration Date ("Termination Fee"). The Termination Fee is in addition to all Rent accrued and payable through the effective date of the termination. The Early Termination Option shall terminate automatically on any termination of this Lease.

ARTICLE 4 RENT

4.1 Base Rent. Commencing on the Commencement Date and continuing for the Term, Tenant agrees to pay to Landlord, at Landlord's Address, Base Rent in the amounts set forth in the Section 1.4 above, in advance, on the first day of each calendar month. Base Rent shall be prorated for any period of time during the Term that is less than a full calendar month.

4.2 Additional Rent. In addition to Base Rent, Tenant shall pay when due all amounts required to be paid by Tenant pursuant to Sections 4, 5, 6 and 7 of this Lease, so that Landlord receives Base Rent net of real property taxes, sales tax or rental tax, utilities service charges, insurance premiums, and other costs and expenses incurred by Tenant during the Term in connection with the occupancy, use and operation of the Property (the "Additional Rent"); provided, however, in no event shall Additional Rent include Landlord's management fees, Landlord's insurance for the Property, or fees related to Landlord's Repairs (as hereinafter defined). Additional Rent shall begin accruing on the Commencement Date. Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent".

4.3 Late Charge. Tenant's failure to pay Base Rent when due under this Lease may cause Landlord to incur unanticipated costs. Therefore, if Landlord does not receive Base Rent on or before the day it becomes due hereunder, Landlord shall provide written notice to Tenant alerting Tenant to the same, and if Tenant fails to remit the same within five (5) business days after its receipt of such notice, then Tenant shall pay Landlord a late charge, which shall constitute liquidated damages, equal to Two Hundred Fifty and No/100 Dollars (\$250.00) (the "Late Charge").

4.4 **Rent Abatement.** Base Rent, but not Additional Rent, shall be abated and not payable for the first thirty (30) days following the Commencement Date (the "Rent Abatement Period"). The date that Base Rent is first payable after expiration of the period of Rent Abatement Period shall be the "Base Rent Start Date" and shall be stated in the Acceptance Memorandum.

ARTICLE 5 TAXES AND UTILITIES

5.1 Taxes.

5.1.1 "Taxes" shall mean all *ad valorem* taxes assessed, or imposed by any governmental authority upon the Property during the Term, but excluding any taxes assessed on any adjacent property not included in the Property leased to Tenant and excluding any taxes assessed in connection with Landlord's income from or transfer of any interest in the Property. If any Taxes are not assessed on the Property as a distinct separate tax parcel but on a larger parcel of land that includes the Property, then the Taxes shall be equitably allocated between the Property and the balance of the larger parcel that includes the Property based on, at Tenant's election, either (a) the relative fair market value of each portion of the Property, including improvements or (b) square footage, and Tenant shall be responsible only for the portion equitably allocated to the Property. Tenant shall pay before delinquent the Taxes assessed on the Property only during the Term of this Lease. Taxes for any period less than the entire calendar year shall be prorated between Landlord and Tenant and Tenant shall provide to Landlord proof of payment of the Taxes to the taxing authority.

5.1.2 Landlord or Tenant may contest the amount or validity of any Taxes and assessments levied or assessed on the Landlord and/or Property and to bring or defend any actions involving the amount or validity of any said taxes in its own name or, if required and subject to the other party's prior consent, in the name of the other party; provided, however, in the event of a protest by Tenant, Tenant shall indemnify Landlord from any reasonable expense (including reasonable attorneys' fees) or liability arising out of such contest, pursue such contest in good faith and with due diligence, post any bond or security required by law in connection with such contest, give Landlord prompt written notice of its intention to contest, and take no action which will cause or allow the institution of any foreclosure proceedings or similar action against the Property. Notwithstanding the above, Landlord shall not be required to join in any proceedings or contest brought by Tenant unless the provisions of the law require that the proceeding or contest be brought by or in the name of Landlord or the owner of the Property. In that case, Landlord shall, at Tenant's sole cost and expense, cooperate in the institution and prosecution of any such proceedings initiated by Tenant, will execute any documents which Landlord may be reasonably required to execute, and will make any reasonable appearances that Landlord may be required to make in connection with such proceedings. If, during the protest period, an Event of Default under this Lease occurs and the protested taxes or assessments have not been paid, then, at the request of Landlord, Tenant shall furnish to Landlord a surety bond issued by an insurance company qualified to do business in the state where the Property is located. The amount of bond shall equal one hundred ten percent (110%) of the total amount of taxes in dispute. The bond shall hold Landlord and the Property harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

5.1.3 **Utilities.** Additional Rent payable by Tenant shall include, and from and after the Commencement Date Tenant shall pay when due, all charges for utility services provided to the Property and used by Tenant. Tenant shall provide all deposits required by the public utilities to provide utilities services to the Property during the Term. If the Property is not served by separate meters dedicated exclusively to the Property then Landlord shall, at its sole cost, install a separate or sub-meter, or authorize Tenant to install a separate or sub-meter for utility services to the Property and Tenant shall receive a credit in payment of Base Rent for the costs of such installation, provided such costs are reasonable and disclosed

to Landlord prior to Tenant incurring the costs. Tenant shall have the utility services placed in Tenant's name and billed directly to Tenant.

ARTICLE 6 INSURANCE, CASUALTY, CONDEMNATION AND INDEMNIFICATION

6.1 Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in full force during the Term of this Lease the following insurance policies:

6.1.1 A commercial general liability insurance policy with combined single limit bodily injury, property damage insurance and contractual liability insuring Tenant (with Landlord and its mortgagee, if any, as additional insureds) against any liability arising out of the ownership, use, occupancy, or maintenance of the Property and all of its appurtenant areas in an amount not less than \$2,000,000.00 per occurrence;

6.1.2 An all-risk property insurance policy protecting against all risks of physical loss or damage, including coverage for the perils enumerated under the policy definition, and extended coverage for an amount equal to one hundred percent (100%) of the full replacement cost of improvements situated on the Property written on a replacement cost blanket basis; and

6.1.3 A personal property insurance policy providing protection for any improvements made by Tenant to the Property as well as the trade fixtures, equipment, and personal property of Tenant.

6.1.4 Any insurance required of Tenant under this Lease may be furnished by Tenant under a "Blanket Policy" carried by it. Such Blanket Policy shall contain an endorsement that names Landlord, any managing agent and any mortgagee of Landlord as an "additional insured," and covers the Property, for the property insurance required in this Lease. All insurance secured by Tenant under this Lease by Tenant shall comply with the following:

(a) Be issued by companies with a Best's Insurance Guide rating of at least "A-X" authorized to do business in the state where the Property is located;

(b) Contain a clause that such policy and the coverage evidenced thereby shall be "primary" with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance and without cost to Tenant; and

(c) Contain an endorsement naming Landlord and any mortgagee of Landlord as an additional insured, which will entitle the additional insureds to notice as the policy requires.

On or before the Commencement Date, Tenant shall provide to Landlord a certificate of insurance evidencing the coverage set forth herein, and Tenant shall, prior to the expiration of such policies, furnish Landlord with renewal certificates. If Tenant fails to maintain the insurance required of Tenant and to be paid for by Tenant pursuant to this Section, Landlord shall have the right with prior written notice to Tenant, but not the obligation, to obtain such insurance coverage and Tenant shall be responsible to Landlord for the payment of the cost of the amount paid by the Landlord upon receipt of an invoice, the amount being considered as Additional Rent.

6.2 Damage or Destruction. If the Property or any part thereof is damaged by fire or any other casualty not caused by the negligence or willful or criminal misconduct of Landlord or Landlord's agents, employees, or contractors (a "Casualty Loss"), Tenant shall give prompt written notice thereof to Landlord. In the event of a Casualty Loss, and provided Landlord's mortgagee, if any, does not demand all of such insurance proceeds, Tenant shall proceed to repair and restore the Property to substantially the

same condition as existed before the damage utilizing the proceeds of insurance received by Tenant. Tenant shall proceed with reasonable promptness to repair and restore the Property, subject to zoning laws and building codes then in effect. Notwithstanding the above, if the Casualty Loss occurs during the last twelve (12) months of the Term, then upon written notice to Landlord, Tenant may, in its sole discretion, elect to terminate the Lease and surrender all insurance proceeds to Landlord, excluding insurance proceeds received by Tenant for Tenant's personal property, equipment, and fixtures. Following the date of a Casualty Loss and during any period of repair or reconstruction, Rent shall equitably abate to the extent Tenant's use of the Property or conduct of business is impaired until the date of completion of the repair or reconstruction work and Tenant's re-opening in the entire Property.

6.3 Condemnation. If the Property shall be permanently taken or condemned by any competent authority for any public or quasi-public purpose (a "Condemnation"), then (a) this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and (b) all proceeds payable as a result of such Condemnation shall be payable to Landlord and Tenant as to their respective interests. Tenant shall give Landlord prompt written notice of any notice it receives related to a Condemnation. If a Condemnation materially affects the operation of Tenant's business at the Property, Tenant may, within ninety (90) days following the date of such Condemnation, terminate this Lease upon written notice to Landlord, and all of Tenant's obligations hereunder, including any obligation to pay Rent, shall terminate as of the date of such taking. If the Condemnation does not render a material portion of the Property unusable for Tenant's current use or Tenant does not so elect to termination in accordance with the foregoing, then this Lease shall continue in full force and effect and Rent shall be reduced by an equitable amount, taking into consideration the type of property taken (e.g. improvements, usable parking area or unusable landscape area, etc.) and Tenant shall repair and restore any damage to the Property resulting from the partial Condemnation.

6.4 Waiver of Subrogation. Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Property, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, liquor liability or worker's compensation insurance policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

ARTICLE 7 WORK AND MAINTENANCE

7.1 Commencement Date Condition. On the Commencement Date Landlord shall deliver to Tenant possession of the Property free of all fuel and fuel storage and distribution facilities, underground storage tanks, waste, debris, Hazardous Materials (as defined below), and any other substances which are regulated by, or classified as hazardous, toxic, radioactive, dangerous, or a pollutant under, Environmental Laws (as defined below) (the "Commencement Date Condition"). Except for the work that may be required for the Property to be in Commencement Date Condition Landlord is not required to repair or replace any improvements to the Property prior to surrender of the Property to Tenant as the Property is leased to Tenant **AS IS**.

7.2 Tenant Improvements and Alterations. Tenant shall perform and complete at its sole cost the improvements to the Property described in and approved by Landlord in the Landlord Plan Approval pursuant to Section 2.2 of this Lease (the "Tenant Improvements"). After Tenant completes the Tenant Improvements, Tenant may from time to time and at its sole cost make non-structural alterations to

the Property (*i.e.*, alterations which do not require governmental permits) without Landlord's prior written consent, and structural alterations to the Property (*i.e.*, alterations which require governmental permits) with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be solely responsible for all costs associated with such alterations or additions to the Property. All alterations, additions and improvements in or to Property, excluding Tenant's furniture, fixtures, equipment and signs, shall become the property of Landlord and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease.

7.3 Tenant Maintenance. Tenant shall promptly perform all routine and periodic maintenance and cleaning of the entire Property as required for all portions of the Property to remain in good operating condition, normal wear and tear excepted (the "Tenant Maintenance"). Tenant Maintenance includes and Tenant shall perform all replacements and repair of the Building and the improvements thereto, including, but not limited to, all plumbing, electrical, and mechanical systems, the roof, and any paved surfaces after such items are provided by Landlord in connection with the Commencement Date Condition. If Tenant fails to perform any Tenant Maintenance within a reasonable time after receiving notice or knowledge of the need for Tenant Maintenance, then Landlord may, but shall not be required to, perform the Tenant Maintenance and all costs reasonably incurred by Landlord in performing the Tenant Maintenance that Tenant failed to perform promptly shall be due on demand.

7.4 Lien Indemnification. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, losses, liabilities, costs, damages and expenses (including attorneys' fees and costs) arising out of or relating to any alterations, additions or improvements made by Tenant in or to the Property. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the costs of all repairs and alterations, additions, improvements, changes and other work done by Tenant in or to the Property and further agrees to indemnify, save harmless and defend Landlord from and against any and all costs and liabilities incurred by Landlord and against any and all construction, mechanics' and materialmen's liens which may be asserted, claimed or charged against all or any part of the Property arising out of or from such work by Tenant. In the event any notice, claims or lien shall be asserted or recorded against the interest of Landlord in the Property on the account of any improvement or work made or done by or at the instance of Tenant, then Tenant agrees to have such notice, claim or lien canceled, discharged, released or transferred to other security in accordance with applicable law within ten (10) business days after notice to Tenant by Landlord.

7.5 Assignment of Warranties. Landlord shall and does hereby assign to Tenant all assignable warranties and guarantees received in connection with any repair or reconstruction thereof that relate to those components of the Property that are the obligation of Tenant to repair and maintain. Landlord shall use commercially reasonable efforts to enforce any non-assignable warranties and guarantees at Tenant's request on behalf of Tenant; provided, however, that nothing herein shall relieve Landlord from any warranty obligation provided in this Lease. Without limiting any of Tenant's other rights or remedies, Tenant shall be entitled to enforce any warranty relating to the Property if Landlord fails to do so.

ARTICLE 8 TRANSFERS

8.1 Tenant Transfers.

8.1.1 Other than a transfer to an affiliate or successor, Tenant may not assign this Lease, nor sublease the Property or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, "affiliate" shall mean any entity that (a) acquires all or substantially all of the stock or assets of Tenant, (b) is the resulting entity of a merger or consolidation of Tenant with another entity, or (c) an entity which is controlled by, controls, or is under common control with, Tenant.

8.1.2 Prior to any assignment or subletting, Tenant shall provide Landlord in writing: (a) the name and address of the proposed subtenant or assignee; (b) the nature of the proposed business the subtenant or assignee will operate on the Property; (c) the terms of the proposed sublease or assignment; and (d) reasonable financial information for the subtenant or assignee. Landlord shall, within ten (10) days after receiving such information, give notice to the Tenant to permit or deny the proposed sublease or assignment. If Landlord fails to timely respond, the proposed sublease or assignment will be deemed approved. If Landlord withholds consent, it must explain the reasons for the denial in reasonable detail. Any proposed sublease or assignment by Tenant to a subtenant or assignee with a net worth equal to the lesser of: (i) \$5,000,000, or (ii) that of Tenant as of the date immediately prior to the transfer, shall be deemed reasonable.

8.1.3 Subleases and assignments by Tenant are also subject to: (a) the terms of this Lease; (b) the term not extending beyond this Lease Term; (c) Tenant shall remain and continue to remain primarily and fully liable hereunder; and (d) any consent by Landlord to a particular assignment or sublease shall not constitute Landlord's consent to any other or subsequent assignment or sublease.

8.2 **Landlord Transfers.** Landlord may transfer the Property or partial interests therein and/or interests in Landlord from time to time, including without limitation, transfers to affiliates of Landlord or its principals, family members of Landlord's principals or trusts for the benefit of the foregoing (collectively, the "Landlord Assignees"). In the event that Landlord sells, assigns or otherwise transfers, in whole or part, Landlord's interest in the Property or this Lease to a Landlord Assignee, Landlord shall be released from any and all further liability to Tenant hereunder accruing after the date of the transfer, provided the Landlord Assignee is solvent and assumes all obligations of Landlord hereunder accruing after the date of the transfer.

8.3 **Landlord Financing.**

8.3.1 **Encumbrances.** As of the Lease Date, Landlord shall deliver to Tenant a recordable non-disturbance agreement (which either party hereto may record) in the form attached hereto as Exhibit E or such other form that is reasonably acceptable to Tenant (an "SNDA"), duly executed by Landlord and each holder of a mortgage, deed of trust, ground or master lease, sale-leaseback transaction or other security instrument encumbering the Property (an "Encumbrance") existing on or before the date of this Lease. Any SNDA delivered pursuant to this Section 8.3 shall provide that, in the event of a foreclosure, sale under a power of sale, ground or master lease termination or transfer in lieu of any of the foregoing or the exercise of any other remedy pursuant to any such Encumbrance (a "Foreclosure"), then (a) Tenant's use, possession and enjoyment of the Property shall not be disturbed and this Lease shall continue in full force and effect so long as no Monetary Event of Default on the part of Tenant has occurred and is continuing, and (b) this Lease shall automatically and unconditionally become a direct lease between any successor to Landlord's interest, as landlord, and Tenant as if such successor were the Landlord originally named hereunder. In all events the Encumbrance holder shall honor payment of the Landlord Contribution. In addition to all other rights and remedies available to Tenant for Landlord's failure to deliver the SNDA, if Tenant has not timely received the SNDA duly executed by Landlord and each holder of an Encumbrance and such condition is not cured within thirty (30) days after written notice to Landlord, Tenant may terminate this Lease by written notice to Landlord at any time thereafter while such condition continues. Landlord represents and warrants to Tenant that (i) as of the Lease Date there are no Encumbrances except that certain mortgage dated as of N.A. given by Landlord in favor of N.A. (the "Mortgage"), and (ii) Landlord shall obtain any and all applicable consents from any Encumbrance holder with respect to this Lease and any amendment thereto or otherwise required under the SNDA. If Landlord breaches the foregoing representation and warranty, and as a result Tenant's rights under this Lease are impaired (other than a de minimis amount) or Tenant's obligations under this Lease are increased (other

than a de minimis amount), then if such condition is not cured within thirty (30) days after written notice to Landlord, Tenant may terminate this Lease by written notice to Landlord at any time thereafter while such condition continues, and in the event of such termination, Tenant shall have no further obligation or liability hereunder. This Lease shall become subject and subordinate to all future Encumbrances upon Tenant's receipt of an SNDA duly executed by Landlord and each Encumbrance holder.

8.3.2 Payments to Encumbrance Holder. Tenant shall be under no obligation to pay Rent to the holder of any Encumbrance instead of Landlord until Tenant receives written notice from the holder of any Encumbrance stating that the holder of any Encumbrance is entitled to receive all Rent under this Lease directly from Tenant. Landlord hereby authorizes Tenant to accept such direction from the holder of any Encumbrance and to pay all Rents directly to the holder of any Encumbrance. Landlord waives all claims against Tenant for any sums so paid at the direction of the holder of any Encumbrance. Tenant may conclusively rely upon any written notice Tenant receives from the holder of any Encumbrance, notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default of the holder of any Encumbrance, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

ARTICLE 9 REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Tenant. Tenant hereby represents, warrants and covenants unto Landlord the following:

9.1.1 Tenant is solvent as of the date hereof, is qualified and authorized to do business in the state where the Property is located, and the person executing this Lease is fully authorized and empowered to execute this Lease and to bind Tenant thereby. This Lease, when executed and delivered, shall be valid and binding upon Tenant.

9.1.2 Tenant's use of the Property shall comply with any applicable law, statute, ordinance, order, rule, regulation, decree or requirement of the United States, the state where the Property is located and any other government, governmental agency, or quasi-governmental agency with jurisdiction over the Property, Landlord, Tenant, or any of their respective activities relating to health, safety or the environment (the "Environmental Laws"), including without limitation the application for and maintenance of all required permits, the submittal of all notices and reports, proper labeling, training and record keeping, and timely and appropriate response to any release or other discharge of a substance under Environmental Laws. In no way limiting the generality of the foregoing, Tenant shall not cause or permit the use, generation, storage or disposal in or about the Property, of any substances, materials or wastes subject to regulation under legal requirements from time to time in effect concerning hazardous, toxic or radioactive materials or contaminants (the "Hazardous Materials"). Tenant shall immediately notify Landlord of the presence of any Hazardous Materials on or about the Property. Tenant shall indemnify, protect, defend and hold Landlord and its partners, and the respective directors, managers, officers, shareholders, members, employees and agents of Landlord and its partners (collectively, the "Landlord Parties"), harmless from any and all obligations, claims, administrative proceedings, judgments, damages, fines, costs, and liabilities, including reasonable attorneys' fees that arise directly from the presence, suspected presence, release, or suspected release of Hazardous Materials or any other violation of any Environmental Law, arising out of, in connection with, or by reason of the action or inaction of Tenant, or Tenant's officers, directors, partners, agents, employees, contractors, subtenants, invitees and visitors. However, Tenant shall have no obligation or liability for any obligations, claims, administrative proceedings, judgments, damages, fines, costs, and liabilities, including reasonable attorneys', relating to the environmental condition of the Property as of the Commencement Date, relating to the migration of Hazardous Materials to the Property from neighboring properties, or caused by the negligence or willful or criminal acts or omissions by Landlord Parties. Notwithstanding the foregoing, Hazardous Materials shall not include, and Tenant may handle, store, use or dispose of products containing Hazardous Materials to the extent the same are customary in automobile

sales, service, or storage operations; provided, however, that Tenant shall handle, store, use, and dispose of any such materials in a safe and lawful manner.

9.2 Landlord. Landlord hereby represents, warrants, and covenants unto Tenant the following:

9.2.1 Landlord is solvent as of the date hereof and the person executing this Lease is fully authorized and empowered to execute this Lease and to bind Landlord thereby. This Lease, when executed and delivered, shall be valid and binding upon Landlord.

9.2.2 The execution and performance of this Lease will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, security agreement, or any other instrument or document to which Landlord is a party, or its Property secured, or by which it may be bound or affected, or violate the rights of any third parties or any governmental regulation, ruling or order.

9.2.3 Landlord, is the sole holder of fee title to the Property and the consent of no other person is required to grant an exclusive leasehold interest in the Property to Tenant. Title to the Property is free of all monetary encumbrances other than those of public record that include covenants of nondisturbance. Landlord shall cooperate, at Tenant's expense, with Tenant in obtaining, at Tenant's request, a leasehold title insurance policy.

9.2.4 The Property does not violate any applicable Laws (including, without limitation, any Environmental Laws) and there are no pending or threatened demands, claims or actions against Landlord, the Property or any person relating to the condition or use of the Property or its compliance with any applicable Laws (including, without limitation, Environmental Laws); and, the Property is free of Hazardous Materials. The Property surrendered to Tenant on the Commencement Date shall be in good and lawful operating condition and in broom clean condition free of waste and debris. Tenant may remove Tenant's trade fixtures from the Property upon any termination or expiration of the Lease, and may take such action(s) as are reasonably necessary or appropriate to defend or protect any trade dress, trademark, patent or other intellectual property protections which relate to the structure on the Premises; provided, however, Tenant shall repair any damage to the Premises resulting from such removal.

9.2.5 Landlord hereby waives and releases any and all liens, security interests and rights of Landlord created, granted or imposed by statute, law or regulation ("Statutory Liens") on, in or to any tangible personal property of Tenant located at any time at the Property (the "Tenant Personalty"). Landlord acknowledges and agrees that Tenant may convey the Tenant Personalty, including granting security interests in the Tenant Personalty, from time to time free and clear of all Statutory Liens. Landlord shall, upon written demand of Tenant from time to time execute and deliver to Tenant such documents as may reasonably be required to evidence and confirm Landlord's waiver of the Statutory Liens. Currently, Tenant obtains financing from one or more lenders (each, a "Lender") secured by Tenant's personal property, including Tenant's inventory of motor vehicles located on the Property from time to time. Each Lender, or Lender's agent, requires that Landlord waive any liens of Landlord on Tenant's personal property, provide certain notices to such Lender or Lender's agent and allow each Lender or Lender's agent access to the Property to take possession of Tenant's personal property. Therefore, on the Commencement Date, Landlord shall sign and deliver to Tenant the Landlord Waiver in the form of Exhibit D-1 attached hereto (the "Landlord Waiver"). Tenant shall deliver the Landlord signed Landlord Waiver to Lender or Lender's agent and, when the Landlord Waiver is signed by Landlord, a copy of the fully signed Landlord Waiver shall be attached to and incorporated into this Lease. The Landlord Waiver may be recorded in the county where the Property is located.

9.2.6 So long as Tenant shall pay all Rent and other amounts due hereunder as the same become due, Tenant shall peaceably and quietly have, hold and enjoy the Property for the Term hereof, free of any claim or other action by Landlord or anyone claiming by, through or under Landlord and Tenant's occupancy and use of the Property in compliance with this Lease shall not be disturbed. Landlord expressly represents and warrants that no person other than public utilities has the right to access or cross over the Property from adjacent properties, whether by existing driveways or otherwise, and Tenant may remove or block all existing driveways to and from adjacent properties.

9.2.7 Landlord shall indemnify, protect, defend (with counsel reasonably approved by Tenant) and hold Tenant and its partners, and the respective directors, managers, officers, shareholders, members, employees and agents of Tenant and its partners (the Tenant Parties), harmless from any and all obligations, claims, administrative proceedings, judgments, damages, fines, costs, and liabilities, including reasonable attorneys' fees, that arise directly or indirectly from or in connection with the environmental condition of the Property as of the Commencement Date or from the negligence or willful or criminal acts or omissions of any of the Landlord Parties.

9.2.8 There are no restrictive covenants, zoning or other ordinances or regulations applicable to the Property which will prevent the Property from being used as the Permitted Use.

9.2.9 (a) the Property is in full compliance with all Environmental Laws; (b) there has been no Discharge (as hereinafter defined) at the Property in violation of, or which could result in liability under, the Environmental Laws; (c) there are no underground storage tanks in, on, at, under, or about the Property; and (d) no claim, action, suit, or proceeding is pending or threatened against Landlord or any third party arising directly or indirectly out of a Discharge at the Property, or the presence of underground storage tanks, nor is Landlord aware of any basis for such a claim, action, suit, or proceeding. "Discharge" means release, spill, leak, leach, dispose, pump, pour, emit, empty, dump, keep, use, handle, treat, manufacture, transport, generate, store, or sell Hazardous Materials.

9.3 Survival and Indemnity. All representations, warranties and covenants of indemnification of Tenant and Landlord stated in this Article 9 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination. The parties shall indemnify each other for the breach of the foregoing representations, warranties and covenants.

ARTICLE 10 EVENTS OF DEFAULT

10.1 Default by Tenant. The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

10.1.1 Tenant shall fail to pay any installment of Rent hereby reserved or other sum of money payable hereunder when due and shall not cure such failure within ten (10) days following Tenant's receipt of written notice thereof by Landlord to Tenant (a "Monetary Event of Default");

10.1.2 Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of Rent, and shall not cure such failure within 30 days after written notice thereof by Landlord to Tenant. If Tenant is not reasonably able to cure the default within a 30-day period, Tenant will have an additional reasonable period of time to cure the default as long as Tenant commences the cure within the 30-day period and thereafter diligently pursues the cure;

10.1.3 Tenant shall admit in writing its inability to pay its debts as they become due or Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended; or

10.1.4 A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or of the Property or any of Tenant's property located thereon.

10.2 Default by Landlord. The following events shall be deemed to be "Events of Default" by Landlord under this Lease:

10.2.1 Landlord shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within 30 days (or immediately, if the default involves a hazardous condition or provision of an essential service necessary for the use and occupancy of the Property by Tenant) after written notice thereof by Tenant to Landlord. If Landlord is not reasonably able to cure the default within a 30-day period, Landlord will have an additional reasonable period of time to cure the default as long as Landlord commences the cure within the 30-day period and thereafter diligently pursues the cure; or

10.2.2 Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time, in any material respect.

10.3 Uncontrollable Forces. Neither Landlord nor Tenant shall be in default in the performance of their respective obligations hereunder if failure of performance shall be due to uncontrollable forces, i.e., force majeure type events, which by the exercise of due diligence and foresight such party cannot reasonably have been expected to avoid and which by the exercise of due diligence it shall be unable to overcome. A party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch and cure any damages as a result of such uncontrollable force within ninety (90) days of such damage. This Section shall not apply to Tenant's obligation to pay Rent and other amounts due under this Lease.

ARTICLE 11 REMEDIES

11.1 Landlord's Remedies.

11.1.1 Monetary Event of Default. Upon a Monetary Event of Default by Tenant, Landlord may exercise any one of the following options:

(a) recover possession of the Property and remove Tenant therefrom, pursuant to and in accordance with applicable law, without prejudice to any remedies for arrears of Rent or any other sums otherwise due, or breach of any other covenants hereunder. Within a reasonable period of time following such reentry and repossession, Landlord shall use reasonable efforts to relet the Property for the account of Tenant on such terms and conditions and for such uses as Landlord may reasonably determine to mitigate Landlord's damages as a result of Tenant's default hereunder. Landlord shall collect and receive any Rent or any other sums otherwise due which may be payable by reason of such reletting. Tenant shall be liable for and pay to Landlord all Rent or any other sums otherwise due up to and including the date of such reentry and repossession; and, thereafter, Tenant shall, until the end of what would otherwise have been the then current Term, be liable to Landlord for and shall pay to Landlord, all Rent, all expenses of reletting incurred by Landlord (including reasonable attorneys' fees and court costs), and any other sums otherwise due less the net proceeds of any reletting as set forth herein, after deducting from such proceeds all of Landlord's reasonable expenses incurred in conjunction with such reletting. Tenant shall pay such Rent or any other sums otherwise due on the days on which they would be payable hereunder in the absence of Tenant's default.

(b) terminate this Lease and thereupon relet the Property or any part thereof. Upon such termination, Landlord shall be entitled to recover from Tenant (i) the cost of

repossessing the Property (including without limitation, reasonable attorneys' fees and costs of litigation), (ii) the actual costs of any reasonable repairs, alterations, additions, and improvements to the Property, leasing inducements, and brokerage commissions for reletting the Property and associated attorneys' fees, (iii) all Rent accrued and unpaid for the period up to and including such date of termination, (iv) the present value of the balance of the Rent for the remainder of the Term less the present fair market rental value of the Property for the same period (taking into account all relevant factors, including market rent concessions and the time necessary to relet the Property and using a discount rate per annum equal to the interest rate on US Treasury obligations with a maturity comparable to the length of the remainder of the Term); and (v) all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under the provisions of this Lease, including (without limitation) all attorneys' fees and default interest. Upon Lease termination, Landlord may elect to evict all sub-tenants and others in possession, or on attornment of any sub-tenant to Landlord, to recognize such sublease as a direct lease between the sub-tenant and Landlord.

11.1.2 Other Events of Default. Upon any other Event of Default by Tenant, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure such Event of Default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Tenant fails to commence to cure within thirty (30) days after receipt of such notice and thereafter to diligently proceed to cure such default, then in either such event Landlord may cure the default and Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord, or Landlord may pursue any action to compel cure from Tenant, but any such default shall not cause the forfeiture of this Lease or of Tenant's right of possession.

11.1.3 Waiver. The failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. No act or omission by Landlord or Landlord's agents shall be deemed an acceptance of surrender by Landlord of the Property, and no agreement by Landlord to accept a surrender of the Property shall be valid unless it is in writing and signed by a duly authorized agent of Landlord. Upon any Event of Default by Tenant, Landlord shall use reasonable efforts to mitigate damages, including, without limitation, reletting the Property. LANDLORD HEREBY WAIVES ANY AND ALL OTHER RIGHTS AND REMEDIES TO WHICH LANDLORD MAY BE ENTITLED FOR AN EVENT OF DEFAULT (OTHER THAN A MONETARY EVENT OF DEFAULT), AT LAW OR IN EQUITY, INCLUDING ANY RIGHT OF RE-ENTRY AND ANY LOCK-OUT REMEDIES AVAILABLE UNDER APPLICABLE LAW.

11.2 Tenant's Remedies. Upon any Event of Default by Landlord, Tenant may do any one or more of the following (in addition to all other rights or remedies provided herein or at law or in equity):

11.2.1 terminate this Lease;

11.2.2 without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset such costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease; or

11.2.3 pursue any and all other rights or remedies available at law or in equity. All rights and remedies of Tenant shall be cumulative and not exclusive until such default is cured.

ARTICLE 12 PAYMENT OF RENTS AND GIVING OF NOTICE

12.1 All amounts payable hereunder, all notices to be given to Landlord hereunder, and all instruments to be delivered to Landlord pursuant hereto shall be delivered to Landlord at the address stated on the first page hereof or such other address as Landlord shall designate in writing. All notices to be given to Tenant hereunder and all instruments to be delivered to Tenant pursuant hereto shall be delivered to Tenant at the address stated on the first page hereof or such other address as Tenant may designate in writing. Delivery of any payment may be made personally, by a nationally operating overnight delivery service or by deposit in the United States mail, properly addressed, postage prepaid, for delivery by ordinary U.S. mail. All notices or other instruments may be delivered personally by depositing them in the U.S. mail properly addressed, postage prepaid, for delivery by certified mail, return receipt requested or by a nationally operating overnight delivery service. Notices shall be deemed received on the earlier of actual receipt, three days after deposit in the U.S. mail or the first business day following the delivery to a nationally operating overnight delivery service. Notices may also be given by email transmission to the email address stated on the first page hereof or such other email address as a party may designate in writing and such notices shall be deemed received on the date transmitted by email.

ARTICLE 13 GENERAL PROVISIONS

13.1 Entire Agreement. This Lease contains the entire agreement between the parties and all prior drafts, correspondence and/or other communications are hereby superseded. This Lease cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought.

13.2 Partnerships. Nothing contained in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party liable for any debts or the obligations (including, without limitation, any tax liabilities) of the other, but if there is more than one person or entity constituting Landlord or Tenant, the obligations imposed hereunder upon Landlord or Tenant are joint and several.

13.3 Choice of Law. This Lease and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with and governed by the laws of the jurisdiction in which the Property is located.

13.4 Waiver of Jury Trial. IN ANY JUDICIAL PROCEEDING RELATING TO THIS LEASE LANDLORD AND TENANT WAIVE VOLUNTARILY TRIAL BY JURY AND AGREE THAT THE PROCEEDING SHALL BE TRIED EXCLUSIVELY BY THE COURT AND NOT A JURY.

13.5 Time of the Essence. Time is of the essence with respect to all matters set forth in this Lease. However, if any action is required to be taken on a Saturday, Sunday, or legal holiday, the action shall be deemed timely if it is taken on the next regular business day.

13.6 Waiver. Any waiver of any right, remedy or other term or provision hereof must be in writing, must expressly identify the provision waived and must be executed by the party or parties against whom such waiver is to be enforced. Without limiting the foregoing, the failure of either party to seek redress for violation of or to insist upon the strict performance of any term, covenant or condition contained in this Lease shall not constitute a waiver of such provision on any subsequent occasion or of any other right and/or remedy available to such party pursuant to this Lease, at law or in equity.

13.7 Construction of Lease; Severability. The captions preceding the Articles and Sections of this Lease are intended only for convenience of reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. It is hereby

mutually acknowledged and agreed that the provisions of this Lease have been fully negotiated between parties of comparable bargaining power with the assistance of counsel and shall be applied according to the normal meaning and tenor thereof without regard to the general rule that contractual provisions are to be construed narrowly against the party that drafted the same or any similar rule of construction. If any provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the balance shall remain in full force and effect, and such unenforceable provision shall be construed or reformed by such court in order to give the maximum permissible effect to the intention of the parties as expressed therein.

13.8 Successors and Assigns; Third Party Beneficiaries; Definition of Landlord and Tenant. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord and its permitted successors and assigns and Tenant and its permitted successors and assigns. There are no third party beneficiaries to this Lease or any provision hereof. The terms "Landlord" and "Tenant" shall include each of Landlord and Tenant and its respective successors and assigns and transferees.

13.9 Counterparts. This Lease may be executed in counterparts, and the signature of any person required by this Lease shall be effective if signed on any and or all counterparts. All counterparts together shall be considered one and the same Lease.

13.10 Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Lease, the prevailing party in such action shall be entitled to recover from the other party the reasonable attorneys' fees, court costs, investigation expenses, discovery costs and costs of appeal incurred by it in the legal action. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If either party becomes a party to any third party legal action concerning this Lease, the Property by reason of any act or omission of the other party or its authorized representatives, and not by its own act or omission or that of its authorized representatives, the other party shall be liable to that party for reasonable attorneys' fees, court costs, investigation expenses, discovery costs and costs of appeal incurred by it in the legal action.

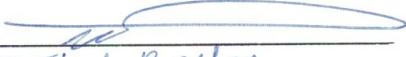
13.11 Brokers. Tenant is represented by Allied Commercial Properties ("Tenant Broker"). Beginning on the Commencement Date Landlord shall pay directly to Tenant Broker a real estate brokerage commission equal to 5% of each monthly Base Rent payment payable monthly during the Initial Term of the Lease to include any Extension Option Terms (the "Tenant Broker Commission"). Except as set forth in this Section 13, each party represents and warrants to the other that (i) they have not dealt with any other brokers in connection with this transaction, and (ii) no brokerage commissions, finder's fees, or similar payments are or will be due in connection with this transaction as a result of any act of the party so representing and warranting. If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify and hold the other party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD

Front Line 7 LLC,
a Florida limited liability company

By: 
Name: Ehab Beshay
Title: Manager

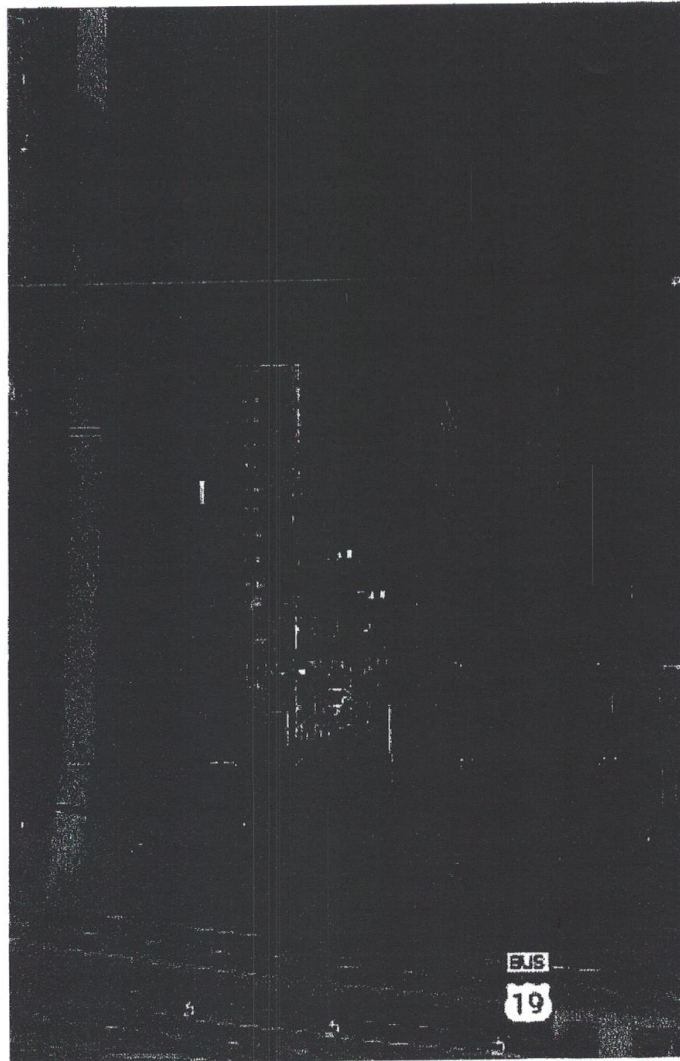
TENANT

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

By: 
Clay Schetzach,
Manager

EXHIBIT A

DESCRIPTION OF PROPERTY



[Legal Description to be provided by Landlord]

EXHIBIT B

ACCEPTANCE MEMORANDUM

1007 E. Oglethorpe Blvd., Albany, GA 31705 (the "Property")

Pursuant to Section 2.2 of this Lease Agreement dated on or about _____, 20____
(the "Lease") between Front Line 7 LLC ("Landlord") and DriveTime Car Sales Company, LLC ("Tenant")
with respect to the Property, Landlord and Tenant acknowledge and agree that for all purposes in this Lease:

1. The Commencement Date is _____ 20____, and Tenant has accepted possession of the Property as of the Commencement Date.
2. The Expiration Date of the Initial Term is _____, 20____ (60 full calendar months after Commencement Date). Tenant has **four** options to extend the Term and Expiration Date by **five** years for each extension. If Tenant exercises all Extension Options then the Expiration Date will be _____, 20____ (25 years after Commencement Date).

The Base Rent Start Date is _____, 20____ (30 days after Commencement Date).

The total real estate brokerage commission payable by Landlord to Tenant Broker as of the Commencement Date is \$ _____.

Notices to Landlord for Landlord Repairs and/or emergencies are to be given to:

Name: _____
Address: _____
Phone: _____ Cell Phone: _____ Email: _____

When signed by Landlord and Tenant, this Acceptance Memorandum is attached to and incorporated in this Lease as Exhibit B, shall replace the form of Exhibit B attached to this Lease as of the Lease Date and this Lease is amended to be consistent with this Acceptance Memorandum.

Dated: _____, 20____

Landlord:

Front Line 7 LLC

a/an _____

By: _____

Name: _____

Title: _____

Tenant:

DriveTime Car Sales Company, LLC

an Arizona limited liability company

By: _____

Clay Scheitzach

Manager

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

[see attached]

WHEN RECORDED, RETURN TO:

DriveTime Car Sales Company, LLC
Attn: Real Estate Department
1720 W. Rio Salado Parkway
Tempe, Arizona 85281

MEMORANDUM OF LEASE

Landlord:

Front Line 7 LLC

Tenant:

DriveTime Car Sales Company, LLC
Attn: Real Estate Department
1720 W. Rio Salado Parkway
Tempe, Arizona 85281

Property:

1007 E. Oglethorpe Blvd., Albany, GA 31705
Described in Exhibit A

This Memorandum of Lease is recorded in the [_____] County Public Records to give notice of that certain Lease Agreement dated _____, 20__ (the "Lease") made by and between Landlord and Tenant. This Lease term commences _____, 20__ and expires _____, 20__, subject to extension under the terms stated in this Lease. All of the other terms, conditions, and agreements contained within this Lease are fully incorporated herein by reference as if set forth in full herein. This Memorandum of Lease does not amend this Lease and is subject to all terms of this Lease.

Landlord:

Front Line 7 LLC

By: _____
Name: _____
Title: _____

Tenant:

DriveTime Car Sales Company, LLC
an Arizona limited liability company

By: _____
Clay Scheitzach
Manager

STATE OF _____)
) ss
COUNTY OF _____)

Acknowledged before me _____, 20__ by _____ as _____ of
[_____], a/an _____.

My commission expires:

Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

Acknowledged before me _____, 20__ by Clay Scheitzach, the Manager of **DRIVETIME CAR
SALES COMPANY, LLC**, an Arizona limited liability company.

My commission expires:

Notary Public

EXHIBIT D

LANDLORD WAIVER

Sale Inventory – Ally Financial and Ally Bank

WHEREAS Front Line 7 LLC (hereinafter referred to as "Landlord"), is the owner of real property commonly known as 1007 E. Oglethorpe Blvd., Albany, GA 31705 (the "Premises") and leases the Premises to **DriveTime Car Sales Company, LLC** (hereinafter referred to as "Tenant"); and

WHEREAS Tenant is about to grant to Ally Financial and/or Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) (the "Ally Parties") a security interest in certain tangible personal property of Tenant which may, from time to time, be located in and on the Premises (the "Tenant Property") as security for any and all loans which the Ally Parties may make to Tenant from time to time; and

WHEREAS the Ally Parties are willing to make such loans only if Landlord waives any liens, claims, demands, or rights which Landlord may have or acquire with respect to such Tenant Property:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agrees as follows:

- (1) Landlord hereby waives any and all liens, claims, demands, or rights, however arising, including without limitation, the right to levy, distrain, sue, execute, or sell for unpaid rent, which Landlord now has or may hereafter acquire with respect to any or all of the Tenant Property (whether such Tenant Property is now or hereafter located on or in the Premises), including without limitation, machinery, equipment, furniture, fixtures, inventory (including new and used motor vehicles, trucks, trailers, and associated new and used parts), and goods or merchandise, and all additions, replacements, and substitutions therefore; and all of the proceeds thereof;
- (2) Landlord agrees that the Ally Parties, through its authorized representatives, may enter upon the Premises at any time and from time to time for purposes of removing any or all of the Tenant Property or conducting a sale or sales of the Tenant Property on the Premises and that the Ally Parties shall have no obligation to Landlord except the obligation to pay Landlord a reasonable rental for the Premises for the period after which the Ally Parties notifies Landlord of its intent to possess the Tenant Property;
- (3) Landlord warrants to the Ally Parties that Tenant has complied with all obligations owed Landlord by Tenant, including without limitation the payment of all rent as and when due. Landlord agrees to give the Ally Parties written notice of the occurrence of any event which, with the giving of notice or passage of time or both, could result in the creation of the right of Landlord to terminate any lease covering all or any part of the Premises or to

accelerate any rent due thereunder and reasonable opportunity to effect a cure of any such event.

- (4) This Landlord Waiver supersedes any contrary provision of the lease between Landlord and Tenant and extends to and may be relied on by the Ally Parties and by their successors and assigns as well as any subsequent or replacement lender granted a security interest in the Tenant Property that Tenant identifies by written notice to Landlord from time to time (in which case, the references to Ally Financial, Ally Bank, Ally Capital, and the Ally Parties will mean the successor, assignee, or subsequent or replacement lender, as applicable). This Landlord Waiver may be in addition to, and does not terminate, any similar waiver granted by Landlord with respect to any other lender with a security interest granted by affiliates of Tenant in any tangible personal property owned by affiliates of Tenant and located at the Premises.

The laws of the state in which the Premises are located shall govern the validity, interpretation, and enforcement of this Landlord Waiver. Landlord and Tenant each hereby expresses its intention to be legally bound by this Landlord Waiver and acknowledges receipt of benefit therefrom.

NOTICES

If to Ally Parties:
Dealer Lending
5851 Legacy Circle, Suite 200
Plano, TX 75024

If to Tenant:
DriveTime Car Sales Company, LLC
1720 W. Rio Salado Parkway
Tempe, AZ 85281

IN WITNESS WHEREOF, this Landlord Waiver has been duly executed this _____, 20____.

DriveTime Car Sales Company, LLC Signature: _____ Print Name: _____ Title: _____ Date: _____	Front Line 7 LLC Signature: _____ Print Name: _____ Title: _____ Date: _____
---	---

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 20__ by _____, the _____ of [Insert Landlord's Legal name]

Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____, 20__ by Clay Scheitzach, the Secretary of DriveTime Car Sales Company, LLC, an Arizona limited liability company.

Notary Public

EXHIBIT E

Subordination, Non-Disturbance and Attornment Agreement

PREPARED BY AND
MAIL RECORDED ORIGINAL TO:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), made by and among DriveTime Car Sales Company, LLC, an Arizona limited liability company ("Tenant"), with principal offices at 1720 W. Rio Salado Parkway, Tempe, Arizona 85281, _____, a _____ ("Lender"), whose address is _____, and _____, a Front Line 7 LLC ("Landlord"), whose address is _____.

RECITALS:

WHEREAS, Lender has made a loan to Landlord, which is secured by a _____, dated _____ and filed in the official records of _____ County, _____ (the "Official Records") on or about _____, as Instrument No. _____, Book _____, Page _____ (together with all amendments, renewals, modifications, consolidations, spreaders, combinations, supplements, replacements, substitutions, and extensions, either current or future) (the "Security Instrument"), encumbering Landlord's ownership interest in real property located in _____ County, _____, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises");

WHEREAS, the Security Instrument, together with the promissory note or notes, the loan agreement(s), the assignment of rents and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents";

WHEREAS, pursuant to that certain Lease Agreement dated _____, as amended (the "Lease"), evidenced by that certain Memorandum of Lease recorded or to be recorded in the Official Records of _____ County, _____, Landlord has leased the Premises to Tenant.

NOW THEREFORE, to confirm their understanding concerning the legal effect of the Security Instrument and the Lease and, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender, Landlord and Tenant, intending to be legally bound, agree and covenant as follows:

1. Subordination. Subject to the provisions of Paragraphs 2 and 3 below, the Security Instrument shall constitute a lien on the Premises that is prior and superior to the Lease, and to the leasehold estate created by it. By this Agreement, the Lease, the leasehold estate created by it, together with all rights

and privileges of Tenant under it, are subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender and all supplements, amendments, modifications, renewals and extensions of the Loan Documents.

2. Non-Disturbance. By execution of this Agreement, Lender consents to the Lease. Despite Tenant's subordination under Section 8.3 of the Lease, so long as the Lease is then in full force and effect and Tenant is not in material default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or other amounts owed pursuant to the Lease or in the performance of any of the material terms, covenants or conditions of the Lease on Tenant's part to be performed, then Lender, any successor or assign of Lender, or any owner of the Premises following a foreclosure sale or conveyance in lieu of foreclosure (collectively, the "Lender Entities") acknowledge and agree that: (i) Tenant's possession of the Premises, or any extension or renewal rights therefor in the Lease, shall not be disturbed, diminished or interfered with by the Lender Entities, (ii) the Lease shall not be terminated and all of Tenant's rights and privileges under the Lease shall be recognized by the Lender Entities, and (iii) the Lender Entities will not join Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless such joinder is necessary to foreclose the Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. If (i) Lender or its successors and assigns shall become the owner of the Premises, (ii) the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Instrument, or (iii) the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct lease between the then owner of the Premises and Tenant, and Tenant agrees to attorn to the owner of the Premises, said attornment to be effective and self operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice from Lender or any such other owner that it has succeeded to Landlord's interest under the Lease, upon which notice Tenant shall be entitled to rely.

4. Notice to Cure Defaults. Tenant agrees to provide to Lender a copy of any notice of default served upon Landlord which with the passage of time or otherwise would entitle Tenant to cancel the Lease or abate the rent under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional thirty (30) days after its receipt of notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued, provided, that, such additional period of time shall not exceed ninety (90) additional days.

5. Limitation of Liability. In the event that Lender succeeds to the interest of Landlord under the Lease, then Lender and any successor to Lender's interest in the Lease shall assume and be bound by the obligations of Landlord under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Premises, but Lender shall not be:

(i) bound by any rent or additional rent which Tenant has paid more than two (2) months in advance to any prior landlord (including, without limitation, Landlord), except as expressly provided in the Lease;

(ii) liable for any act or omission of any prior landlord (including, without limitation, Landlord), except (a) for any tenant improvement allowance owed to Tenant under the Lease that has not been previously remitted to Tenant; or (b) to the extent the default is non-monetary, relates to the repair or maintenance of the Premises, and continues to accrue after attornment, in which event, the successor landlord shall be bound to cure same within the time provided for in the Lease, which time shall be calculated from the date of attornment;

(iii) liable for the retention, application or return of any security deposit to the extent not paid over to Lender;

(iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Landlord), except as expressly provided in the Lease; or

(v) bound by any amendment or modification of the Lease made without Lender's written consent, such consent not to be unreasonably withheld or delayed, that: (a) reduces rent or additional rent payments to the landlord under the Lease, or (b) shortens the term of the Lease, or (c) imposes any additional material obligations upon the landlord under the Lease. All other amendments or modifications of the Lease that do not relate to the provisions set forth herein shall not require Lender approval.

Notwithstanding the foregoing, nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord (including, without limitation, Landlord).

6. Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (collectively, the "Assignment"). Tenant agrees that after any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument, if Lender, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give written notice to Tenant that Lender has elected to require Tenant to pay to Lender the rent and other charges payable by Tenant under the Lease, Tenant agrees that it shall pay rent and all other sums due under the Lease directly to Lender without notice to or the consent of Landlord and without any obligation on the part of Tenant to determine whether or not the demand is proper. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Landlord as if such notice were given at the direction of Landlord.

7. Leasehold Improvements and Business Fixtures. Lender agrees that it will not claim and shall not have or assert any right, title or interest in and to any leasehold improvements and/or business fixtures installed upon the Premises by Tenant pursuant to the terms of the Lease.

8. Notices. Any notice required to be sent hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States first-class mail, certified, postage prepaid, return receipt requested, to the following addresses:

If to Lender:

Attn: _____

If to Landlord:

Attn: _____

If to Tenant:

DriveTime Car Sales Company, LLC

With a copy to:

Attn: _____

With a copy to:

Attn: _____

Attn: Real Estate Department
1720 W. Rio Salado Parkway
Tempe, Arizona 85281

Any notice, request, demand or other communication delivery or sent in the manner aforesaid shall be deemed delivered on the earlier to occur of (i) actual receipt or (ii) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the addresses set forth above. Any of the above persons or entities may change such person's or entity's address by notifying the other persons and entities of the new address in any manner permitted by this paragraph.

9. Joinder of Landlord. Landlord hereby agrees to the subordination and attornment effected hereunder upon the terms herein stated.

10. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns, as applicable.

11. Counterparts. This Agreement may be executed in any number of Counterparts, all of which taken together shall constitute one and the same instrument, and any person intended to be a signatory hereto may execute this Agreement by signing any such Counterpart.

12. Governing Law. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth in their respective acknowledgments.

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF LENDER TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT]

WITNESS the following signatures and seals.

[

“LENDER”

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared _____ a or the _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said entity and that he or she executed the same as the act of such entity for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

(seal) _____
(Notary signature)

(typed or printed name)
My commission expires: _____

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF TENANT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT]

WITNESS the following signatures and seals.

Attest:

"TENANT"

Name: _____
Title: _____

DRIVETIME CAR SALES COMPANY, LLC, an
Arizona limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Clay Scheitzach, the Manager of **DRIVETIME CAR SALES COMPANY, LLC**, an Arizona limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

(Notary signature)

(seal)

(typed or printed name)

My commission expires: _____

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF LANDLORD TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

WITNESS the following signatures and seals.

"LANDLORD"

a _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this
day personally appeared _____ a or the
_____ of _____, known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was
the act of the said entity and that he or she executed the same as the act of such entity for the purposes
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 20____.

(Notary signature)

(seal)

(typed or printed name)

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LEASE AGREEMENT

1007 E. Oglethorpe Blvd.

Albany, GA 31705

Between

FRONT LINE 7 LLC

and

DRIVETIME CAR SALES COMPANY, LLC

DATED AS OF February 1, 2021