

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SONIC AUTOMOTIVE, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
Of Incorporation or Organization)

56-2010790
(I.R.S. Employer
Identification No.)

5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina
(Address of Principal Executive Offices)

28212
(Zip Code)

SONIC AUTOMOTIVE, INC. 1997 STOCK OPTION PLAN
AMENDED AND RESTATED AS OF JUNE 5, 2000
(Full Title of Plan)

Mr. O. Bruton Smith
Chairman and Chief Executive Officer
Sonic Automotive, Inc.
5401 E. Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28212
(704) 532-3320

(Name, Address and Telephone Number, including Area Code, of Agent for Service)

Copies to:

Gary C. Ivey, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
2500 Charlotte Plaza, Charlotte, North Carolina 28244
Telephone (704) 372-9000

<TABLE>
<CAPTION>

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
<S> Class A Common Stock, par value \$0.01 per share	<C> 1,500,000 shares	<C> \$9.4375	<C> \$14,156,250.00	<C> \$3,737.25

</TABLE>

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 (h) under the Securities Act of 1933, based upon the average of the high and low prices of the Registrant's Class A Common Stock reported on the New York Stock Exchange on September 19, 2000 which prices were \$9.50 and \$9.375, respectively.

This Registration Statement relates to the registration of additional securities relating to an employee benefit plan for which registration statements filed on Form S-8 (File Nos. 333-65447 and 333-81053) were filed by the Company with the Securities and Exchange Commission on October 8, 1998 and June 18, 1999, respectively. The contents of the October 8, 1998 and June 18, 1999 registration statements, including any amendments thereto, are incorporated herein by this reference.

PART I

INFORMATION REQUIRED IN THE
SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 (plan information and registrant information) will be sent or given to employees as specified by Securities and Exchange Commission Rule 428(b)(1). Such

documents need not be filed with the Securities and Exchange Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents, which include the statement of availability required by Item 2 of Form S-8, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Form S-8 (Part II hereof), taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933, as amended (the "Securities Act").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Securities and Exchange Commission allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring to those documents. The information incorporated by reference is considered to be part of this Registration Statement, and information that we file later with the Securities and Exchange Commission will automatically update and supersede this information. Sonic Automotive, Inc. (the "Company," and sometimes referred to herein as the "Registrant") incorporates by reference the documents listed below and any future filings made with the Securities and Exchange Commission under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

- (i) the Company's Annual Report on Form 10-K for its fiscal year ended December 31, 1999 (File No. 1-13395);
- (ii) the Company's Quarterly Report on Form 10-Q for its fiscal quarter ended March 31, 2000;
- (iii) the Company's Quarterly Report on Form 10-Q for its fiscal quarter ended June 30, 2000;
- (iv) the Company's Definitive Proxy Materials dated May 1, 2000;
- (v) the Company's Amended Current Report on Form 8-K/A, filed on January 18, 2000, relating to its Current Report on Form 8-K filed on November 19, 1999;
- (vi) the Company's Amended Current Report on Form 8-K/A, filed on January 27, 2000, relating to its Current Report on Form 8-K filed on December 22, 1999;
- (vii) the Company's Current Report on Form 8-K filed on September 15, 2000; and
- (viii) the description of the Company's Class A Common Stock contained in the Company's Registration Statement on Form 8-A, as amended, filed with the SEC pursuant to Section 12 of the Exchange Act.

All documents subsequently filed by the Registrant pursuant to sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document, all or a portion of which is incorporated or

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deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 6. Indemnification of Officers and Directors

The Registrant's Bylaws effectively provide that the Registrant shall, to the full extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time ("Section 145"), indemnify all persons whom it may indemnify pursuant thereto. In addition, the Registrant's Certificate of Incorporation eliminates personal liability of its directors to the full extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware, as amended from time to time ("Section 102(b)(7)").

Section 145 permits a corporation to indemnify its directors and officers against expenses (including attorneys' fees), judgments, fines and amounts paid

in settlements actually and reasonably incurred by them in connection with any action, suit or proceeding brought by a third party if such directors or officers acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reason to believe their conduct was unlawful. In a derivative action, indemnification may be made only for expenses actually and reasonably incurred by directors and officers in connection with the defense or settlement of an action or suit and only with respect to a matter as to which they shall have acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made if such person shall have been adjudged liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine upon application that the defendant officers or directors are reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Section 102(b)(7) provides that a corporation may eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for willful or negligent conduct in paying dividends or repurchasing stock out of other than lawfully available funds, or (iv) for any transaction from which the director derived an improper personal benefit. No such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective.

The Company maintains insurance against liabilities under the Securities Act for the benefit of its officers and directors.

Item 8. Exhibits

Exhibit Number - - - - -	Description - - - - -
4.1	Sonic Automotive, Inc. 1997 Stock Option Plan Amended and Restated as of June 5, 2000
4.2	Form of Incentive Stock Option Agreement and Grant pursuant to the Sonic Automotive, Inc. 1997 Stock Option Plan Amended and Restated as of June 5, 2000
4.3	Form of Nonstatutory Stock Option Agreement and Grant pursuant to the Sonic Automotive, Inc. 1997 Stock Option Plan Amended and Restated as of June 5, 2000
5.1	Opinion of Parker, Poe, Adams & Bernstein L.L.P. regarding the legality of securities registered
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23.1	Consent of Deloitte & Touche LLP
23.2	Consent of KPMG, LLP
23.3	Consent of Parker, Poe, Adams & Bernstein L.L.P. (included in Exhibit 5.1 to this Registration Statement)

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement;
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered), any deviation from the high or low end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange

Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3, Form S-8, or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement;

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy

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as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

[Signatures begin on next page]

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SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of North Carolina, on September 15, 2000

Sonic Automotive, Inc.

BY: /s/ O. Bruton Smith

O. Bruton Smith

Chief Executive Officer and Chairman

POWER OF ATTORNEY

We, the undersigned directors and officers of Sonic Automotive, Inc., do hereby constitute and appoint Messrs. O. Bruton Smith, Bryan Scott Smith, and Theodore M. Wright, each with full power of substitution, our true and lawful attorney-in-fact and agent to do any and all acts and things in our names and in our behalf in our capacities stated below, which acts and things either of them may deem necessary or advisable to enable Sonic Automotive, Inc. to comply with the Securities Act, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but not limited to, power and authority to sign for any and all of us in our names, in the capacities stated below, any and all amendments (including post-effective amendments) hereto and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission; and we do hereby ratify and confirm all that they shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<TABLE>		
<CAPTION>		
Signature	Title	Date
<S>	<C>	<C>
/s/ O. Bruton Smith ----- O. Bruton Smith	Chief Executive Officer (principle executive officer), Chairman and Director	September 15, 2000
/s/ Thomas A. Price ----- Thomas A. Price	Vice Chairman and Director	September 15, 2000
/s/ B. Scott Smith ----- B. Scott Smith	President, Chief Operating Officer and Director	September 15, 2000
/s/ Theodore M. Wright ----- Theodore M. Wright	Chief Financial Officer, Vice President-Finance, Treasurer (Principle Financial and Accounting Officer) and Director	September 15, 2000
/s/ Jeffrey C. Rachor ----- Jeffrey C. Rachor	Executive Vice President of Retail Operations and Director	September 15, 2000
/s/ William R. Brooks ----- William R. Brooks	Director	September 15, 2000
/s/ William P. Benton ----- William P. Benton	Director	September 15, 2000
/s/ William I. Belk ----- William I. Belk	Director	September 15, 2000
/s/ Robert Heller ----- H. Robert Heller	Director	September 15, 2000
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- 5.1 Opinion of Parker, Poe, Adams & Bernstein L.L.P. regarding the legality of securities registered
- 23.1 Consent of Deloitte & Touche LLP
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SONIC AUTOMOTIVE, INC.
1997 STOCK OPTION PLAN

Amended and Restated as of June 5, 2000

1. Purposes of Plan. The purposes of the Plan, which shall be known as the Sonic Automotive, Inc. 1997 Stock Option Plan and is hereinafter referred to as the "Plan", are (i) to provide incentives for key employees, directors, consultants and other individuals providing services to Sonic Automotive, Inc. (the "Company") and its subsidiaries and other related entities (each of which is referred to herein as a "Subsidiary") by encouraging their ownership of the Class A Common Stock, \$.01 par value per share, of the Company (the "Stock") and (ii) to aid the Company in retaining such key employees, directors, consultants and other individuals upon whose efforts the Company's success and future growth depends, and attracting other such employees, directors, consultants and other individuals.

2. Administration. The Plan shall be administered by a committee of the Board of Directors of the Company or subcommittee thereof (the "Committee"). The Committee shall be appointed from time to time by the Board of Directors of the Company (the "Board of Directors") and shall consist of not fewer than two of its members. In the event that no such Committee exists or is appointed, then the powers to be exercised by the Committee hereunder shall be exercised by the Board of Directors.

For purposes of administration, the Committee, subject to the terms of the Plan, shall have plenary authority to establish such rules and regulations, to make such determinations and interpretations, and to take such other administrative actions, as it deems necessary or advisable. All determinations and interpretations made by the Committee shall be final, conclusive and binding on all persons, including those granted options hereunder ("Optionees") and their legal representatives and beneficiaries.

Notwithstanding any other provisions of the Plan, the Committee may impose such conditions on any options as may be required to satisfy the requirements of Rule 16b-3 of the Securities Exchange Act of 1934, as amended (the "Act") or Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code").

The Committee shall hold its meetings at such times and places as it may determine. A majority of its members shall constitute a quorum. All determinations of the Committee shall be made by a majority of its members. Any decision or determination reduced to writing and signed by all members shall be as effective as if it had been made by a majority vote at a meeting duly called and held. The Committee may appoint a secretary (who need not be a member of the Committee). No member of the Committee shall be liable for any act or omission with respect to his service on the Committee, if he acts in good faith and in a manner he reasonably believes to be in or not opposed to the best interests of the Company.

3. Stock Available for Options. There shall be available for options under the Plan a total of 6,000,000 shares of Stock, subject to any adjustments which may be made pursuant to Section 5(f) hereof. Shares of Stock used for purposes of the Plan may be either authorized and unissued shares, or previously issued shares held in the treasury of the Company, or both. Shares of Stock covered by options which have terminated or expired prior to exercise, or which have been tendered as payment upon exercise of other options pursuant to Section 5(c), shall be available for further option grants hereunder.

4. Eligibility. Options under the Plan may be granted to key employees of the Company or any Subsidiary, including officers or directors of the Company or any Subsidiary, and to consultants and other individuals providing services to the Company or any Subsidiary. On and after June 5, 2000, options may no longer be granted under this Plan to "non-employee directors" within the meaning of Rule 16b-3 of the Act. Options may be granted to eligible persons whether or not they hold or have held options previously granted under the Plan or otherwise granted or assumed by the Company; provided, however, that the maximum number of shares of Stock with respect to which options may be granted under the Plan to any person during any calendar year shall be 500,000 shares of Stock (subject to adjustment in the same manner as provided in Section 5(f) with respect to shares of Stock subject to options then outstanding). In selecting recipients for options, the Committee may take into consideration any factors it may deem relevant, including its estimate of the individual's present and potential contributions to the success of the Company and its Subsidiaries. Service as a director, officer or consultant of or to the Company or any Subsidiary shall be considered employment for purposes of the Plan (and the period of such service shall be considered the period of employment for purposes of Section 5(d) of the Plan); provided, however, that incentive stock options may be granted under the Plan only to an individual who is an "employee" (as such term is used in Section 422 of the Code) of the Company or a Subsidiary which constitutes a "subsidiary corporation" within the meaning of Section 424(f) of the Code.

5. Terms and Conditions of Options. The Committee shall, in its discretion, prescribe the terms and conditions of the options to be granted hereunder, which terms and conditions need not be the same in each case, subject to the following:

(a) Option Price. The price at which each share of Stock may be purchased upon exercise of an option granted under the Plan shall be determined by the Committee in its discretion, but shall not be less than the fair market value per share of Stock on the date of grant of the option. In the case of any option intended to be an incentive stock option granted to an individual owning (directly or by attribution as provided in Section 424(d) of the Code), on the date of grant, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Subsidiary (which individual shall hereinafter be referred to as a "10% Stockholder"), the price at which each share of Stock may be purchased upon exercise of the option shall not be less than 110% of the fair market value per share of Stock on the date of grant of the option. The date of the grant of an option shall be the date specified by the Committee in its grant of the option. Except as otherwise provided in Section 5(f) of this Plan, the option price of an outstanding option under this Plan may not be repriced. Notwithstanding the foregoing, an option may be granted with an exercise price lower than that set forth above if such option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) of the Code.

For purposes of this Section 5(a), "fair market value" shall mean the last sale price regular way on the last trading day prior to the date of option grant, or, in case no sales take place on such date, the average of the closing high bid and low asked prices regular way, in either case on the principal national securities exchange on which the Stock is listed or admitted to trading, or if the

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Stock is not listed or admitted to trading on any national securities exchange, the last sale price reported on the National Market System of the National Association of Securities Dealers Automated Quotation system ("NASDAQ") on such date, or the average of the closing high bid and low asked prices of the Stock in the over-the-counter market reported on NASDAQ on such date, as furnished to the Committee by any New York Stock Exchange member selected from time to time by the Committee for such purpose. If there is no bid or asked price reported on any such date, the fair market value shall be determined by the Committee in accordance with the regulations promulgated under Section 2031 of the Code, or by any other appropriate method selected by the Committee.

(b) Option Period. The period for exercise of an option shall be determined by the Committee in its discretion but in no event shall the exercise period be more than ten years from the date of grant, or in the case of an option intended to be an incentive stock option granted to a 10% Stockholder, more than five years from the date of grant. Options may, in the discretion of the Committee, be made exercisable in installments during the option period. Any shares not purchased on any applicable installment date may be purchased thereafter at any time before the expiration of the option period, subject to Section 5(d) below.

(c) Exercise of Options. In order to exercise an option, the Optionee shall deliver to the Company written notice specifying the number of shares of Stock to be purchased, together with full payment of the purchase price therefor; provided that, for the purpose of assisting an Optionee to exercise an option, the Company may make loans to the Optionee or guarantee loans made by third parties to the Optionee, on such terms and conditions as the Board of Directors may authorize. The purchase price may be paid in (i) cash (or a certified or bank cashier's check payable to the order of the Company); (ii) shares of Stock owned by the Optionee, (iii) nonstatutory options granted under the Plan and held by the Optionee (provided, however, that the purchase price of Stock acquired under an incentive stock option may not be paid in options); or (iv) any combination of the foregoing methods. Shares of Stock tendered in payment on the exercise of an option shall be valued at their fair market value determined as described in Section 5(a) above, provided that the date of determination shall be the date of exercise. The fair market value of options tendered in payment upon exercise of other options shall be the fair market value of the underlying Stock, determined as aforesaid, less the total exercise price of the options. In addition, at the request of the Optionee, and subject to applicable laws and regulations, the Company may (but shall not be required to) cooperate in a "cashless exercise" of an option (i.e., the assignment to the Company of the proceeds from a sale of Stock acquired upon exercise of the option or from the proceeds of a loan from a brokerage firm). If the Optionee so requests, shares of Stock purchased upon exercise of an option may be issued in the name of the Optionee or another person. An Optionee shall have none of the rights of a stockholder until the shares of Stock are issued to him.

(d) Effect of Termination of Employment.

(i) An option may not be exercised after the Optionee has ceased to be in the employ of the Company or any Subsidiary for any reason other than the Optionee's death, Disability or Involuntary Termination Without Cause. A cessation of employment, for purposes of incentive stock options only, shall be deemed to occur on the ninety-first day of a leave of absence unless the Optionee's reemployment rights are guaranteed by law or by contract. "Cause" shall mean any act, action or series of acts or actions or any omission,

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omissions, or series of omissions which result in, or which have the effect of resulting in, (i) the commission of a crime by the Optionee involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Optionee at the expense of the Company or one of its Subsidiaries, (ii) a material violation of the Optionee's responsibilities, or the Optionee's gross negligence or willful misconduct, or (iii) the continuous, willful failure of the person in question to follow the reasonable directives of the Board of Directors. "Disability" shall mean the inability or failure of a person to perform those duties for the Company or any Subsidiary traditionally assigned to and performed by such person because of the person's then-existing physical or mental condition, impairment or incapacity. The fact of disability shall be determined by the Committee, which may consider such evidence as it considers desirable under the circumstances, the determination of which shall be final and binding upon all parties. "Involuntary Termination Without Cause" shall mean either (i) the dismissal of, or the request for the resignation of, a person, by court order, order of any court-appointed liquidator or trustee of the Company, or the order or request of any creditors' committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to Cause; or (ii) the dismissal of, or the request for the resignation of, a person, by a duly constituted corporate officer of the Company or any Subsidiary, or by the Board, for any reason other than for Cause.

(ii) During the three months after the date of the Optionee's Involuntary Termination Without Cause, the Optionee shall have the right to exercise the options granted under the Plan, but only to the extent the options were exercisable on the date of the cessation of the Optionee's employment.

(iii) During the twelve months after the Optionee's employment with the Company or any Subsidiary ceases as a result of the Optionee's Disability, the Optionee shall have the right to exercise the options granted under the Plan, but only to the extent the options were exercisable on the date of the cessation of the Optionee's employment.

(iv) In the event of the death of the Optionee while employed or, in the event of the death of the Optionee after cessation of employment described in subparagraph (ii) or (iii), above, but within the three-month or twelve-month period described in subparagraph (ii) or (iii), above, the options granted under the Plan shall be exercisable until the expiration of twelve months following the Optionee's death, but only to the extent the option was exercisable on the date of the cessation of the Optionee's employment. During such extended period, the option may be exercised by the person or persons to whom the deceased Optionee's rights under the Option Agreement shall pass by will or by the laws of descent and distribution. The provisions of this subparagraph (iv) shall apply to any outstanding options which are incentive stock options to the extent permitted by Sections 421 and 422(d) of the Code and such outstanding options in excess thereof shall, immediately upon the death of the Optionee, be treated for all purposes of the Plan as nonstatutory stock options and shall be exercisable as such as provided in this subparagraph (iv).

In no event shall any option be exercisable beyond the applicable exercise period determined pursuant to Section 5(b) of the Plan. Nothing in the Plan or in any option granted pursuant to the Plan (in the absence of an express provision to the contrary) shall confer on any individual any right to continue in the employ of the Company or any Subsidiary or interfere in any way with the right of the Company or Subsidiary to terminate his employment at any time.

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(e) Nontransferability of Options. Except as otherwise set forth herein, during the lifetime of an Optionee, options held by such Optionee shall be exercisable only by him, and no option shall be transferable

other than by will or the laws of descent and distribution. Notwithstanding the foregoing, the Committee, in its absolute discretion, may grant nonstatutory stock options that may be transferred without consideration, in whole or in part, by the Optionee to (i) the Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, or any person sharing the Optionee's household (other than a tenant or employee) ("Family Members"); (ii) a trust in which Family Members have more than 50% of the beneficial interest; (iii) a foundation in which Family Members (or the Optionee) control the management of assets; or (iv) any other entity in which Family Members (or the Optionee) own more than 50% of the voting interests. In all cases, the Committee must be notified in advance in writing of the terms of any proposed transfer to a permitted transferee and such transfers may occur only with the consent of and subject to the rules and conditions imposed by the Committee. The transferee and the transferred options shall continue to be subject to the same terms and conditions as were applicable immediately prior to the transfer. The provisions of the Plan, including, but not limited to, those set forth in Section 5(b) and (d), shall continue to apply with respect to the Optionee and the option shall be exercisable by the transferee only to the extent and for the periods specified herein and in any applicable option agreement. The Optionee shall remain subject to withholding taxes upon exercise of any transferred option by the transferee.

(f) Adjustments for Change in Stock Subject to Plan. In the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Company, unless the Committee should determine otherwise, corresponding adjustments automatically shall be made to the number and kind of shares available for issuance under this Plan, the number and kind of shares covered by outstanding options under this Plan, and the exercise price per share for outstanding options. In addition, the Committee may make such other adjustments as it determines to be equitable.

(g) Acceleration of Exercisability of Options Upon Occurrence of Certain Events. In connection with any merger or consolidation in which the Company is not the surviving corporation and which results in the holders of the outstanding voting securities of the Company (determined immediately prior to such merger or consolidation) owning less than a majority of the outstanding voting securities of the surviving corporation (determined immediately following such merger or consolidation), or any sale or transfer by the Company of all or substantially all of its assets or any tender offer or exchange offer for or the acquisition, directly or indirectly, by any person or group of all or a majority of the then-outstanding voting securities of the Company, all outstanding options under the Plan shall become exercisable in full, notwithstanding any other provision of the Plan or of any outstanding options granted thereunder, on and after (i) the fifteenth day prior to the effective date of such merger, consolidation, sale, transfer or acquisition or (ii) the date of commencement of such tender offer or exchange offer, as the case may be. The provisions of the foregoing sentence shall apply to any outstanding options which are incentive stock options to the extent permitted by Section 422(d) of the Code and such outstanding options in excess thereof shall, immediately upon the occurrence of the event described in clause (i) or (ii) of the foregoing sentence, be treated for all purposes of the Plan as nonstatutory stock options and shall be immediately exercisable as such

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as provided in the foregoing sentence. Notwithstanding the foregoing, in no event shall any option be exercisable after the date of termination of the exercise period of such option determined pursuant to Sections 5(b) and 5(d).

(h) Registration, Listing and Qualification of Shares of Stock. Each option shall be subject to the requirement that if at any time the Board of Directors shall determine that the registration, listing or qualification of shares of Stock covered thereby upon any securities exchange or under any federal or state law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such option or the purchase of shares of Stock thereunder, no such option may be exercised unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board of Directors. The Company may require that any person exercising an option shall make such representations and agreements and furnish such information as it deems appropriate to assure compliance with the foregoing or any other applicable legal requirement.

(i) Other Terms and Conditions. The Committee may impose such other terms and conditions, not inconsistent with the terms hereof, on the grant or exercise of options, as it deems advisable.

(j) Reload Options. If upon the exercise of an option granted under the Plan (the "Original Option") the Optionee pays the purchase price for the Original Option pursuant to Section 5(c) in whole or in part in shares of Stock owned by the Optionee for at least six months, the Company shall grant to the Optionee on the date of such exercise an additional option under the Plan (the "Reload Option") to purchase that number of shares of Stock equal to the number of shares of Stock so held for at least six months transferred to the Company in payment of the purchase price in the exercise of the Original Option. The price at which each share of Stock covered by the Reload Option may be purchased shall be the market value per share of Stock (as specified in Section 5(c)) on the date of exercise of the Original Option. The Reload Option shall not be exercisable until one year after the date the Reload Option is granted or after the expiration date of the Original Option. Upon the payment of the purchase price for a Reload Option granted hereunder in whole or in part in shares of Stock held for more than six months pursuant to Section 5(c), the Optionee is entitled to receive a further Reload Option in accordance with this Section 5(j). Shares of Stock covered by a Reload Option shall not reduce the number of shares of Stock available under the Plan pursuant to Section 3.

6. Additional Provisions Applicable to Incentive Stock Options. The Committee may, in its discretion, grant options under the Plan which constitute "incentive stock options" within the meaning of Section 422 of the Code to eligible employees of the Company and its "subsidiary corporations" within the meaning of Section 424(f) of the Code, provided, however, that the aggregate market value of the Stock (determined as of the date the incentive stock option is granted) with respect to which incentive stock options are exercisable for the first time by the Optionee during any calendar year shall not exceed \$100,000 or such other limitation set forth in Section 422(d) of the Code.

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7. Effectiveness of Plan. The Plan became effective when it was adopted and approved by the Board of Directors and the stockholders of the Company on October 9, 1997. The Plan was amended and restated effective as of December 3, 1998 and again amended and restated effective as of June 8, 1999; provided, however, that the amendments to Section 5(e) contained in the June 8, 1999 restatement also shall apply to all outstanding nonstatutory stock options under the Plan as of June 8, 1999. This amendment and restatement of the Plan shall be effective as of June 5, 2000, subject to approval by the stockholders of the Company at the 2000 Annual Meeting of Stockholders.

8. Amendment and Termination. The Board of Directors may at any time amend the Plan or the terms of any option outstanding under the Plan; provided, however, that, except as contemplated in Section 5(f), the Board of Directors shall not, without approval by a majority of the votes cast by the stockholders of the Company at a meeting of stockholders at which a proposal to amend the Plan is voted upon, (i) increase the maximum number of shares of Stock for which options may be granted under the Plan, or (ii) except as otherwise provided in the Plan, amend the requirements as to the class of employees eligible to receive options. The Board of Directors may terminate the Plan at any time. Unless the Plan shall theretofore have been terminated, the Plan shall terminate, and no option shall be granted hereunder after, October 9, 2007. No amendment or termination of the Plan or any option outstanding under the Plan may, without the consent of an Optionee, adversely affect the rights of such Optionee under any option held by such Optionee.

9. Withholding. It shall be a condition to the obligation of the Company to issue shares of Stock upon exercise of an option that the Optionee (or any beneficiary or person entitled to act under Section 5(d) hereof) remit to the Company, or make arrangements satisfactory to the Company to pay through payroll withholding or otherwise, such amount as may be requested by the Company to meet any federal, state or local tax withholding obligations with respect to such exercise. If the amount requested is not paid, the Company may refuse to issue such shares of Stock.

10. Other Actions. Nothing contained in the Plan shall be construed to limit the authority of the Company to exercise its corporate rights and powers, including, but not by way of limitation, the right of the Company to grant or assume options for proper corporate purposes other than under the Plan with respect to any employee or other person, firm, corporation or association.

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FORM OF
STATUTORY INCENTIVE STOCK OPTION AGREEMENT AND GRANT
PURSUANT TO THE
SONIC AUTOMOTIVE, INC. 1997 STOCK OPTION PLAN

This Statutory Incentive Stock Option Agreement and Grant is entered into as of {Date_Granted} between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and {First_Name} {Last_Name} (the "Optionee").

WHEREAS, the Company and its stockholders have approved the Sonic Automotive, Inc. 1997 Stock Option Plan (the "Plan"), pursuant to which the Company may, from time to time, grant Options (as defined below) to and enter into Statutory Incentive Stock Option Agreements with, eligible employees of the Company or any Subsidiary (as defined below);

WHEREAS, pursuant to the Plan, the Company has determined to grant to the Optionee an Option to purchase shares of Common Stock (as defined below) of the Company, which Option shall be subject to the terms and conditions of this Statutory Incentive Stock Option Agreement and Grant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Definitions. For purposes of this Statutory Incentive Stock Option Agreement and Grant, the following terms shall have the meanings indicated:

(a) "Act" shall mean the Securities Act of 1933, as amended.

(b) "Board" shall mean the Board of Directors of the Company.

(c) "Cause" shall mean any act, action or series of acts or actions or any omission, omissions, or series of omissions which result in, or which have the effect of resulting in, (i) the commission of a crime by the Optionee involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Optionee at the expense of the Company or any Subsidiary, (ii) a material violation of the Optionee's responsibilities, (iii) the Optionee's gross negligence or willful misconduct, or (iv) the continuous, willful failure of the Optionee to follow the reasonable directives of the Board.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, any successor revenue laws of the United States and the rules and regulations promulgated thereunder.

(e) "Committee" shall mean the committee of members of the Board that is designated by the Board to administer the Plan. In the event that no such Committee exists or is appointed, "Committee" shall mean the Board.

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(f) "Common Stock" shall mean the Class A Common Stock, par value \$.01 per share, of the Company.

(g) "Disability" shall mean the inability or failure of a person to perform those duties for the Company or any Subsidiary traditionally assigned to and performed by such person because of the person's then-existing physical or mental condition, impairment or incapacity. The fact of disability shall be determined by the Committee, which may consider such evidence as it considers desirable under the circumstances, the determination of which shall be final and binding upon all parties.

(h) "Exercise Date" shall mean the business day, during the Option Period, upon which the Optionee delivers to the Company the written notice and consideration contemplated by Section 5 of the Plan.

(i) "Fair Market Value" shall mean the fair market value of the Common Stock determined as provided in the Plan.

(j) "Involuntary Termination Without Cause" shall mean either (i) the dismissal of, or the request for the resignation of, a person, by court order, order of any court-appointed liquidator or trustee of the Company, or the order or request of any creditors' committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to Cause; or (ii) the dismissal of, or the request for the resignation of, a person, by a duly constituted corporate officer of the Company or any Subsidiary, or by the Board, for any reason other than for Cause.

(k) "Option" shall mean the option to purchase shares of Common Stock granted to the Optionee pursuant to this Option Agreement.

(l) "Option Agreement" shall mean this Statutory Incentive

Stock Option Agreement and Grant between the Company and the Optionee by which the Option is granted to the Optionee pursuant to the Plan.

(m) "Option Period" shall mean the period commencing from the date of this Option Agreement and ending at the close of business ten years from the date of this Option Agreement (or five years in the case of a Ten Percent Shareholder) or such earlier date as when this Option Agreement may be terminated by its terms.

(n) "Option Shares" shall mean the shares of Common Stock purchased upon exercise of the Option.

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(o) "Optionee" shall mean the individual executing this Option Agreement and, as applicable, the estate, personal representative, or beneficiary to whom this Option may be transferred pursuant to this Option Agreement by will or by the laws of descent and distribution.

(p) "Plan" shall mean the Sonic Automotive, Inc. 1997 Stock Option Plan, as amended from time to time.

(q) "Retirement" shall mean, with respect to the Optionee, retirement from the Company and its Subsidiaries in accordance with the applicable retirement policy as may be in effect from time to time.

(r) "Subsidiary" shall mean any subsidiary corporation of the Company within the meaning of Sections 424(f) and (g) of the Code.

(s) "Ten Percent Shareholder" shall mean an individual owning, directly or by attribution as provided in Section 424(d) of the Code, on the date of grant of the Option, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Subsidiary.

(t) "Termination" shall mean the cessation, for any reason, of the employer-employee relationship between the Optionee and the Company and its Subsidiaries.

(u) "Total Option Price" shall mean the consideration payable to the Company by the Optionee upon exercise of the Option.

2. Grant of Option. Effective upon the date hereof, and subject to the terms and conditions set forth herein, the Company hereby grants to the Optionee the Option to purchase from the Company, at an exercise price of \$_____ per share (but not less than 100% of the Fair Market Value per share on the date hereof, or in the case of a Ten Percent Shareholder, not less than 110% of the Fair Market Value per share on the date hereof), up to but not exceeding in the aggregate {M_of_Shares} shares of Common Stock.

3. Exercise of Option. The Option granted in paragraph 2 above may be exercised as follows:

(a) The Option shall become exercisable during the Option Period in three equal annual installments, with the Option becoming exercisable one year from the date hereof with respect to one-third of the total number of shares covered by the Option, and the Option becoming exercisable two years from the date hereof with respect to another one-third of the total number of shares covered by the Option, and the Option becoming exercisable three years from the date hereof with

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respect to the final one-third of the total number of shares covered by the Option; provided, however, that if the aggregate Fair Market Value of shares of Common Stock (determined based on the per share value at the date of grant) with respect to which this Option (together with all other incentive stock options granted to the Optionee under all stock option plans of the Company, including the Plan) is exercisable for the first time in any calendar year exceeds \$100,000 (or such other limit as may be in effect under Section 422(d) of the Code), then the portion of the Option attributable to the shares with an aggregate Fair Market Value in excess of \$100,000 (or such other applicable limit) shall not then be exercisable, or, alternatively, the Committee in its sole and absolute discretion may elect to treat such portion as nonstatutory stock options. In the event of the Optionee's Retirement, the Committee in its sole and absolute discretion may accelerate the Exercise Date, which acceleration may, in the sole and absolute discretion of the Committee, be subject to further terms and conditions mandated by the Committee. The Option shall terminate on the expiration of the Option Period, if not earlier terminated.

(b) No less than 100 shares of Common Stock may be purchased on any Exercise Date unless the number of shares purchased at such time is the total number of shares in respect of which the Option is then exercisable.

(c) If at any time and for any reason the Option covers a fraction of a share, then upon exercise of the Option, the Optionee shall receive the Fair Market Value of such fractional share in cash.

(d) The Option shall be exercised by the Optionee in accordance with the terms and conditions of Section 5 of the Plan.

(e) As soon as administratively practicable after the Exercise Date, subject to the receipt of payment of the Total Option Price and payment of any federal, state or local income tax withholding or other employment tax that may be due upon the issuance of the Option Shares as determined by the Company pursuant to paragraph 6 below, the Company shall issue to the Optionee, and the Optionee shall become the holder of record of, the number of shares with respect to which such Option shall be so exercised.

(f) The Option is not transferable by the Optionee otherwise than by will or the laws of descent and distribution. No assignment or transfer of the Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall vest in the assignee or transferee any interest or right herein whatsoever; but immediately upon any attempt to assign or

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transfer this Option, except as expressly permitted herein, the same shall terminate and be of no force or effect.

(g) The Optionee agrees to maintain the status of the entire Option as an "incentive stock option" as defined under Section 422 of the Code. In addition, the Optionee shall promptly notify the Chief Financial Officer of the Company if the Optionee disposes of any of the Option Shares acquired pursuant to this Option within one year of the date the Optionee exercised the Option with respect to such Option Shares or within two years of the date of grant of the Option. At any time during the one-year and two-year periods set forth above, the Company may place a legend or legends on any certificate(s) representing such Option Shares requesting the transfer agent for the Company's Common Stock to notify the Company of any such transfers. The obligation of the Optionee to notify the Chief Financial Officer of the Company of any such transfer shall continue even if a legend is placed on the applicable share certificate.

4. Termination. The Option granted hereby shall terminate and be of no force or effect upon and following the earliest to occur of any of the following events:

(a) The expiration of the Option Period.

(b) The Optionee's Termination for any reason other than the Optionee's death, Disability or Involuntary Termination Without Cause.

(c) The expiration of three months after the date of the Optionee's Involuntary Termination Without Cause. During such three-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Optionee's Involuntary Termination Without Cause.

(d) The expiration of twelve months after the Optionee's Termination as a result of the Optionee's Disability. During such twelve-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Optionee's Termination.

(e) In the event of the Optionee's Termination as a result of the Optionee's death, or in the event of the Optionee's death after Termination described in subparagraph (c) or (d) above but within the three-month or twelve-month period described in subparagraph (c) or (d) above, upon the expiration of twelve months following the Optionee's death. During such extended period, the Option may be exercised by the person or persons to whom the deceased Optionee's rights under the Option Agreement shall pass by will or by the laws of descent and

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distribution, but only to the extent the Option was exercisable on the date of the Optionee's Termination.

(f) To the extent set forth in paragraph 7 below, upon the dissolution, liquidation, consolidation or merger of the Company, and to the extent set forth in subparagraph 3(f) above, upon an attempted assignment or transfer of the Option other than as expressly permitted herein.

Any determination made by the Committee with respect to any matter

referred to in this paragraph 4 shall be final and conclusive on all persons affected thereby.

5. Rights as Stockholder. An Optionee shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying the Option until the Optionee shall have become the holder of record of such Common Stock upon payment of the Total Exercise Price in accordance with the terms and provisions hereof. Subject to paragraph 7 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Optionee shall have become the holder of record of the shares of Common Stock acquired pursuant to the Option.

6. Payment of Withholding Taxes. Upon the Optionee's exercise of his or her Option with respect to any of the Option Shares in accordance with the provisions of paragraph 3 above, the Optionee shall pay to the Company, through payroll or other withholding (which withholding the Optionee hereby authorizes) or other means acceptable to the Company, the amount of any federal, state or local income tax withholding or other employment tax obligations that may arise in connection with or be due upon such exercise. The determination of the amount of any such federal, state or local income tax withholding or other employment tax due in such event shall be made by the Company and shall be binding upon the Optionee. If the amount requested is not paid, the Company may refuse to issue the Common Stock. Nothing in this paragraph shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

7. Recapitalization; Reorganization. The shares underlying this Option are shares of Common Stock as constituted on the date of this Option Agreement, but if, during the Option Period and prior to the delivery by the Company of all of the shares of Common Stock with respect to which this Option is granted, the Company shall effect a subdivision or consolidation of shares or other capital readjustment, the payment of a stock dividend or some other increase or decrease in the number of shares of Common Stock outstanding, without receiving compensation therefor in money, services or property, then (a) in the event of any increase in the number of such shares outstanding, the number of shares of Common Stock then remaining subject to this Option shall be proportionately increased (except that any fraction of a share resulting from any such adjustment shall be excluded from the operation of this Option Agreement), and the exercise price per share shall be proportionately reduced, and (b) in the event of a reduction in the number of such shares outstanding, the number of shares of Common Stock then remaining subject to this Option shall be proportionately reduced (except that any

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fractional share resulting from any such adjustment shall be excluded from the operation of this Option Agreement), and the exercise price per share shall be proportionately increased.

In the event of a merger of one or more corporations into the Company with respect to which the Company shall be the surviving or resulting corporation, the Optionee shall, at no additional cost, be entitled upon any exercise of this Option to receive (subject to any required action by shareholders), in lieu of the number of shares as to which this Option shall then be so exercised, the number and class of shares of stock or other securities to which the Optionee would have been entitled pursuant to the terms of the agreement of merger if, immediately prior to such merger, the Optionee had been the holder of record of a number of shares of Common Stock of the Company equal to the number of shares as to which such Option shall be so exercised; provided, however, that, anything herein contained to the contrary notwithstanding, upon the occurrence of any event described in Section 5(g) of the Plan, this Option shall be subject to acceleration as provided in such Section 5(g).

In the event of a change in the Common Stock as presently constituted, which change is limited to a change of all of the authorized shares with par value into the same number of shares with a different par value or without par value, the shares resulting from any such change shall be deemed to be the Common Stock within the meaning of the Plan.

The existence of this Option shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, dividends, stock dividends, recapitalization, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting, the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. No Registration Rights. Anything in this Option Agreement to the contrary notwithstanding, if, at any time specified herein for the issuance of

Option Shares, any law, regulation or requirements of any governmental authority having jurisdiction in the premises shall require either the Company or the Optionee, in the opinion of the Company's counsel, to take any action in connection with the shares then to be issued, the issuance of such shares shall be deferred until such action shall have been taken. Nothing in this Option Agreement shall be construed to obligate the Company at any time to file or maintain the effectiveness of a registration statement under the Act, or under the securities laws of any state or other jurisdiction, or to take or cause to be taken any action which may be necessary in order to provide an exemption from the registration requirements of the Act under Rule 144 or any other exemption with respect to the Option Shares or otherwise for resale or other transfer by the Optionee (or by the executor or administrator of such Optionee's estate or a person who acquired the Option or any Option Shares or other rights by bequest, inheritance or otherwise by reason of the death of the Optionee) as a result of the exercise of an Option granted pursuant to this Option Agreement.

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9. Resolution of Disputes. Any question of interpretation, dispute or disagreement that arises under, or as a result of, or pursuant to, this Option Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any such determination or other determination or interpretation by the Committee under or pursuant to this Option Agreement, shall be final, binding and conclusive on all parties affected thereby.

10. Compliance with the Act. Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Optionee upon exercise of the Option granted hereby unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Act and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or "blue sky" laws.

11. Miscellaneous.

(a) Binding on Successors and Representatives. This Option Agreement shall be binding not only upon the parties, but also upon their heirs, executors, administrators, personal representatives, successors and assigns (including any transferee of a party to this Agreement); and the parties agree, for themselves and their successors, assigns (including any transferee of a party to this Agreement) and representatives, to execute any instrument which may be necessary legally to effect the terms and conditions of this Option Agreement.

Entire Agreement. This Option Agreement, together with the Plan, constitutes the entire agreement of the parties with respect to the Option and supersedes any previous agreement, whether written or oral, with respect thereto. This Option Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Option Agreement and the terms of the Plan, the terms of the Plan shall control.

Amendment. Neither this Option Agreement nor any of the terms and conditions herein set forth may be altered or amended orally, and any such alteration or amendment shall be effective only when reduced to writing and signed by each of the parties or their respective successors and assigns.

Construction of Terms. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires.

Notices. All notices, requests and amendments under this Option Agreement shall be in writing, and notices shall be deemed to have been given when personally delivered or sent prepaid registered mail:

if to the Company, at the following address:

Sonic Automotive, Inc.
5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218
Attention: Chief Financial Officer

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or at such other address as the Company shall designate by notice.

if to the Optionee, to the Optionee's address appearing in the Company's employment records, or at such other address as the Optionee shall designate by notice.

Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina (excluding the principles of conflict of laws thereof).

Severability. The invalidity or unenforceability of any particular provision of this Option Agreement shall not affect the other provisions hereof, and this Option Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Incentive Stock Option. The Option granted hereunder is intended to be an "incentive stock option" under Section 422 of the Code.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first written above.

SONIC AUTOMOTIVE, INC.

OPTIONEE:{First_Name}{Last_Name}

By: _____ (SEAL)

FORM OF
NONSTATUTORY STOCK OPTION AGREEMENT AND GRANT
PURSUANT TO THE
SONIC AUTOMOTIVE, INC. 1997 STOCK OPTION PLAN

This Nonstatutory Stock Option Agreement and Grant is entered into as of {Date_Granted} between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and {First_Name} {Last_Name} (the "Optionee").

WHEREAS, the Company and its stockholders have approved the Sonic Automotive, Inc. 1997 Stock Option Plan (the "Plan"), pursuant to which the Company may, from time to time, grant Options (as defined below) to and enter into Nonstatutory Stock Option Agreements with, eligible employees and other individuals providing services to the Company or any Subsidiary (as defined below);

WHEREAS, pursuant to the Plan, the Company has determined to grant to the Optionee an Option to purchase shares of Common Stock (as defined below) of the Company, which Option shall be subject to the terms and conditions of this Nonstatutory Stock Option Agreement and Grant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Definitions. For purposes of this Nonstatutory Stock Option Agreement and Grant, the following terms shall have the meanings indicated:

(a) "Act" shall mean the Securities Act of 1933, as amended.

(b) "Board" shall mean the Board of Directors of the Company.

(c) "Cause" shall mean any act, action or series of acts or actions or any omission, omissions, or series of omissions which result in, or which have the effect of resulting in, (i) the commission of a crime by the Optionee involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Optionee at the expense of the Company or any Subsidiary, (ii) a material violation of the Optionee's responsibilities, (iii) the Optionee's gross negligence or willful misconduct, or (iv) the continuous, willful failure of the Optionee to follow the reasonable directives of the Board.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, any successor revenue laws of the United States and the rules and regulations promulgated thereunder.

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(e) "Committee" shall mean the committee of members of the Board that is designated by the Board to administer the Plan. In the event that no such Committee exists or is appointed, "Committee" shall mean the Board.

(f) "Common Stock" shall mean the Class A Common Stock, par value \$.01 per share, of the Company.

(g) "Disability" shall mean the inability or failure of a person to perform those duties for the Company or any Subsidiary traditionally assigned to and performed by such person because of the person's then-existing physical or mental condition, impairment or incapacity. The fact of disability shall be determined by the Committee, which may consider such evidence as it considers desirable under the circumstances, the determination of which shall be final and binding upon all parties.

(h) "Exercise Date" shall mean the business day, during the Option Period, upon which the Optionee delivers to the Company the written notice and consideration contemplated by Section 5 of the Plan.

(i) "Fair Market Value" shall mean the fair market value of the Common Stock determined as provided in the Plan.

(j) "Family Member" shall mean the Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, or any person sharing the Optionee's household (other than a tenant or employee).

(k) "Involuntary Termination Without Cause" shall mean either (i) the dismissal of, or the request for the resignation of, a person, by court order, order of any court-appointed liquidator or trustee of the Company, or the order or request of any creditors' committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no

specific reference to Cause; or (ii) the dismissal of, or the request for the resignation of, a person, by a duly constituted corporate officer of the Company or any Subsidiary, or by the Board, for any reason other than for Cause.

(l) "Option" shall mean the option to purchase shares of Common Stock granted to the Optionee pursuant to this Option Agreement.

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(m) "Option Agreement" shall mean this Nonstatutory Stock Option Agreement and Grant between the Company and the Optionee by which the Option is granted to the Optionee pursuant to the Plan.

(n) "Option Period" shall mean the period commencing from the date of this Option Agreement and ending at the close of business ten years from the date of this Option Agreement or such earlier date as when this Option Agreement may be terminated by its terms.

(o) "Option Shares" shall mean the shares of Common Stock purchased upon exercise of the Option.

(p) "Optionee" shall mean the individual executing this Option Agreement and, as applicable, the estate, personal representative, beneficiary or Permitted Transferee to whom this Option may be transferred pursuant to this Option Agreement by will, by the laws of descent and distribution, pursuant to a qualified domestic relations order as defined in the Code, or as otherwise permitted by paragraph 3(f) below.

(q) "Permitted Transferee" shall mean a Family Member, a trust in which Family Members have more than fifty percent of the beneficial interest, a foundation in which Family Members (or the Optionee) control the management of assets, and any other entity in which Family Members (or the Optionee) own more than fifty percent of the voting interests.

(r) "Plan" shall mean the Sonic Automotive, Inc. 1997 Stock Option Plan, as amended from time to time.

(s) "Retirement" shall mean, with respect to the Optionee, retirement from the Company and its Subsidiaries in accordance with the applicable retirement policy as may be in effect from time to time.

(t) "Subsidiary" shall mean any subsidiary entity of the Company.

(u) "Termination" shall mean the Optionee's ceasing to perform services for the Company and its Subsidiaries.

(v) "Total Option Price" shall mean the consideration payable to the Company by the Optionee upon exercise of the Option.

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2. Grant of Option. Effective upon the date hereof, and subject to the terms and conditions set forth herein, the Company hereby grants to the Optionee the Option to purchase from the Company, at an exercise price of \$_____ per share, up to but not exceeding in the aggregate {M_of_Shares} shares of Common Stock.

3. Exercise of Option. The Option granted in paragraph 2 above may be exercised as follows:

(a) The Option shall become exercisable during the Option Period in three equal annual installments, with the Option becoming exercisable one year from the date hereof with respect to one-third of the total number of shares covered by the Option, and the Option becoming exercisable two years from the date hereof with respect to another one-third of the total number of shares covered by the Option, and the Option becoming exercisable three years from the date hereof with respect to the final one-third of the total number of shares covered by the Option; provided that, in the event of the Optionee's Retirement, the Committee in its sole and absolute discretion may accelerate the Exercise Date, which acceleration may, in the sole and absolute discretion of the Committee, be subject to further terms and conditions mandated by the Committee. The Option shall terminate on the expiration of the Option Period, if not earlier terminated.

(b) No less than 100 shares of Common Stock may be purchased on any Exercise Date unless the number of shares purchased at such time is the total number of shares in respect of which the Option is then exercisable.

(c) If at any time and for any reason the Option covers a fraction of a share, then upon exercise of the Option, the Optionee shall receive the Fair Market Value of such fractional share in cash.

(d) The Option shall be exercised by the Optionee in accordance with the terms and conditions of Section 5 of the Plan.

(e) As soon as administratively practicable after the Exercise Date, subject to the receipt of payment of the Total Option Price and payment of any federal, state or local income tax withholding or other employment tax that may be due upon the issuance of the Option Shares as determined by the Company pursuant to paragraph 6 below, the Company shall issue to the Optionee, and the Optionee shall become the holder of record of, the number of shares with respect to which such Option shall be so exercised.

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(f) The Option is not transferable by the Optionee otherwise than (i) by will or the laws of descent and distribution; (ii) pursuant to a qualified domestic relations order as defined in the Code; or (iii) by transfer without consideration to a Permitted Transferee. In the case of a transfer pursuant to (iii) above, the Committee must be notified in advance in writing of the terms of any proposed transfer to a Permitted Transferee and such transfers may occur only with the consent of and subject to the rules and conditions imposed by the Committee. The Permitted Transferee and the Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to the transfer. The provisions of the Plan and this Option Agreement shall continue to apply with respect to the Optionee, and the Option shall be exercisable by the Permitted Transferee only to the extent and for the periods specified herein. The Optionee shall remain subject to withholding taxes upon exercise of any transferred Option by the Permitted Transferee. No assignment or transfer of the Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall vest in the assignee or transferee any interest or right herein whatsoever; but immediately upon any attempt to assign or transfer this Option, except as expressly permitted herein, the same shall terminate and be of no force or effect.

4. Termination. The Option granted hereby shall terminate and be of no force or effect upon and following the earliest to occur of any of the following events:

(a) The expiration of the Option Period.

(b) The Optionee's Termination for any reason other than the Optionee's death, Disability or Involuntary Termination Without Cause.

(c) The expiration of three months after the date of the Optionee's Involuntary Termination Without Cause. During such three-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Optionee's Involuntary Termination Without Cause.

(d) The expiration of twelve months after the Optionee's Termination as a result of the Optionee's Disability. During such twelve-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Optionee's Termination.

(e) In the event of the Optionee's Termination as a result of the Optionee's death, or in the event of the Optionee's death after Termination described in subparagraph (c) or (d) above but within the three-month or twelve-month period described in subparagraph (c) or (d)

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above, upon the expiration of twelve months following the Optionee's death. During such extended period, the Option may be exercised by the person or persons to whom the deceased Optionee's rights under the Option Agreement shall pass by will or by the laws of descent and distribution, but only to the extent the Option was exercisable on the date of the Optionee's Termination.

(f) To the extent set forth in paragraph 7 below, upon the dissolution, liquidation, consolidation or merger of the Company, and to the extent set forth in subparagraph 3(f) above, upon an attempted assignment or transfer of the Option other than as expressly permitted herein.

Any determination made by the Committee with respect to any matter referred to in this paragraph 4 shall be final and conclusive on all persons affected thereby.

5. Rights as Stockholder. An Optionee shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying the Option until the Optionee shall have become the holder of record of such Common Stock upon payment of the Total Exercise Price in accordance with the terms and provisions hereof. Subject to paragraph 7 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Optionee shall have become the holder of record of the shares of Common Stock acquired pursuant to the Option.

6. Payment of Withholding Taxes. Upon the Optionee's exercise of his or her Option with respect to any of the Option Shares in accordance with the provisions of paragraph 3 above, the Optionee shall pay to the Company, through payroll or other withholding (which withholding the Optionee hereby authorizes) or other means acceptable to the Company, the amount of any federal, state or local income tax withholding or other employment tax obligations that may arise in connection with or be due upon such exercise. The determination of the amount of any such federal, state or local income tax withholding or other employment tax due in such event shall be made by the Company and shall be binding upon the Optionee. If the amount requested is not paid, the Company may refuse to issue the Common Stock. Nothing in this paragraph shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

7. Recapitalization; Reorganization. The shares underlying this Option are shares of Common Stock as constituted on the date of this Option Agreement, but if, during the Option Period and prior to the delivery by the Company of all of the shares of Common Stock with respect to which this Option is granted, the Company shall effect a subdivision or consolidation of shares or other capital readjustment, the payment of a stock dividend or some other increase or decrease in the number of shares of Common Stock outstanding, without receiving compensation therefor in money, services or property, then (a) in the event of any increase in the number of such shares outstanding, the number of shares of Common Stock then remaining subject to this Option shall be proportionately increased (except that any fraction of a share resulting from any such adjustment shall be excluded from the operation of this Option

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Agreement), and the exercise price per share shall be proportionately reduced, and (b) in the event of a reduction in the number of such shares outstanding, the number of shares of Common Stock then remaining subject to this Option shall be proportionately reduced (except that any fractional share resulting from any such adjustment shall be excluded from the operation of this Option Agreement), and the exercise price per share shall be proportionately increased.

In the event of a merger of one or more corporations into the Company with respect to which the Company shall be the surviving or resulting corporation, the Optionee shall, at no additional cost, be entitled upon any exercise of this Option to receive (subject to any required action by shareholders), in lieu of the number of shares as to which this Option shall then be so exercised, the number and class of shares of stock or other securities to which the Optionee would have been entitled pursuant to the terms of the agreement of merger if, immediately prior to such merger, the Optionee had been the holder of record of a number of shares of Common Stock of the Company equal to the number of shares as to which such Option shall be so exercised; provided, however, that, anything herein contained to the contrary notwithstanding, upon the occurrence of any event described in Section 5(g) of the Plan, this Option shall be subject to acceleration as provided in such Section 5(g).

In the event of a change in the Common Stock as presently constituted, which change is limited to a change of all of the authorized shares with par value into the same number of shares with a different par value or without par value, the shares resulting from any such change shall be deemed to be the Common Stock within the meaning of the Plan.

The existence of this Option shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, dividends, stock dividends, recapitalization, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting, the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

8. No Registration Rights. Anything in this Option Agreement to the contrary notwithstanding, if, at any time specified herein for the issuance of Option Shares, any law, regulation or requirements of any governmental authority having jurisdiction in the premises shall require either the Company or the Optionee, in the opinion of the Company's counsel, to take any action in connection with the shares then to be issued, the issuance of such shares shall be deferred until such action shall have been taken. Nothing in this Option Agreement shall be construed to obligate the Company at any time to file or maintain the effectiveness of a registration statement under the Act, or under the securities laws of any state or other jurisdiction, or to take or cause to be taken any action which may be necessary in order to provide an exemption from the registration requirements of the Act under Rule 144 or any other exemption with respect to the Option Shares or otherwise for resale or other transfer by the Optionee (or by the executor or administrator of such Optionee's estate or a Permitted Transferee or a person who acquired the Option or any Option Shares or

other rights by bequest,

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inheritance or otherwise by reason of the death of the Optionee) as a result of the exercise of an Option granted pursuant to this Option Agreement.

9. Resolution of Disputes. Any question of interpretation, dispute or disagreement that arises under, or as a result of, or pursuant to, this Option Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any such determination or other determination or interpretation by the Committee under or pursuant to this Option Agreement, shall be final, binding and conclusive on all parties affected thereby.

10. Compliance with the Act. Notwithstanding any provision herein to the contrary or in the Plan, the Company shall be under no obligation to issue any shares of Common Stock to the Optionee upon exercise of the Option granted hereby unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Act and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or "blue sky" laws.

11. Miscellaneous.

(a) Binding on Successors and Representatives. This Option Agreement shall be binding not only upon the parties, but also upon their heirs, executors, administrators, personal representatives, successors and assigns (including any transferee of a party to this Agreement); and the parties agree, for themselves and their successors, assigns (including any transferee of a party to this Agreement) and representatives, to execute any instrument which may be necessary legally to effect the terms and conditions of this Option Agreement.

Entire Agreement. This Option Agreement, together with the Plan, constitutes the entire agreement of the parties with respect to the Option and supersedes any previous agreement, whether written or oral, with respect thereto. This Option Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Option Agreement and the terms of the Plan, the terms of the Plan shall control.

Amendment. Neither this Option Agreement nor any of the terms and conditions herein set forth may be altered or amended orally, and any such alteration or amendment shall be effective only when reduced to writing and signed by each of the parties or their respective successors and assigns.

Construction of Terms. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires.

Notices. All notices, requests and amendments under this Option Agreement shall be in writing, and notices shall be deemed to have been given when personally delivered or sent prepaid registered mail:

if to the Company, at the following address:

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Sonic Automotive, Inc.
5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218
Attention: Chief Financial Officer

or at such other address as the Company shall designate by notice.

if to the Optionee, to the Optionee's address appearing in the Company's records, or at such other address as the Optionee shall designate by notice.

Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina (excluding the principles of conflict of laws thereof).

Severability. The invalidity or unenforceability of any particular provision of this Option Agreement shall not affect the other provisions hereof, and this Option Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Not an Incentive Stock Option. The Option granted hereunder is not intended to be an "incentive stock option" under Section 422 of the Code.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first written above.

SONIC AUTOMOTIVE, INC.

OPTIONEE:{First_Name}{Last_Name}

By: _____ (SEAL)

[LETTERHEAD OF PARKER, POE, ADAMS & BERNSTEIN]
September 20, 2000

Board of Directors
Sonic Automotive, Inc.
5401 East Independence Blvd.
Charlotte, North Carolina 28212

Dear Sirs:

We are acting as counsel to Sonic Automotive, Inc., a Delaware corporation (the "Company"), in connection with the preparation, execution, filing and processing with the Securities and Exchange Commission (the "Commission"), pursuant to the Securities Act of 1933, as amended (the "Act"), of a Registration Statement on Form S-8 (the "Registration Statement") relating to the issuance and sale of up to 1,500,000 shares (the "Shares") of common stock, par value \$.01 per share (the "Common Stock"), reserved for issuance under the Company's 1997 Stock Option Plan Amended and Restated as of June 5, 2000 (the "Plan"), in addition to the 4,500,000 shares of Common Stock reserved under the Plan and previously registered on the Company's Registration Statements on Form S-8 (Registration Nos. 333-65447 and 333-81053). This opinion is furnished to you for filing with the Commission pursuant to Item 601(b)(5) of Regulation S-K promulgated under the Act.

In our representation of the Company, we have examined the Registration Statement, the Plan, and the Company's Amended and Restated Certificate of Incorporation and Bylaws, each as amended to date, all pertinent actions of the Company's Board of Directors recorded in the Company's minute book, the form of certificate evidencing the Shares and such other documents as we have considered necessary for purposes of rendering the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

The Shares have been duly authorized for issuance and, subject to the Registration Statement becoming effective under the Act and to compliance with any applicable state securities laws and

Board of Directors
Sonic Automotive, Inc.
September 20, 2000
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to the issuance of such Shares in accordance with the provisions of the Plan, the Shares will be, when so issued, legally issued, fully paid and non-assessable shares of Common Stock of the Company.

The opinions expressed herein are limited to the General Corporation Law of the State of Delaware and the Act.

We hereby consent to the use of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Parker, Poe, Adams & Bernstein

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Sonic Automotive, Inc. on Form S-8 of:

- o our report dated March 17, 2000 on the consolidated financial statements of Sonic Automotive, Inc. and Subsidiaries as of December 31, 1998 and 1999 and for each of the three years in the period ended December 31, 1999, appearing in Sonic Automotive, Inc.'s Annual Report on Form 10-K (file no. 1-13395);
- o our report dated November 23, 1999 on the financial statements of Freeland Automotive, a business unit of South Gate Motors, Inc., as of and for the year ended December 31, 1998 and our report dated August 13, 1999 on the combined financial statements of Manhattan Automotive Group as of and for the year ended December 31, 1998, both appearing in the Amendment No. 1 to Sonic Automotive, Inc.'s Current Report on Form 8K/A dated January 18, 2000;
- o our report dated May 21, 1999 on the combined financial statements of Certain Dealerships, Assets and Liabilities of Lucas Dealership Group, Inc. as of December 31, 1997 and 1998 and for each of the three years in the period ended December 31, 1998, appearing in the Amendment No. 1 to Sonic Automotive, Inc.'s Current Report on Form 8K/A dated January 27, 2000;
- o our report dated March 26, 1999 on the combined financial statements of Williams Automotive Group as of and for the year ended December 31, 1998, our report dated March 26, 1999 on the financial statements of Global Imports, Inc. as of and for the year ended December 31, 1998, our report dated March 24, 1999 on the financial statements of Lute Riley Motors, Inc. as of and for the year ended December 31, 1998, our report dated March 16, 1999 on the financial statements of Economy Cars, Inc. as of and for the year ended December 31, 1998, our report dated March 15, 1999 on the combined financial statements of Lloyd Automotive Group as of and for the year ended December 31, 1998, and our report dated March 12, 1999 on the combined financial statements of Newsome Automotive Group as of and for the year ended December 31, 1998, all appearing in the Prospectus dated April 29, 1999 that was included in Sonic Automotive, Inc.'s Registration Statement on Form S-3 (Registration No. 333-71803);
- o our report dated August 21, 1998 on the combined financial statements of Higginbotham Automotive Group as of and for the year ended December 31, 1997, our report dated June 4, 1998 on the financial statements of Casa Ford of Houston, Inc. as of and for the year ended December 31, 1997, and our report dated May 22, 1998 on the combined financial statements of Hatfield Automotive Group as of December 31, 1996 and 1997 and for each of the three years in the period ended December 31, 1997, all appearing in the Prospectus dated November 5, 1998 that was included in Sonic Automotive, Inc.'s Registration Statement on Form S-4 (Registration Nos. 333-64397 and 333-64397-001 through 333-64397-044); and
- o our report dated May 11, 1998 on the financial statements of Economy Cars, Inc. as of and for the year ended December 31, 1997, appearing in Sonic Automotive, Inc.'s Current Report on Form 8-K dated July 9, 1998.

DELOITTE & TOUCHE LLP
Charlotte, North Carolina

September 20, 2000

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
Sonic Automotive, Inc.

We consent to the incorporation by reference in the registration statement on Form S-8 of Sonic Automotive, Inc. dated September 20, 2000 of our report dated March 19, 1999, with respect to the consolidated balance sheets of FirstAmerica Automotive, Inc. and subsidiaries as of December 31, 1998, and the related consolidated statements of operations, stockholders' equity, and cash flows for the years ended December 31, 1998 and 1997, which report appears in the Form 8-K/A of Sonic Automotive dated January 27, 2000:

/s/ KPMG LLP
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September 20, 2000
San Francisco, California