

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 7

TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Sonic Automotive, Inc.

(Exact name of registrant as specified in its charter)

<TABLE>
<S> Delaware <C> 5511 <C> 56-2010790
(State or Other Jurisdiction of (Primary Standard Industrial (I.R.S. Employer
Incorporation or Organization) Classification Code Number) Identification No.)
</TABLE>

5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218
Telephone (704) 532-3301
(Address, including zip code, and telephone number, including
area code, of Registrant's principal executive offices)

Mr. O. Bruton Smith
Chief Executive Officer
Sonic Automotive, Inc.
5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218
Telephone (704) 532-3301
(Name, address, including zip code, and telephone number, including
area code, of agent for service)

Copies To:

<TABLE>
<S> Gary C. Ivey, Esq. <C> Stuart H. Gelfond, Esq.
Parker, Poe, Adams & Bernstein L.L.P. Fried, Frank, Harris, Shriver & Jacobson
2500 Charlotte Plaza One New York Plaza
Charlotte, North Carolina 28244 New York, New York 10004
Telephone (704) 372-9000 Telephone (212) 859-8000
</TABLE>

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. []

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

This Registration Statement contains two separate prospectuses. The first prospectus relates to a public offering of shares of Class A Common Stock of Sonic Automotive, Inc., par value \$.01 per share (the "Class A Common Stock") in the United States and Canada (the "U.S. Offering"). The second prospectus relates to a concurrent offering of Class A Common Stock outside the United States and Canada (the "International Offering"). The prospectuses for the U.S. Offering and the International Offering will be identical in all respects, except for their respective front cover pages, first page of "Prospectus Summary", "Underwriting" sections and back cover pages. Such alternate pages to be included in the International Offering prospectus appear in this Registration Statement immediately following the complete prospectus for the U.S. Offering.

(A redherring appears on the left hand side of this page, rotated 90 degrees. Text follows.)

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This Prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

SUBJECT TO COMPLETION
PRELIMINARY PROSPECTUS DATED NOVEMBER 5, 1997

PROSPECTUS

5,000,000 Shares

(Sonic Automotive Inc. logo)

Class A Common Stock

All of the 5,000,000 shares of Class A Common Stock, par value \$.01 per share (the "Class A Common Stock"), offered hereby are being sold by Sonic Automotive, Inc. ("Sonic" or the "Company"). Of the 5,000,000 shares of Class A Common Stock offered hereby, 4,000,000 shares are being offered for sale initially in the United States and Canada by the U.S. Underwriters (as defined herein) and 1,000,000 shares are being offered for sale initially in a concurrent offering outside the United States and Canada by the International Managers (as defined herein). The initial public offering price and the aggregate underwriting discount per share will be identical for both the U.S. Offering and the International Offering. See "Underwriting."

Each share of Class A Common Stock entitles its holder to one vote per share. Each share of Class B Common Stock, par value \$.01 per share (the "Class B Common Stock," and together with the Class A Common Stock, the "Common Stock"), entitles the holder to ten votes per share, except in certain limited circumstances. All of the shares of Class B Common Stock are held by the members of the Smith Group (as defined herein), who are all of the stockholders of the Company prior to the consummation of the Offering. After consummation of the Offering, the Smith Group will beneficially own shares representing approximately 92.6% of the combined voting power of the Company's Common Stock (approximately 91.6% if the Underwriters' over-allotment option is exercised in full). See "Description of Capital Stock -- Common Stock."

Prior to the Offerings, there has been no public market for the Class A Common Stock. It is currently estimated that the initial public offering price will be between \$12.00 and \$14.00 per share. For a discussion of factors to be considered in determining the initial public offering price, see "Underwriting."

The Class A Common Stock has been approved for listing on the New York Stock Exchange, subject to official notice of issuance, under the symbol "SAH."

See "Risk Factors" beginning on page 9 for a discussion of certain factors that should be considered by prospective purchasers of the Class A Common Stock offered hereby.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

[CAPTION]

<TABLE>				
<S>	<C>		<C>	<C>
Proceeds to	Price to		Underwriting	
Company (2)	Public		Discount (1)	
<S>	<C>		<C>	<C>
Per Share.....	\$		\$	
\$				

Total (3)..... \$ \$
\$

</TABLE>

- (1) The Company has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting."
- (2) Before deducting expenses payable by the Company estimated at \$2,000,000.
- (3) The Company has granted to the U.S. Underwriters and the International Managers options to purchase up to an additional 600,000 and 150,000 shares of Class A Common Stock, respectively, in each case exercisable within 30 days of the date hereof and solely to cover over-allotments, if any. If such options are exercised in full, the total Price to Public, Underwriting Discount and Proceeds to Company will be \$, \$ and \$, respectively. See "Underwriting."

The shares of Class A Common Stock are being offered by the several Underwriters, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of certain legal matters by counsel for the Underwriters and certain other conditions. The Underwriters reserve the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. It is expected that delivery of the shares of Class A Common Stock will be made in New York, New York on or about , 1997.

Merrill Lynch & Co. NationsBanc Montgomery Securities, Inc. Wheat First Butcher Singer

The date of this Prospectus is , 1997.

(Sonic Automotive Inc. logo)
(Map appears here)

- Fort Mill Chrysler
- Plymouth Dodge
- Fort Mill Ford
- Frontier Oldsmobile
- Cadillac
- Lake Norman Chrysler-
- Plymouth-Jeep-Eagle
- Lake Norman Dodge
- Lone Star Ford
- Dodge of Chattanooga
- Infiniti of Chattanooga
- Jaguar of Chattanooga
- Dyer and Dyer Volvo
- Ken Marks Ford
- Kia and Volkswagen
- of Chattanooga
- Cleveland Village Honda
- Cleveland Chrysler-
- Plymouth-Jeep-Eagle
- Nelson Bowers Ford
- BMW and Volvo
- of Chattanooga

The Company intends to furnish its stockholders with annual reports containing financial statements audited by its independent public accountants and will make available copies of its quarterly reports for the first three quarters of each year.

Certain persons participating in the Offering may engage in transactions that stabilize, maintain, or otherwise affect the price of the Class A Common Stock. Such transactions may include stabilizing, the purchase of Class A Common Stock to cover syndicate short positions and the imposition of penalty bids. For a description of these activities, see "Underwriting."

This Prospectus includes statistical data regarding the retail automotive industry. Unless otherwise indicated herein, such data is taken or derived from information published by a division of Intertec Publishing Corp. in its "Ward's Dealer Business," Crain's Communications, Inc. in its "Automotive News" and "1997 Market Data Book" and the Industry Analysis Division of the National Automobile Dealers Association ("NADA") in its "Industry Analysis and Outlook" and "Automotive Executive Magazine" publications.

No Manufacturer (as defined in this Prospectus) has been involved, directly or indirectly, in the preparation of this Prospectus or in the Offering being made hereby. Although, as described in this Prospectus, Manufacturers will have granted consents for various of the Acquisitions (as defined herein) and for this Offering, no Manufacturer has made any statements or representations for the purpose of such statements or representations being included in this Prospectus, and no Manufacturer has any responsibility for the accuracy or

completeness of this Prospectus.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements (including the notes thereto) appearing elsewhere in this Prospectus. References in this Prospectus to "Sonic" or the "Company" (i) are to Sonic Automotive, Inc. and, unless the context indicates otherwise, its consolidated subsidiaries and their respective predecessors, (ii) give effect to a recently completed Reorganization (as defined below) of the Company, and (iii) assume that the Company has consummated the acquisition of the assets or all the capital stock of six additional dealerships or dealership groups, as described herein, in North Carolina, Tennessee, Florida, Georgia and South Carolina (the "Acquisitions"). See "The Acquisitions." References to the "Offering" are to the offering of 4,000,000 shares of Class A Common Stock made hereby in the United States and Canada by the U.S. Underwriters (the "U.S. Offering") and to the concurrent offering of 1,000,000 shares of Class A Common Stock outside the United States and Canada by the International Managers (the "International Offering"), collectively. References to the "Underwriters" are to the U.S. Underwriters and the International Managers, collectively. Unless otherwise indicated, all information in this Prospectus (a) gives retroactive effect to a 625-for-1 stock split (effected in the form of a stock dividend) of the Company's Class B Common Stock to be consummated prior to the consummation of the Offering (the "Stock Split") and (b) assumes that the Underwriters' over-allotment option is not exercised. The Acquisitions will be consummated on or before the closing of the Offering.

The Company

The Company is one of the leading automotive retailers in the United States, operating 23 dealership franchises, four standalone used vehicle facilities and seven collision repair centers in the southeastern and southwestern United States. Sonic sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related financing and insurance ("F&I") for its automotive customers. The Company's business is geographically diverse, with dealership operations in the Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta markets, each of which the Company believes is experiencing favorable demographic trends. Sonic sells 15 domestic and foreign brands, which consist of BMW, Cadillac, Chrysler, Dodge, Ford, Honda, Infiniti, Jaguar, Jeep, KIA, Oldsmobile, Plymouth, Toyota, Volkswagen and Volvo. In several of its markets, the Company has a significant market share for new cars and light trucks, including 13.7% in Charlotte and 9.1% in Chattanooga in 1996. Pro forma for the Acquisitions, the Company had revenues of \$899.6 million and retail unit sales of 24,206 new and 13,475 used vehicles in 1996. The Company believes that in 1996, based on pro forma retail unit sales, it would have been one of the ten largest dealer groups out of a total of more than 15,000 dealer groups in the United States.

The Company's founder and Chief Executive Officer, O. Bruton Smith, has over 30 years of automotive retailing experience. In addition, the Company's other executive officers, regional vice presidents and executive managers have on average 18 years of automotive retailing experience. The Company's dealerships are among those dealerships that have won the highest attainable awards from various manufacturers measuring quality and customer satisfaction. These awards include the Five Star Award from Chrysler, the Chairman's Award from Ford, the President's Award from BMW and the President's Circle Award from Infiniti. In addition, the Company was named to Ford's Top 100 Club, which consists of Ford's top 100 retailers based on retail volume and consumer satisfaction.

The Company intends to pursue an acquisition growth strategy led by a management team that has experience in the consolidation of automotive retailing as well as motorsports businesses. Bruton Smith, who is also the Chief Executive Officer of Speedway Motorsports, Inc., the owner and operator of several motorsports facilities, first entered the automotive retailing business in the mid-1960's. Mr. Smith will devote approximately 50% of his business time to the Company. Since 1990, Mr. Smith has successfully acquired three dealerships and increased his dealerships' revenues from \$199.4 million in 1992 to \$376.6 million in 1996, without giving effect to the Acquisitions. In the Tennessee market, Nelson E. Bowers, II, the Company's Executive Vice President, has acquired or opened eight dealerships since 1992 and increased revenues (primarily through acquisitions) of the dealership group to be acquired by the Company from \$13.2 million in 1992 to \$101.5 million in 1996. No assurance can be given that Messrs. Smith and Bowers will be successful in acquiring or opening new dealerships for the Company or increasing the Company's revenues.

The Company believes the competitive advantages which differentiate it from its local competitors include the reputation of the Company's management in the automotive retailing industry, regional and national economies of scale, brand and geographic diversity, and the established customer base and local name recognition of the Company's dealerships. The Company has developed and implemented several growth strategies to capitalize on these competitive advantages. One of these is to continue to expand its operations in the Southeast and Southwest by acquiring additional dealerships both within its current markets and in new markets. The Company also is seeking additional growth from the increased sale of higher margin products and services such as wholesale parts, after-market products, collision repair services and F&I.

The Company believes that an opportunity exists for dealership groups with significant equity capital and experience in identifying, acquiring and professionally managing dealerships, to acquire additional dealerships and capitalize on changes in

the automotive retailing industry. With approximately \$640 billion in 1996 sales, automotive retailing is the largest consumer retail market in the United States. The industry today is highly fragmented, with the largest 100 dealer groups generating less than 10% of total sales revenues and controlling less than 5% of all new vehicle dealerships. The Company believes that these factors, together with increasing capital costs of operating automobile dealerships, the lack of alternative exit strategies (especially for larger dealerships) and the aging of many dealership owners provide attractive consolidation opportunities.

Automobile retailing is highly competitive. The Company's competition includes franchised automobile dealerships, some with greater resources than the Company, selling the same or similar makes of vehicles offered by the Company. Other competitors include other franchised dealers, private market buyers and sellers of used vehicles, used vehicle dealers, service center chains and independent service and repair shops. Primarily as a result of competitive pressures, gross profit margins on new vehicle sales have been declining since 1986. The Company has also experienced gross profit margin pressure on used vehicle sales over the last 18 months. For further discussion of competition affecting the Company's business, see "Risk Factors -- Competition" and "Business -- Competition."

Growth Strategy

(Bullet) Acquire Dealerships. The Company plans to implement a "hub and spoke" acquisition program primarily by pursuing (i) well-managed dealerships in new metropolitan and growing suburban geographic markets, and (ii) dealerships that will allow the Company to capitalize on regional economies of scale, offer a greater breadth of products and services in any of its markets or increase brand diversity.

New Markets. The Company looks to acquire well-managed dealerships in geographic markets it does not currently serve, principally in the Southeast and Southwest regions of the United States. Generally, the Company will seek to retain the acquired dealerships' operational and financial management, and thereby benefit from their market knowledge, name recognition and local reputation.

Existing Markets. The Company seeks growth in its operations within existing markets by acquiring dealerships that increase the brands, products and services offered in those markets. These acquisitions should produce opportunities for additional operating efficiencies, promote increased name recognition and provide the Company with better opportunities for repeat and referral business.

(Bullet) Pursue Opportunities in Ancillary Products and Services. The Company intends to pursue opportunities to increase its sales of higher-margin products and services by expanding its collision repair centers and its wholesale parts and after-market products businesses, which, other than after-market products, are not directly related to the new vehicle cycle.

Collision Repair Centers. The Company's collision repair business provides favorable margins and is not significantly affected by economic cycles or consumer spending habits. The Company believes that because of the high capital investment required for collision repair shops and the cost of complying with environmental and worker safety regulations, large volume body shops will be more successful in the future than smaller volume shops. The Company believes that this industry will consolidate and that it will be able to expand its collision repair business. The Company currently has seven collision repair centers accounting for approximately \$8.9 million in pro forma revenue for the year ended 1996.

Wholesale Parts. Over time, the Company plans to capitalize on its growing representation of numerous manufacturers in order to increase its sales of factory authorized parts to wholesale buyers such as independent mechanical and body repair garages and rental and commercial fleet operators.

After-Market Products. The Company intends to expand its offerings of after-market products in many of its dealership locations. After-market products, such as custom wheels, performance parts, telephones and other accessories, enable the dealership to capture incremental revenue on new and used vehicle sales.

(Bullet) Enhance Profit Opportunities in Finance and Insurance. The Company offers its customers a wide range of financing and leasing alternatives for the purchase of vehicles, as well as credit life, accident and health and disability insurance and extended service contracts. As a result of its size and scale, the Company believes it will be able to negotiate with the lending institutions that purchase its financing contracts to increase the Company's revenues. Likewise, the Company expects to negotiate to increase the commissions it earns on extended service and insurance products.

(Bullet) Increase Used Vehicle Sales. The Company believes that there will be opportunities to improve the used vehicle departments at several of its dealerships. The Company currently operates four standalone used vehicle facilities. In 1998, the Company intends to convert part of an existing facility in Nashville to a used vehicle facility. It also intends to develop used vehicle facilities in other markets where

Operating Strategy

- (Bullet) Operate Multiple Dealerships in Geographically Diverse Markets. The Company operates dealerships in Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta. By operating in several locations throughout the United States, the Company believes it will be better able to insulate its earnings from local economic downturns. In addition, the Company believes that by establishing a significant market presence in its operating regions, it will be able to provide superior customer service through a market-specific sales, service, marketing and inventory strategy.
- (Bullet) Achieve High Levels of Customer Satisfaction. Customer satisfaction has been and will continue to be a focus of the Company. The Company's personalized sales process is intended to satisfy customers by providing high-quality vehicles in a positive, "consumer friendly" buying environment. Some Manufacturers offer specific performance incentives, on a per vehicle basis, if certain customer satisfaction index ("CSI") levels (which vary by Manufacturer) are achieved by a dealer. Manufacturers can withhold approval of acquisitions if a dealer fails to maintain a minimum CSI score. Historically, the Company has not been denied Manufacturer approval of acquisitions based on CSI scores. To keep management focused on customer satisfaction, the Company includes CSI results as a component of its incentive compensation program.
- (Bullet) Train and Develop Qualified Management. Sonic requires all of its employees, from service technicians to regional vice presidents, to participate in in-house training programs. The Company leverages the experience of senior management, along with third party trainers from manufacturers, industry affiliates and vendors, to formally train all employees. This training is also a convenient and effective way to share best practices among the Company's employees at all levels of the various dealerships. The Company believes that its comprehensive training of all employees at every level of their career path offers the Company a competitive advantage over other dealership groups in the development and retention of its workforce.
- (Bullet) Offer a Diverse Range of Automotive Products and Services. Sonic offers a broad range of automotive products and services, including a wide selection of new and used vehicles, vehicle financing and insurance programs, replacement parts and maintenance and repair programs. Offering numerous new vehicle brands enables the Company to satisfy a variety of customers, reduces dependence on any one Manufacturer and reduces exposure to supply problems and product cycles.
- (Bullet) Capitalize on Efficiencies in Operations. Because management compensation is based primarily on dealership performance, expense reduction and operating efficiencies are a significant management focus. As the Company pursues its acquisition strategy, the Company's size and market presence should provide it with an opportunity to negotiate favorable contracts on such expense items as advertising, purchasing, bank financings, employee benefit plans and other vendor contracts.
- (Bullet) Utilize Professional Management Practices and Incentive Based Compensation Programs. As a result of Sonic's size and geographic dispersion, the Company's senior management has instituted a multi-tiered management structure to supervise effectively its dealership operations. In an effort to align management's interest with that of stockholders, a portion of the incentive compensation program for each officer, vice president and executive manager is provided in the form of Company stock options, with additional incentives based on the performance of individual profit centers. Sonic believes that this organizational structure, with room for advancement and the opportunity for equity participation, serves as a strong motivation for its employees.
- (Bullet) Apply Technology Throughout Operations. The Company believes that, with the customized technology it has introduced in certain markets, it has been able to improve its operations over time by integrating its systems into all aspects of its business. In these markets the Company uses computer-based technology to monitor its dealerships' operating performance and quickly adjust to market changes and to integrate computer systems into its sales, F&I and parts and service operations. The Company intends to expand this computer system into more of its dealerships and markets as existing contracts for computer systems expire.

The Reorganization

The Company was recently incorporated and capitalized with the stock of the automobile dealerships that have been under the control of Bruton Smith comprised of Town & Country Ford, Town & Country Toyota, Lone Star Ford, Fort Mill Ford and Frontier Oldsmobile-Cadillac (the "Sonic Dealerships"). As of June 30, 1997, the Company effected a reorganization (the "Reorganization") pursuant to which: (i) the Company acquired all of the capital stock or limited liability company interests of the Sonic Dealerships (the "Dealership Securities"); and (ii) the Company issued Class B Common Stock to the Smith Group in exchange for the Dealership Securities. In connection with the Reorganization and the Offering, the Company will convert from the last-in-first-out method (the "LIFO

Method") of inventory accounting to the first-in-first-out method (the "FIFO Method") of inventory accounting (the "FIFO Conversion"), conditioned upon the closing of the Offering. In connection with the FIFO Conversion, and in accordance with generally accepted accounting principles, the accompanying financial information of the Company has been retroactively restated to reflect the FIFO Conversion. See "The Reorganization."

The Acquisitions

In the past five months, the Company has consummated or signed definitive agreements to purchase six dealerships or dealership groups for an aggregate purchase price of approximately \$94.8 million. These acquisitions consist of Ken Marks Ford located in Clearwater, Florida (the "Ken Marks Acquisition") (consummated on October 15, 1997), seven dealerships controlled by the Bowers Transportation Group in Chattanooga, Tennessee and one dealership in Nashville, Tennessee (the "Bowers Acquisition"), Lake Norman Dodge and Lake Norman Chrysler-Plymouth-Jeep-Eagle located in Cornelius, North Carolina (the "Lake Norman Acquisition") (consummated on September 29, 1997), Dyer & Dyer Volvo located in Atlanta, Georgia (the "Dyer Acquisition"), the acquisition of the assets of Jeff Boyd Chrysler-Plymouth-Dodge located in Fort Mill, South Carolina, by the Company's subsidiary, Fort Mill Chrysler-Plymouth-Dodge Inc. (the "Fort Mill Acquisition") (consummated on June 3, 1997), and the acquisition of the assets of Williams Motors located in Rock Hill, South Carolina, by the Company's subsidiary, Town and Country Chrysler-Plymouth-Jeep of Rock Hill, Inc. (the "Williams Acquisition") (consummated on October 10, 1997) (collectively, the "Acquisitions"). The dealerships underlying the Acquisitions had aggregate total revenues of approximately \$490.1 million in 1996 and enhance the Company's market presence in the Southeast. See "The Acquisitions."

The Company's principal executive office is located at 5401 East Independence Boulevard, Charlotte, North Carolina. Its mailing address is P.O. Box 18747, Charlotte, North Carolina 28218, and its telephone number is (704) 532-3301.

The Offering

<TABLE>	
<S>	<C>
Class A Common Stock Offered by the Company.....	5,000,000 shares (1)
Class A Common Stock initially offered in:	
The U.S. Offering (1).....	4,000,000 shares
The International Offering (1).....	1,000,000 shares
Common Stock to be outstanding after the Offering:	
Class A Common Stock.....	5,000,000 shares (1) (2)
Class B Common Stock.....	6,250,000 shares
Total.....	11,250,000 shares
Voting Rights.....	The Class A Common Stock and Class B Common Stock vote as a single
with each	class on all matters, except as otherwise required by law,
vote and	share of Class A Common Stock entitling its holders to one
ten votes	each share of Class B Common Stock entitling its holder to
"Description of	except with respect to certain limited matters. See
Use of proceeds.....	Capital Stock."
incurred by the	The net proceeds of the Offering will be used to fund the
consummated. See	Acquisitions, including repaying certain indebtedness
Listing.....	Company in connection with the Acquisitions already
New	"The Acquisitions" and "Use of Proceeds."
of	The Class A Common Stock has been approved for listing on the
	York Stock Exchange (the "NYSE"), subject to official notice
	issuance, under the symbol "SAH."
</TABLE>	

(1) Does not include up to an aggregate of 600,000 and 150,000 shares of Class A Common Stock, respectively, that may be sold by the Company upon exercise of the over-allotment options granted to the U.S. Underwriters and the International Managers. See "Underwriting."

(2) Excludes (i) 1,125,000 shares of Class A Common Stock reserved for future issuance to Company employees under the Company's Stock Option Plan (as defined herein) (including up to 587,509 shares of Class A Common Stock reserved for issuance upon exercise of options to be granted on or before the consummation of the Offering pursuant to the Stock Option Plan), (ii) 150,000 shares of Class A Common Stock reserved for issuance to eligible Company employees under the Company's ESPP (as defined herein) and (iii) 42,187 shares of Class A Common Stock (45,000 shares if the U.S. Underwriters' and the International Managers' over-allotment options are exercised) reserved for issuance under the Dyer Warrant (defined herein). See "The Acquisitions -- The Dyer Acquisition" and "Management -- Stock Option Plan."

The Company's ability to make acquisitions in the future may be limited to some extent by the Manufacturers. The Company is required to obtain Manufacturer approval for any acquisition in accordance with industry practice. Moreover, pursuant to Manufacturer policies currently in effect or their approvals of the transactions contemplated hereby, the Company could acquire no more than ten Chrysler dealerships in the United States, no more than the lesser of (i) 15 Ford and 15 Lincoln Mercury dealerships or (ii) that number of Ford and Lincoln Mercury dealerships accounting for 2% of the preceding year's retail sales of those brands in the United States, six additional Toyota dealerships, three Lexus dealerships, six additional Honda dealerships, three Acura dealerships and five additional GM dealerships (within the next two years, subject to increase under certain conditions). For additional information concerning these and other limitations on acquisitions imposed by the Manufacturers, see "Risk Factors -- Risks Associated with Acquisitions," " -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" and " -- Manufacturers' Restrictions on Acquisitions."

See "Risk Factors" beginning on page 9 for a discussion of other factors that should be considered by prospective purchasers of the Class A Common Stock offered hereby.

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Summary Historical and Pro Forma Combined and Consolidated Financial Data

The following Summary Historical and Pro Forma Combined and Consolidated Financial Data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," the Combined and Consolidated Financial Statements of the Company and the related notes and "Pro Forma Combined and Consolidated Financial Data" included elsewhere in this Prospectus. The Company acquired Fort Mill Ford, Inc. and Fort Mill Chrysler-Plymouth-Dodge in February 1996 and in June 1997, respectively. Both of these acquisitions were accounted for using the purchase method of accounting. As a result the Summary Historical Combined and Consolidated Financial Data below does not include the results of operations of these dealerships prior to the date they were acquired by the Company. Accordingly, the actual historical data for the periods after the acquisition may not be comparable to data presented for periods prior to the acquisitions of Fort Mill Ford and Fort Mill Chrysler-Plymouth-Dodge. Additionally, the Summary Historical and Pro Forma Combined and Consolidated Financial Data below is not necessarily indicative of the results of operations or financial position which would have resulted had the Reorganization, the Acquisitions and the Offering occurred during the periods presented. In connection with the FIFO Conversion, and in accordance with generally accepted accounting principles, the Summary Historical and Pro Forma Combined and Consolidated Financial Data has been retroactively restated to reflect the FIFO Conversion.

<TABLE>
<CAPTION>

Months Ended	Year Ended December 31,						Six
							June
30,							
	-----						-----
						Pro	
Actual			Actual			Forma	
	-----						-----
	1992	1993	1994	1995	1996 (1)	1996 (2)	1996 (1)
1997 (3)							
	-----						-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
<C>							

(in thousands, except per share and vehicles unit data)

Combined and Consolidated Statement
of Operations Data:

Revenues:							
Vehicle sales.....	\$171,065	\$203,630	\$227,960	\$267,308	\$326,842	\$788,255	\$164,333
\$185,077							
Parts, service and collision repair.....	24,543	30,337	33,984	35,860	42,644	94,912	21,005
22,907							
Finance and insurance.....	3,743	3,711	5,181	7,813	7,118	16,471	4,277
4,763							
	-----	-----	-----	-----	-----	-----	-----
Total revenues.....	199,351	237,678	267,125	310,981	376,604	899,638	189,615
212,747							
Cost of sales.....	174,713	208,445	233,011	270,878	331,047	786,129	167,191
188,422							
	-----	-----	-----	-----	-----	-----	-----
Gross profit.....	24,638	29,233	34,114	40,103	45,557	113,509	22,424
24,325							
Selling, general and administrative expenses.....	20,251	22,738	24,632	29,343	33,677	85,856	16,590

18,413							
Depreciation and amortization.....	682	788	838	832	1,076	3,510	360
396							

Operating income.....	3,705	5,707	8,644	9,928	10,804	24,143	5,474
5,516							
Interest expense floor plan.....	2,215	2,743	3,001	4,505	5,968	9,342	2,801
3,018							
Interest expense, other.....	290	263	443	436	433	3,171	184
269							
Other income.....	1,360	613	609	449	618	2,222	369
274							

Income before income taxes and minority interest.....	2,560	3,314	5,809	5,436	5,021	13,852	2,858
2,503							
Provision for income taxes.....	27	723	2,118	2,176	1,924	5,517	1,093
916							

Income before minority interest.....	2,533	2,591	3,691	3,260	3,097	8,335	1,765
1,587							
Minority interest in earnings (loss) of subsidiary.....	(31)	(22)	15	22	114	--	41
47							

Net income.....	\$ 2,564	\$ 2,613	\$ 3,676	\$ 3,238	\$ 2,983	\$ 8,335	\$ 1,724
\$ 1,540							

Net income per share (4).....						\$ 0.74	

<CAPTION>

Pro
Forma

1997 (2)

<S>

<C>

Combined and Consolidated Statement
of Operations Data:

Revenues:	
Vehicle sales.....	\$418,624
Parts, service and collision repair.....	49,881
Finance and insurance.....	9,410

Total revenues.....	477,915
Cost of sales.....	419,492

Gross profit.....	58,423
Selling, general and administrative expenses.....	43,574
Depreciation and amortization.....	1,662

Operating income.....	13,187
Interest expense floor plan.....	5,241
Interest expense, other.....	1,674
Other income.....	1,247

Income before income taxes and minority interest.....	7,519
Provision for income taxes.....	2,815

Income before minority interest.....	4,704
Minority interest in earnings (loss) of subsidiary.....	--

Net income.....	\$ 4,704

Net income per share (4).....	\$ 0.42

</TABLE>

Other Combined and

Consolidated Operating Data:

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
New vehicle units sold..... 6,553	8,060	9,429	9,686	10,273	11,693	24,206	6,027
Used vehicle units sold -- retail (5)..... 2,638	3,892	4,104	4,374	5,172	5,488	13,475	2,836
New vehicle sales revenues..... \$137,069	\$126,230	\$152,525	\$164,361	\$186,517	\$233,146	\$540,505	\$115,721
Used vehicle sales revenues -- retail (5)..... 32,666	33,636	37,742	47,537	60,766	68,054	181,787	35,200
Parts, service and collision repair sales revenues..... 22,906	24,543	30,337	33,984	35,860	42,644	94,912	21,005
Gross profit margin..... 11.4%	12.4%	12.3%	12.8%	12.9%	12.1%	12.6%	11.8%
New vehicle gross margin..... 6.5%	6.7%	6.9%	7.0%	7.3%	7.4%	7.4%	6.6%
Used vehicle gross margin (retail) (5)..... 8.5%	10.7%	10.5%	10.9%	9.5%	8.4%	9.2%	8.4%
Parts, service and collision repair gross margin..... 35.4%	36.3%	36.4%	35.9%	36.1%	36.5%	42.3%	35.8%
<CAPTION>							
New vehicle units sold.....	12,596						
<S>							
Used vehicle units sold -- retail (5).....	7,043						
New vehicle sales revenues.....	\$285,143						
Used vehicle sales revenues -- retail (5).....	96,249						
Parts, service and collision repair sales revenues.....	49,881						
Gross profit margin.....	12.2%						
New vehicle gross margin.....	7.3%						
Used vehicle gross margin (retail) (5).....	8.9%						
Parts, service and collision repair gross margin.....	42.3%						

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of	As of	As
30, 1997	December 31,	June
-----	1996	-----
Pro Forma	-----	Actual
-----	-----	-----

<S>	<C>	<C>
Combined and Consolidated Balance Sheet Data:		
Working capital..... \$ 41,382	\$ 19,780	\$ 16,899
Total assets..... 295,139	110,976	120,384
Long-term debt..... 36,980	5,286	5,137
Total liabilities..... 208,242	84,367	91,978
Minority interest..... --	314	--
Stockholders' equity..... 86,897	26,295	28,406

(footnotes on following page)

- (1) The actual statement of operations data for the year ended December 31, 1996 includes the results of Fort Mill Ford, Inc. from the date of acquisition, February 1, 1996.
- (2) For information regarding the pro forma adjustments made to the Company's historical financial data, which give effect to the Reorganization, the Acquisitions, and the Offering, see "Pro Forma Combined and Consolidated Financial Data."

- (3) The actual statement of operations data for the six months ended June 30, 1997 include the results of Fort Mill Chrysler-Plymouth-Dodge, Inc. from the date of acquisition June 3, 1997.
- (4) Historical net income per share is not presented, as the historical capital structure of the Company prior to the Offering is not comparable with the capital structure that will exist after the Offering.
- (5) The term "retail" describes sales to consumers as compared to sales to wholesalers.

RECENT DEVELOPMENTS

The Company's unaudited total revenues and gross profit for the nine months ended September 30, 1997 were \$339.8 million and \$39.2 million, respectively, representing increases of \$56.4 million or 19.9% and \$5.2 million or 15.4%, respectively, from the comparable 1996 period. These increases were primarily due to increases in sales from retail vehicles and parts, service, collision and repair services, along with additional revenues from the acquisitions of the Fort Mill Chrysler-Plymouth-Dodge, Lake Norman Chrysler-Plymouth-Jeep and Lake Norman Dodge dealerships. Operating income and net income for the nine months ended September 30, 1997 were \$8.7 million and \$2.5 million, respectively, representing increases of \$0.8 million or 10.0% and \$46,000 or 1.9%, respectively, primarily due to the increase in gross profit and the stability of selling, general and administrative expenses as a percentage of total revenues.

Total revenues and gross profit for the third quarter ended September 30, 1997 were \$127.1 million and \$14.8 million, respectively, representing increases of \$33.3 million or 35.4% and \$3.3 million or 29.0%, respectively, from the comparable 1996 period. These increases were primarily due to increases in sales from retail vehicles and parts, service, collision and repair services, along with additional revenue from the acquisitions of the Fort Mill Chrysler-Plymouth-Dodge, Lake Norman Chrysler-Plymouth-Jeep and Lake Norman Dodge dealerships. Operating income and net income for the quarter ended September 30, 1997 were \$3.2 million and \$0.9 million, respectively, representing increases of \$0.7 million or 30.4% and \$0.2 million or 33.4%, respectively, primarily due to the increase in gross profit and a decrease in selling, general and administrative expenses as a percentage of total revenues.

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RISK FACTORS

Prospective investors should carefully consider and evaluate all of the information set forth in this Prospectus, including the principal risk factors set forth below.

Dependence on Automobile Manufacturers

Each of the Company's dealerships operates pursuant to a franchise agreement between the applicable automobile manufacturer (or authorized distributor thereof) (the "Manufacturer") and the subsidiary of the Company that operates such dealership. The Company is dependent to a significant extent on its relationship with such Manufacturers.

After giving effect to the Reorganization and the Acquisitions, vehicles manufactured by Ford Motor Company ("Ford"), Chrysler Corporation ("Chrysler"), Volvo Motors ("Volvo") and Toyota Motor Sales (U.S.A.) ("Toyota") accounted for approximately 64.5%, 17.9%, 6.0% and 5.8%, respectively, of the Company's 1996 pro forma unit sales of new vehicles. No other Manufacturer accounted for more than 5% of the new vehicle sales of the Company during 1996. See "Business -- New Vehicle Sales," and "-- Relationships with Manufacturers." Accordingly, a significant decline in the sale of Ford, Chrysler, Toyota, or Volvo new cars could have a material adverse effect on the Company. Manufacturers exercise a great degree of control over the operations of the Company's dealerships. Each of the franchise agreements provides for termination or non-renewal for a variety of causes, including any unapproved change of ownership or management and other material breaches of the franchise agreements. The Company believes that it is in compliance in all material respects with all its franchise agreements. The Company has no reason to believe that it will not be able to renew all of its franchise agreements upon expiration, but there can be no assurance that any of such agreements will be renewed or that the terms and conditions of such renewals will be favorable to the Company. If a Manufacturer terminates or declines to renew one or more of the Company's significant franchise agreements, such action could have a material adverse effect on the Company and its business. Actions taken by Manufacturers to exploit their superior bargaining position in negotiating the terms of such renewals or otherwise could also have a material adverse effect on the Company. See "Business -- Relationships with Manufacturers."

The Company also depends on the Manufacturers to provide it with a desirable mix of popular new vehicles that produce the highest profit margins and which may be the most difficult to obtain from the Manufacturers. If the Company is unable to obtain a sufficient allocation of the most popular vehicles, its profitability may be materially adversely affected. In some instances, in order to obtain additional allocations of these vehicles, the Company purchases a larger number of less desirable models than it would otherwise purchase and its profitability may be materially adversely affected

thereby. The Company's dealerships depend on the Manufacturers for certain sales incentives and other programs that are intended to promote dealership sales or support dealership profitability. Manufacturers have historically made many changes to their incentive programs during each year. A reduction or discontinuation of a Manufacturer's incentive programs may materially adversely affect the profitability of the Company.

The success of each of the Company's dealerships depends to a great extent on the financial condition, marketing, vehicle design, production capabilities and management of the Manufacturers which the Company represents. Events such as strikes and other labor actions by unions, or negative publicity concerning a particular Manufacturer or vehicle model, may materially and adversely affect the Company. Similarly, the delivery of vehicles from Manufacturers later than scheduled, which may occur particularly during periods when new products are being introduced, can lead to reduced sales. Although, the Company has attempted to lessen its dependence on any one Manufacturer by establishing dealer relationships with a number of different domestic and foreign automobile Manufacturers, adverse conditions affecting Ford, Chrysler, Toyota and Volvo in particular, could have a material adverse effect on the Company. For instance, workers at a Chrysler engine plant went on strike in April 1997 for 29 days. The strike by the United Auto Workers caused Chrysler's vehicle production to drop during the Spring of 1997, especially for production of its most popular truck and van models. This strike materially affected the Company due to Chrysler's inability to provide the Company with a sufficient supply of new vehicles and parts during such period. In the event of another such strike, the Company may need to purchase inventory from other automobile dealers at prices higher than it would be required to pay to the Manufacturers in order to carry an adequate level and mix of inventory. Consequently, such events could materially adversely affect the financial results of the Company. See "Business -- New Vehicle Sales" and " -- Relationship with Manufacturers."

Many Manufacturers attempt to measure customers' satisfaction with their sales and warranty service experiences through systems which vary from Manufacturer to Manufacturer but which are generally known as CSI. These Manufacturers may use a dealership's CSI scores as a factor in evaluating applications for additional dealership acquisitions and other matters such as vehicle inventory allocations. The components of CSI have been modified from time to time in the past, and there is no assurance that such components will not be further modified or replaced by different systems in the future. To date, the Company has not been adversely affected by these standards and has not been denied approval of any acquisition based on low CSI scores. However, there can be no assurance that the Company will be able to comply with such standards

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in the future. Failure of the Company's dealerships to comply with the standards imposed by Manufacturers at any given time may have a material adverse effect on the Company.

The Company must also obtain approvals by the applicable Manufacturer for any of its acquisitions. See " -- Risks Associated with Acquisitions." Competition

Automobile retailing is a highly competitive business with over 22,000 franchised automobile dealerships in the United States at the beginning of 1996. The Company's competition includes franchised automobile dealerships selling the same or similar makes of new and used vehicles offered by the Company in the same markets as the Company and sometimes at lower prices than those of the Company. These dealer competitors may be larger and have greater financial and marketing resources than the Company. Other competitors include other franchised dealers, private market buyers and sellers of used vehicles, used vehicle dealers, service center chains and independent service and repair shops. Gross profit margins on sales of new vehicles have been declining since 1986. The Company has also had margin pressure on its used vehicle sales over the last 18 months. The used car market faces increasing competition from non-traditional outlets such as used-car "superstores," which use sales techniques such as one price shopping, and the Internet. Several groups have begun to establish nationwide networks of used vehicle superstores. In Charlotte and Atlanta, where the Company has significant operations, CarMax Superstores operate in competition with the Company. In addition, car superstores operate in many of the Company's other markets. "No negotiation" sales methods are also being tried for new cars by at least one of these superstores and by dealers for Saturn and other dealerships. Some recent market entrants may be capable of operating on smaller gross margins compared to the Company, and may have greater financial, marketing and personnel resources than the Company. In addition, certain Manufacturers, such as Ford, have publicly announced that they may directly enter the retail market in the future, which could have a material adverse effect on the Company. The increased popularity of short-term vehicle leasing also has resulted, as these leases expire, in a large increase in the number of late model vehicles available in the market, which puts added pressure on margins. As the Company seeks to acquire dealerships in new markets, it may face increasingly significant competition (including from other large dealer groups and dealer groups that have publicly-traded equity) as it strives to gain market share through acquisitions or otherwise.

The Company's franchise agreements do not give the Company the exclusive right to sell a Manufacturer's product within a given geographic area. The Company could be materially adversely affected if any of its Manufacturers award franchises to others in the same markets where the Company is operating. A similar adverse affect could occur if existing competing franchised dealers increase their market share in the Company's markets. The Company's gross margins may decline over time as it expands into markets where it does not have

a leading position. These and other competitive pressures could materially adversely affect the Company's results of operations. See "Business -- Competition."

Operating Condition of Acquired Businesses

Although the Company has conducted what it believes to be a prudent level of investigation regarding the operating condition of the assets to be purchased in the Acquisitions in light of the circumstances of each transaction, certain unavoidable levels of risk remain regarding the actual operating condition of these assets. Until the Company actually assumes operating control of such assets, it will not be able to ascertain their actual value and, therefore, will be unable to ascertain whether the price paid for the Acquisitions represented a fair valuation. The same risk regarding the actual operating condition of businesses to be acquired will also apply to future acquisitions by the Company.

Risks of Consolidating Operations as a Result of the Acquisitions

In connection with the Acquisitions, Sonic is acquiring six dealerships or dealership groups. Each of these dealerships or groups has been operated and managed as a separate independent entity to date, and the Company's future operating results will depend on its ability to integrate the operations of these businesses and manage the combined enterprise. The Company's management group has been expanded in connection with these Acquisitions. There can be no assurance that the management group will be able to effectively and profitably integrate in a timely manner each of the dealerships included in the Acquisitions or any future acquisitions, or to manage the combined entity without substantial costs, delays or other operational or financial problems. The inability of the Company to do so could have a material adverse effect on the Company's business, financial condition and results of operations.

Risks Associated with Acquisitions

The retail automobile industry is considered a mature industry in which minimal growth is expected in unit sales of new vehicles. Accordingly, the Company's future growth will depend in large part on its ability to acquire additional dealerships as well as on its ability to manage expansion, control costs in its operations and consolidate dealership acquisitions, including the Acquisitions, into existing operations. In pursuing a strategy of acquiring other dealerships, including the Acquisitions,

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the Company faces risks commonly encountered with growth through acquisitions. These risks include, but are not limited to, incurring significantly higher capital expenditures and operating expenses, failing to assimilate the operations and personnel of the acquired dealerships, disrupting the Company's ongoing business, dissipating the Company's limited management resources, failing to maintain uniform standards, controls and policies, impairing relationships with employees and customers as a result of changes in management and causing increased expenses for accounting and computer systems, as well as integration difficulties. Installing new computer systems has in the past disrupted existing operations as management and salespersons adjust to new technologies. In addition, as contracts with existing suppliers of the Company's computer systems expire, the Company's strategy may be to install new systems at its existing dealerships. The Company expects that it will take one to two years to fully integrate an acquired dealership into the Company's operations and realize the full benefit of the Company's strategies and systems. There can be no assurance that the Company will be successful in overcoming these risks or any other problems encountered with such acquisitions, including in connection with the Acquisitions. Acquisitions may also result in significant goodwill and other intangible assets that are amortized in future years and reduce future stated earnings. See "The Acquisitions," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business -- Growth Strategy."

Although there are many potential acquisition candidates that fit the Company's acquisition criteria, there can be no assurance that the Company will be able to consummate any such transactions in the future or identify those candidates that would result in the most successful combinations, or that future acquisitions will be able to be consummated at acceptable prices and terms. In addition, increased competition for acquisition candidates could result in fewer acquisition opportunities for the Company and higher acquisition prices. The magnitude, timing and nature of future acquisitions will depend upon various factors, including the availability of suitable acquisition candidates, competition with other dealer groups for suitable acquisitions, the negotiation of acceptable terms, the Company's financial capabilities, the availability of skilled employees to manage the acquired companies and general economic and business conditions.

In addition, the Company's future growth as a result of its acquisition of automobile dealerships will depend on its ability to obtain the requisite Manufacturer approvals. There can be no assurance that it will be able to obtain such consents in the future. See " -- Manufacturers' Restrictions on Acquisitions" and "Business -- Relationships with Manufacturers."

In certain cases, the Company may be required to file applications and obtain clearances under applicable federal antitrust laws before consummation of an acquisition. These regulatory requirements may restrict or delay the Company's acquisitions, and may increase the cost of completing such transactions.

Limitations on Financial Resources Available for Acquisitions; Possible Inability to Refinance Existing Debt

The Company intends to finance acquisitions with cash on hand, through issuances of equity or debt securities and through borrowings under credit arrangements. The Company anticipates the borrowing limit under its long-term

credit arrangements will be increased following consummation of the Offering, although no assurance can be given that any such increase will occur or that such increase will adequately meet the Company's future financing needs. Similarly, there is no assurance that the Company will be able to obtain additional debt or equity securities financing. Using cash to complete acquisitions could substantially limit the Company's operating or financial flexibility. Using stock to consummate acquisitions may result in significant dilution of stockholders' percentage interest in the Company, which dilution may be prohibited by the Company's franchise agreements with Manufacturers. See " -- Stock Ownership/Issuance Limits." If the Company is unable to obtain financing on acceptable terms, the Company may be required to reduce significantly the scope of its presently anticipated expansion, which could materially adversely affect the Company's business. See "The Acquisitions," "Management's Discussion and Analysis of Financial Condition and Results of Operation -- Liquidity and Capital Resources" and "Business -- Growth Strategy."

In addition, the Company is dependent to a significant extent on its ability to finance the purchase of inventory, which in the automotive retail industry involves significant sums of money in the form of floor plan financing. As of June 30, 1997 on a pro forma basis for the Acquisitions, the Company had approximately \$142.2 million of floor plan indebtedness. Substantially all the assets of the Company's dealerships are pledged to secure such indebtedness, which may impede the Company's ability to borrow from other sources. Many floor plan lenders are associated with Manufacturers with whom the Company has franchise agreements. Consequently, deterioration of the Company's relationship with a Manufacturer could adversely affect its relationship with the affiliated floor plan lender and vice-versa. In addition, the Company must obtain new floor plan financing or obtain consents to assume such financing in connection with its acquisition of dealerships. See " -- Dependence on Automobile Manufacturers."

The Company's obligations under the Six-Month Facility (as defined herein) are guaranteed by Bruton Smith, the Company's Chairman and Chief Executive Officer, which guarantee is secured by a pledge of shares of Speedway Motorsports, Inc. common stock owned by Bruton Smith. The Company's obligations under the Revolving Facility (as defined herein) are guaranteed by Bruton Smith and are secured by, among other things, a pledge of shares of Speedway Motorsports, Inc.

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common stock owned by Sonic Financial Corporation ("Sonic Financial"). The Company currently intends to re-finance the Six-Month Facility (to the extent not repaid through proceeds of the Offering) with additional borrowings under the Revolving Facility, which the Company anticipates will be expanded from its current limit of \$26.0 million to \$75.0 million following the consummation of the Offering. (If net proceeds of the Offering to the Company are \$70 million or greater, the guarantee of the Revolving Facility by Bruton Smith and the pledge of shares of Speedway Motorsports, Inc. common stock owned by Sonic Financial, will be released pursuant to the terms of the Revolving Facility. If net proceeds of the Offering to the Company are less than \$70 million, Sonic Financial will be required to provide continued credit support for the Revolving Facility in the form of a pledge of shares of Speedway Motorsports, Inc. common stock owned by Sonic Financial equal in value to three times the amount of the shortfall between \$70 million and the actual net proceeds of the Offering to the Company.) When the Company will need to refinance the Revolving Facility, there can be no assurance that Mr. Smith will agree to guarantee such debt or that the assets of Mr. Smith or Sonic Financial will be available to provide additional security under a new credit agreement, or that a new credit agreement could be arranged on terms as favorable as the terms of the Six-Month Facility or the Revolving Facility without a guarantee by, or pledge of the assets of, Mr. Smith or Sonic Financial.

Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity

Standard automobile franchise agreements prohibit transfers of any ownership interests of a dealership and its parent, such as Sonic, and, therefore, often do not by their terms accommodate public trading of the capital stock of a dealership or its parent. While, prior to the Offering and as a condition thereto, all of the Manufacturers of which Company subsidiaries are franchisees will have agreed to permit the Offering and trading in the Class A Common Stock (except as described under " -- No Consent From Jaguar or KIA"), a number of Manufacturers will continue to impose restrictions upon the transferability of the Common Stock. Ford may cause the Company to sell or resign from one or more of its Ford franchises if any person or entity (other than members of the Smith Group) acquires 15% or more of the Company's voting securities. Likewise, General Motors, Toyota and Nissan Motor Corporation In U.S.A. ("Infiniti") may force the sale of their respective franchises if 20% of more of the Company's voting securities are so acquired. American Honda Co., Inc. ("Honda") may force the sale of the Company's Honda franchise if any person or entity, excluding members of the Smith Group, acquires 5% of the Common Stock (10% if such entity is an institutional investor), and Honda deems such person or entity to be unsatisfactory. Volkswagen of America, Inc. ("Volkswagen") has approved of the public sale of only 25% of the voting control of the Company and requires prior approval of any change in control or management of the Company that would affect the Company's control or management of its Volkswagen franchise subsidiaries. Chrysler also has approved of the public sale of only 50% of the Common Stock and requires prior approval of any future sales that would result in a change in voting or managerial control of the Company. Honda's approval of the Offering is subject to the Smith Group plus Nelson Bowers owning

51% of the shares of Common Stock on a fully-diluted basis. Upon consummation of the Offering, 48.9% of the Common Stock (on a fully diluted basis after giving effect to the options to be issued at the time of the Offering under the Stock Option Plan) will be owned by persons other than the Smith Group or Nelson Bowers (assuming full exercise of the Underwriters' over-allotment option). Accordingly, the Company will not be able to issue additional shares of Common Stock (in connection with an acquisition or otherwise) or options without the consent of Honda and Chrysler or being in violation of such dealership agreement. See "Business -- Relationships with Manufacturers." In a similar manner, the lending arrangements the Company has recently obtained require that voting control over the Company be maintained by the Smith Group. See "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Liquidity and Capital Resources." Any transfer of shares of the Company's Common Stock, including a transfer by members of the Smith Group, will be outside the control of the Company and, if such transfer results in a change in control of the Company, could result in the termination or non-renewal of one or more of its franchise agreements and in a default under its credit arrangements. Moreover, these issuance limitations may impede the Company's ability to raise capital through additional equity offerings or to issue Common Stock as consideration for, and therefore, to consummate, future acquisitions. Such restrictions also may prevent or deter prospective acquirors from acquiring control of the Company and, therefore, may adversely impact the Company's equity value. See " -- Limitations on Financial Resources Available for Acquisitions; Possible Inability to Refinance Existing Debt."

The Company has contractual obligations to provide "piggyback" registration rights to holders of Class B Common Stock to register their shares under the Securities Act under certain circumstances. Additionally, such shares will become in the future, eligible for sale pursuant to the terms of Rule 144 promulgated under the Securities Act ("Rule 144"). See "Certain Transactions -- Registration Rights Agreement" and "Shares Eligible for Future Sale." The Company will also issue certain stock options prior to consummation of the Offering. See "Management -- Stock Option Plan."

Manufacturers' Restrictions on Acquisitions

The Company is required to obtain the consent of the applicable Manufacturer prior to the acquisition of any additional dealership franchises. There can be no assurance that Manufacturers will grant such approvals. Obtaining the consent of the Manufacturers for acquisitions of dealerships could also take a significant amount of time. Obtaining the approvals of the Manufacturers for the Acquisitions has taken approximately five months. Although no assurances can be given, the Company

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believes that Manufacturer approvals of subsequent acquisitions from Manufacturers with which the Company has previously completed applications and agreements may take less time. The Company has received the approval of all of the applicable Manufacturers in connection with the Acquisitions except Jaguar Cars, a division of Ford ("Jaguar") and Kia Motors America, Inc. ("KIA"). If the Company experiences delays in obtaining, or fails to obtain, approvals of the Manufacturers for acquisitions of dealerships, the Company's growth strategy could be materially adversely affected. In determining whether to approve an acquisition, the Manufacturers may consider many factors, including the moral character, business experience, financial condition, ownership structure and CSI scores of the Company and its management. In addition, under an applicable franchise agreement or under state law a Manufacturer may have a right of first refusal to acquire a dealership in the event the Company seeks to acquire a dealership franchise.

In addition, a Manufacturer may limit the number of such Manufacturers' dealerships that may be owned by the Company or the number that may be owned in a particular geographic area. For example, Ford currently limits the Company to no more than the lesser of (i) 15 Ford and 15 Lincoln Mercury dealerships or (ii) that number of Ford and Lincoln Mercury dealerships accounting for 2% of the preceding year's retail sales of those brands in the United States. It also limits the Company to owning only one Ford dealership in any market area, as defined by Ford, having three or less Ford dealerships in it and no more than 25% of the Ford dealerships in a market area having four or more Ford dealerships. Chrysler has asked the Company to defer any further acquisitions of Chrysler or Chrysler division dealerships until it has established a proven performance record with the Chrysler dealerships it owns or is acquiring in the Acquisitions. BMW has made a similar request. Moreover, Chrysler has recently announced its general policy of limiting ownership to ten Chrysler dealerships in the United States, six Chrysler dealerships in the same sales zone, as determined by Chrysler, and two dealerships in the same market (but no more than one like vehicle line brand in the same market). Toyota currently limits the number of dealerships which may be owned by any one group to seven Toyota and three Lexus dealerships nationally and restricts the number of dealerships that may be owned to (i) the greater of one dealership, or 20% of the Toyota dealer count in a "Metro" market (as defined by Toyota), (ii) the lesser of five dealerships or 5% of the Toyota dealerships in any Toyota region (currently 12 geographic regions), and (iii) two Lexus dealerships in any one of the four Lexus geographic areas. Toyota further requires that at least nine months elapse between acquisitions. Similarly, it is currently the policy of Honda to restrict any company from holding more than seven Honda or more than three Acura franchises nationally and to restrict the number of franchises to (i) one Honda dealership in a "Metro" market (a metropolitan market represented by two or more Honda dealers) with two to 10 Honda dealership points, (ii) two Honda dealerships in a Metro market with 11 to 20 Honda dealership points, (iii) three

Honda dealerships in a Metro market with 21 or more Honda dealership points, (iv) no more than 4% of the Honda dealerships in any one of the 10 Honda geographic zones, (v) one Acura dealership in a Metro market (a metropolitan market with two or more Acura dealership points), and (vi) two Acura dealerships in any one of the six Acura geographic zones. Toyota and Honda also prohibit ownership of contiguous dealerships and the coupling of a franchise with any other brand without their consent. General Motors Corporation ("GM" or "General Motors") has limited the number of GM dealerships that the Company may acquire during the next two years to five additional GM dealership locations, which number may be increased on a case-by-case basis. In addition, GM limits the maximum number of GM dealerships that the Company may acquire to 50% of the GM dealerships, by franchise line, in a GM-defined geographic market area having multiple GM dealers.

As a condition to granting their consent to the Acquisitions, a number of Manufacturers have also imposed certain other restrictions on the Company. In addition to the restrictions under " -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" above, these restrictions principally consist of restrictions on (i) certain material changes in the Company or extraordinary corporate transactions such as a merger, sale of a material amount of assets or change in the Board of Directors or management of the Company which could have a material adverse effect on the Manufacturer's image or reputation or could be materially incompatible with the Manufacturer's interests; (ii) the removal of a dealership general manager without the consent of the Manufacturer; and (iii) the use of dealership facilities to sell or service new vehicles of other manufacturers. If the Company is unable to comply with these restrictions, the Company generally must (i) sell the assets of the dealerships to the Manufacturer or to a third party acceptable to the Manufacturer, or (ii) terminate the dealership agreements with the Manufacturer. Other manufacturers may impose other and more stringent restrictions in connection with future acquisitions.

The Company owns, after giving effect to the Reorganization and the Acquisitions, five Ford dealerships, six Chrysler dealerships, two BMW dealerships, two Volvo dealerships, two Volkswagen dealerships and one dealership each of GM, Toyota, Honda, Jaguar, Infiniti and KIA. No Consent from Jaguar or KIA

The Company has not entered into any agreement with respect to the approval by (a) Jaguar of the proposed acquisition of the assets of the Jaguar of Chattanooga dealership (the "Jaguar Dealership") or (b) KIA of the proposed acquisition of the assets of the KIA of Chattanooga dealership (the "KIA Dealership") by the Company as a part of the Bowers Acquisition. The Company and each of Jaguar and KIA are continuing to negotiate with respect to this matter, although no assurance can

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be given that such negotiations will result in an arrangement that is favorable to the Company. If Jaguar or KIA refuses to give its approval to the Company, the Company may not be able to acquire the Jaguar Dealership or the KIA Dealership, as the case may be. The Jaguar Dealership and the KIA Dealership each accounted for less than 1% of the Company's 1996 pro forma revenues and profits, respectively.

Potential Conflicts of Interest

Bruton Smith, the Chairman and Chief Executive Officer of the Company, will continue to serve as the Chairman and Chief Executive Officer of Speedway Motorsports. Accordingly, the Company will compete with Speedway Motorsports for the management time of Mr. Smith. Under his employment agreement with the Company, Mr. Smith is required to devote approximately 50% of his business time to the affairs of the Company. The remainder of his business time may be devoted to other entities including Speedway Motorsports.

The Company has in the past and will likely in the future enter into transactions with entities controlled by either Mr. Smith, Nelson Bowers or Ken Marks or other affiliates of the Company. The Company believes that all of these arrangements are favorable to the Company and were entered into on terms that, taken as a whole, reflect arms'-length negotiations, although certain lease provisions included in such transactions may be at below-market rates. Since no independent appraisals evaluating these business transactions were obtained, there can be no assurance that such transactions are on terms no less favorable than could have been obtained from unaffiliated third parties. Certain of the existing arrangements will continue after the Offering. Potential conflicts of interest could also arise in the future between the Company and these affiliated parties in connection with the enforcement, amendment or termination of these arrangements. See "Certain Transactions." The Company anticipates renegotiating its leases with all related parties at lease expiration at fair market rentals, which may be higher than current rents. For further discussion of these related party leases, see "Certain Transactions -- Certain Dealership Leases."

In addition to his interest and responsibilities with the Company, Nelson Bowers has ownership interests in several non-Company entities, including a Toyota dealership in Cleveland, Tennessee, an auto body shop in Chattanooga, Tennessee a used-car auction house and a Saturn dealership in Chattanooga, Tennessee which he may negotiate to sell back to the manufacturer. These enterprises are involved in businesses that are related to, and that compete with, the businesses of the Company. Pursuant to his employment agreement, Mr. Bowers is not permitted to participate actively in the operation of those businesses (other than the Saturn dealership) and is only permitted to maintain a passive investment in these enterprises.

Under the General Corporation Law of Delaware ("Delaware Law") generally, a corporate insider is precluded from acting on a business opportunity in his

individual capacity if that opportunity is one which the corporation is financially able to undertake, is in the line of the corporation's business, is of practical advantage to the corporation and is one in which the corporation has an interest or reasonable expectancy. Accordingly, corporate insiders are generally required to engage in new business opportunities of the Company only through the Company unless a majority of the Company's disinterested directors decide under the standards discussed above that it is not in the best interest of the Company to pursue such opportunities.

The Company's Amended and Restated Certificate of Incorporation (the "Certificate") contains provisions providing that transactions between the Company and its affiliates must be no less favorable to the Company than would be available in corporate transactions in arms'-length dealing with an unrelated third party. Moreover, any such transactions involving aggregate payments in excess of \$500,000 must be approved by a majority of the Company's directors and a majority of the Company's independent directors. Otherwise, the Company must obtain an opinion as to the financial fairness of the transaction to be issued by an investment banking or appraisal firm of national standing.

Lack of Independent Directors

As of the date hereof, all of the members of the Company's Board of Directors are employees and/or majority shareholders of the Company or affiliates thereof. Although the Company intends to appoint at least two independent directors following completion of the Offering, such directors will not constitute a majority of the Board, and the Company's Board may not have a majority of independent directors in the future. In the absence of a majority of independent directors, the Company's executive officers, who also are principal stockholders and directors, could establish policies and enter into transactions without independent review and approval thereof, subject to certain restrictions under the Certificate. In addition, although the Company intends to establish audit and compensation committees which will consist entirely of outside directors, until those committees are established, audit and compensation policies could be approved without independent review. These and other transactions could present the potential for a conflict of interest between the Company and its stockholders generally and the controlling officers, stockholders or directors. See "Management."

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Dependence on Key Personnel and Limited Management and Personnel Resources

The Company's success depends to a significant degree upon the continued contributions of its management team (particularly its senior management) and service and sales personnel. Additionally, Manufacturer franchise agreements require the prior approval of the applicable Manufacturer before any change is made in franchise general managers. For instance, Volvo has required that Nelson Bowers and Richard Dyer maintain a 20% interest in, and be the general managers of, the Company's Volvo dealerships formerly owned by them. Consequently, the loss of the services of one or more of these key employees could have a material adverse effect on the Company. Although the Company has employment agreements with Bruton Smith, Bryan Scott Smith, Nelson Bowers, Theodore M. Wright, O. Ken Marks, Jr. and Jeffrey C. Rachor, the Company will not have employment agreements in place with other key personnel. In addition, as the Company expands it may need to hire additional managers and will likely be dependent on the senior management of any businesses acquired. The market for qualified employees in the industry and in the regions in which the Company operates, particularly for general managers and sales and service personnel, is highly competitive and may subject the Company to increased labor costs in periods of low unemployment. The loss of the services of key employees or the inability to attract additional qualified managers could have a material adverse effect on the Company. In addition, the lack of qualified management or employees employed by the Company's potential acquisition candidates may limit the Company's ability to consummate future acquisitions. See "Business -- Growth Strategy," "Business -- Competition" and "Management."

Mature Industry; Cyclical and Local Nature of Automobile Sales

The United States automobile dealership industry generally is considered a mature industry in which minimal growth is expected in unit sales of new vehicles. As a consequence, growth in the Company's revenues and earnings are likely to be significantly affected by the Company's success in acquiring and integrating dealerships and the pace and size of such acquisitions. See " -- Risks Associated with Acquisitions" and "Business -- Growth Strategy."

The automobile industry is cyclical and historically has experienced periodic downturns characterized by oversupply and weak demand. Many factors affect the industry, including general economic conditions and consumer confidence, the level of discretionary personal income, interest rates and credit availability. For the six months ended June 30, 1997, industry retail sales were down 2% as a result of retail car sales declines of 5.3% and retail truck sales gains of 2.4% from the same period in 1996. Future recessions may have a material adverse effect on the Company's business.

Local economic, competitive and other conditions also affect the performance of dealerships. The Sonic Dealerships are located in the Charlotte and Houston markets. Pursuant to the Acquisitions, the Company is acquiring dealerships in the metropolitan areas of Charlotte, Chattanooga, Nashville, Tampa-Clearwater and Atlanta. While the Company intends to pursue acquisitions outside of these markets, the Company expects that the majority of its operations will continue to be concentrated in these areas for the foreseeable future. As a result, the Company's results of operations will depend substantially on general economic conditions and consumer spending habits in the Southeast and, to a lesser extent, in the Houston market, as well as various other factors, such as tax rates and state and local regulations, specific to

North Carolina, Tennessee, Florida, Texas, Georgia and South Carolina. There can be no assurance that the Company will be able to expand geographically, or that any such expansion will adequately insulate it from the adverse effects of local or regional economic conditions. See "Business -- Growth Strategy."

Seasonality

The Company's business is seasonal, with a disproportionate amount of revenues occurring in the second, third and fourth fiscal quarters. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Imported Product Restrictions and Foreign Trade Risks

Certain motor vehicles retailed by the Company, as well as certain major components of vehicles retailed by the Company, are of foreign origin. Accordingly, the Company is subject to the import and export restrictions of various jurisdictions and is dependent to some extent upon general economic conditions in and political relations with a number of foreign countries, particularly Japan and Sweden. Additionally, fluctuations in currency exchange rates may adversely affect the Company's sales of vehicles produced by foreign manufacturers. Imports into the United States may also be adversely affected by increased transportation costs and tariffs, quotas or duties.

Adverse Effect of Governmental Regulation; Environmental Regulation Compliance Costs

The Company is subject to a wide range of federal, state and local laws and regulations, such as local licensing requirements, and consumer protection laws. The violation of these laws and regulations can result in civil and criminal penalties being levied against the Company or in a cease and desist order against Company operations that are not in compliance. Future acquisitions by the Company may also be subject to regulation, including antitrust reviews. The Company believes

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that it complies in all material respects with all laws and regulations applicable to its business, but future regulations may be more stringent and require the Company to incur significant additional costs.

The Company's facilities and operations are also subject to federal, state and local laws and regulations relating to environmental protection and human health and safety, including those governing wastewater discharges, air emissions, the operation and removal of underground storage tanks, the use, storage, treatment, transportation and disposal of solid and hazardous materials and the remediation of contamination associated with such disposal. Certain of these laws and regulations may impose joint and several liability on certain statutory classes of persons for the costs of investigation or remediation of contaminated properties, regardless of fault or the legality of the original disposal. These persons include the present or former owner or operator of a contaminated property and companies that generated, disposed of or arranged for the disposal of hazardous substances found at the property.

Past and present business operations of the Company subject to such laws and regulations include the use, storage handling and contracting for recycling or disposal of hazardous or toxic substances or wastes, including environmentally sensitive materials such as motor oil, waste motor oil and filters, transmission fluid, antifreeze, freon, waste paint and lacquer thinner, batteries, solvents, lubricants, degreasing agents, gasoline and diesel fuels. The Company is subject to other laws and regulations as a result of the past or present existence of underground storage tanks at many of the Company's properties. The Company, like many of its competitors, has incurred, and will continue to incur, capital and operating expenditures and other costs in complying with such laws and regulations. In addition, soil and groundwater contamination exist at certain of the Company's properties, and there can be no assurance that other properties have not been contaminated by any leakage from underground storage tanks or by any spillage or other releases of hazardous or toxic substances or wastes.

Certain laws and regulations, including those governing air emissions and underground storage tanks, have been amended so as to require compliance with new or more stringent standards as of future dates. The Company cannot predict what other environmental legislation or regulations will be enacted in the future, how existing or future laws or regulations will be administered or interpreted or what environmental conditions may be found to exist in the future. Compliance with new or more stringent laws or regulations, stricter interpretation of existing laws or the future discovery of environmental conditions may require additional expenditures by the Company, some of which may be material. See "Business -- Governmental Regulations and Environmental Matters."

Concentration of Voting Power and Anti-takeover Provisions

The Common Stock is divided into two classes with different voting rights, which allows for the maintenance of control of the Company by the holders of the Class B Common Stock. Holders of Class A Common Stock are entitled to one vote per share on all matters submitted to a vote of the stockholders of the Company. Holders of Class B Common Stock are entitled to ten votes per share on all matters, except that the Class B Common Stock is entitled to only one vote per share with respect to any transaction proposed or approved by the Company's Board of Directors, proposed by or on behalf of the holders of the Class B Common Stock or their affiliates or as to which any members of the Smith Group or any affiliate thereof has a material financial interest (other than as a then existing stockholder of the Company) constituting a (a) "going private" transaction (as defined herein), (b) disposition of substantially all of the Company's assets, (c) transfer resulting in a change in the nature of the Company's business, or (d) merger or consolidation in which current holders of

Common Stock would own less than 50% of the Common Stock following such transaction. The two classes vote together as a single class on all matters, except where class voting is required by Delaware Law, which exception would apply, among other situations, to a vote on any proposal to modify the voting rights of the Class A Common Stock. See "Description of Capital Stock." Upon completion of this Offering (assuming the Underwriters' over-allotment option is not exercised), the existing holders of Class B Common Stock will have approximately 92.6% of the combined voting power of the Common Stock (in those circumstances in which the Class B Common Stock has ten votes per share) and 55.6% of the outstanding Common Stock. Accordingly such holders of Class B Common Stock will effectively have the ability to elect all of the directors of the Company and to control all other matters requiring the approval of the Company's stockholders. In addition, the Company may issue additional shares of Class B Common Stock to members of the Smith Group in the future for fair market value. See "Principal Stockholders."

The disproportionate voting rights of the Class B Common Stock under the above-mentioned circumstances could have a material adverse effect on the market price of the Class A Common Stock. Such disproportionate voting rights may make the Company a less attractive target for a takeover than it otherwise might be, or render more difficult or discourage a merger proposal, a tender offer or a proxy contest, even if such actions were favored by a majority of the holders of the Class A Common Stock.

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Certain provisions of the Certificate and the Company's Bylaws make it more difficult for stockholders of the Company to effect certain corporate actions. See "Description of Capital Stock -- Delaware Law, Certain Charter and Bylaw Provisions and Certain Franchise Agreement Provisions." Under the Company's Stock Option Plan, options outstanding thereunder become immediately exercisable upon a change in control of the Company. See "Management -- Employment Agreements" and " -- Stock Option Plan." The agreements, corporate documents and laws described above, as well as provisions of the Company's franchise agreements described in " -- Dependence on Automobile Manufacturers" and " -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" above (permitting Manufacturers to terminate such agreements upon a change of control) and provisions of the Company's lending arrangements described in " -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" above (creating an event of default thereunder upon a change in control), may have the effect of delaying or preventing a change in control of the Company or preventing stockholders from realizing a premium on the sale of their shares of Class A Common Stock upon an acquisition of the Company.

The Certificate authorizes the Board of Directors of the Company to issue three million shares of "blank check" preferred stock with such designations, rights and preferences as may be determined from time to time by the Board of Directors. Accordingly, the Board of Directors is empowered, without stockholder approval, to issue preferred stock with dividend, liquidation, conversion, voting or other rights or preferences that could adversely affect the voting power or other rights of the holders of the Class A Common Stock. In the event of issuance, the preferred stock could be utilized, under certain circumstances, as a method of discouraging, delaying, or preventing a change in control of the Company. The issuance of preferred stock could also prevent stockholders from realizing a premium upon the sale of their shares of Class A Common Stock upon an acquisition of the Company. Although the Company has no present intention to issue any shares of its preferred stock, there can be no assurance that the Company will not do so in the future. See "Description of Capital Stock."

Additionally, the Company's Bylaws provide: (i) for a Board of Directors divided into three classes serving staggered terms; (ii) that special meetings of stockholders may be called only by the Chairman or by the Company's Secretary or Assistant Secretary at the request in writing of a majority of the Board of Directors; (iii) that no stockholder action may be taken by written consent; and (iv) that stockholders seeking to bring business before an annual meeting of stockholders, or to nominate candidates for election as directors at an annual or a special meeting of stockholders, must provide timely notice thereof in writing. These provisions will impair the stockholders' ability to influence or control the Company or to effect a change in control of the Company, and may prevent stockholders from realizing a premium on the sale of their shares of Class A Common Stock upon an acquisition of the Company. See "Description of Capital Stock."

No Prior Public Market for Class A Common Stock and Possible Volatility of Stock Price

Prior to the Offering, there has been no public market for the Class A Common Stock. The Class A Common Stock has been approved for listing on the NYSE, subject to official notice of issuance. The initial public offering price of the Class A Common Stock will be determined by negotiations among the Company and representatives of the Underwriters. See "Underwriting." There can be no assurance that the market price of the Class A Common Stock prevailing at any time after this Offering will equal or exceed the initial public offering price or that an active trading market will be developed after the Offering or, if developed, that it will be sustained. Quarterly and annual operating results of the Company, variations between such results and the results expected by investors and analysts, changes in local or general economic conditions or developments affecting the automobile industry, the Company or its competitors could cause the market price of the Class A Common Stock to fluctuate substantially. As a result of these factors, as well as other factors common to initial public offerings, the market price could fluctuate substantially from

the initial offering price. In addition, the stock market has, from time to time, experienced extreme price and volume fluctuations, which could adversely effect the market price for the Class A Common Stock without regard to the financial performance of the Company.

Dilution

Purchasers of Class A Common Stock in the Offering will experience immediate and substantial dilution in the amount of \$11.59 per share in net tangible book value per share from the initial offering price. See "Dilution." Potential Adverse Market Price Effect of Additional Shares Eligible for Future Sale

The 6,250,000 shares of Class B Common Stock owned beneficially by existing stockholders of the Company, the 587,509 shares of Class A Common Stock underlying options to be granted by the Company under the Stock Option Plan on or before the consummation of the Offering and the 42,187 shares of Class A Common Stock (45,000 shares if the Underwriter's over-allotment option is exercised in full) underlying the Dyer Warrant (as defined herein), are "restricted securities" as defined in Rule 144 under the Securities Act, and may in the future be resold in compliance with Rule 144. See "Management -- Stock Option Plan" and "The Acquisitions -- The Dyer Acquisition." In addition, 6,250,000 shares of Common Stock constituting restricted securities are subject to certain piggyback registration rights. See "Certain Transactions -- Registration Rights Agreements." No prediction can be made as to the effect that resale of shares of Common Stock, or the

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availability of shares of Common Stock for resale, will have on the market price of the Class A Common Stock prevailing from time to time. The resale of substantial amounts of Common Stock, or the perception that such resales may occur, could materially and adversely affect prevailing market prices for the Common Stock and the ability of the Company to raise equity capital in the future. The Company has agreed, subject to certain exceptions, not to issue, and all executive officers of the Company and all owners of the Class B Common Stock have agreed not to resell, any shares of Common Stock or other equity securities of the Company for 180 days after the date of this Prospectus without the prior written consent of the representatives of the Underwriters. See "Management -- Stock Option Plan," "Shares Eligible for Future Sale" and "Underwriting."

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THE REORGANIZATION

The Company was incorporated in 1997 and capitalized with the stock of the Sonic Dealerships, which have been under the control of Bruton Smith and which are comprised of Town & Country Ford, Town & Country Toyota, Lone Star Ford, Fort Mill Ford and Frontier Oldsmobile-Cadillac. As of June 30, 1997, the Company effected the Reorganization pursuant to which: (i) the Company acquired all of the Dealership Securities; and (ii) the Company issued Class B Common Stock in exchange for the Dealership Securities. See "Certain Transactions -- Other Transactions." Subsequent to the Reorganization, the Company will convert from the LIFO Method of inventory accounting to the industry standard FIFO Method of inventory accounting, conditioned upon the closing of the Offering. In connection with the FIFO Conversion, and in accordance with generally accepted accounting principles, the accompanying financial information of the Company has been retroactively restated to reflect the FIFO Conversion. As a result of the Reorganization, the historical combined financial information included in this Prospectus is not necessarily indicative of the results of operations, financial position and cash flows of the Company in the future or of those which would have resulted had the Reorganization been in effect during the periods presented in the Company's Combined and Consolidated Financial Statements included elsewhere in this Prospectus. See "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Overview."

THE ACQUISITIONS

In the last four months, the Company has consummated or signed definitive agreements to purchase six additional dealerships or dealership groups for an aggregate purchase price of approximately \$94.8 million. These acquisitions consist of the Ken Marks Acquisition (consummated on October 15, 1997), the Bowers Acquisition, the Lake Norman Acquisition (consummated on September 29, 1997), the Dyer Acquisition, the Fort Mill Acquisition (consummated on June 3, 1997) and the Williams Acquisition (consummated on October 10, 1997).

The closing of the Offering is contingent upon the Company consummating the remaining Acquisitions. The Company intends to use the proceeds from the Offering to pay the purchase prices of the remaining Acquisitions and to repay certain of the indebtedness incurred in connection with the consummated Acquisitions. See "Use of Proceeds." In addition, the Company intends to refinance all of the floor plan indebtedness of the dealerships being acquired in the Acquisitions.

The following table sets forth the sources and uses of funds for financing of the Acquisitions after giving effect to the Offering:

<TABLE>

<CAPTION>

	(in millions)
<S>	<C>
Sources of funds:	
The Six-Month Facility(a).....	\$ 3.3
The Revolving Facility.....	26.0
The Bowers Note (as defined below).....	4.0
Class A Common Stock offered hereby(b).....	58.5

Existing escrows(c).....	3.0
Total.....	\$ 94.8

Uses of funds:	
The Ken Marks Acquisition(d).....	\$ 25.5
The Bowers Acquisition.....	27.6
The Lake Norman Acquisition(e).....	18.2
The Dyer Acquisition(f).....	18.0
The Fort Mill Acquisition(g).....	3.7
The Williams Acquisition.....	1.8
Total.....	\$ 94.8

</TABLE>

(footnotes on following page)

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- (a) The Company initially borrowed \$20 million under this facility to fund the Lake Norman Acquisition and the Williams Acquisition, approximately \$16.7 million of which is anticipated to be repaid with the proceeds of the Offering assuming the shares are sold at the mid-point of the range set forth on the front cover of this Prospectus.
- (b) Represents net proceeds assuming Class A Common Stock is sold at the mid-point of the range set forth on the front cover of this Prospectus. To the extent the Class A Common Stock is sold below such mid-point, borrowings under the Revolving Facility or the Six-Month Facility will be adjusted.
- (c) Pursuant to the Ken Marks Acquisition, the Lake Norman Acquisition, the Bowers Acquisition, and the Dyer Acquisition, \$0.5 million, \$0.5 million, \$1.0 million and \$1.0 million, respectively, has been deposited by Sonic into escrow accounts.
- (d) The Ken Marks Acquisition was financed with the proceeds of the Company's initial borrowing under the Revolving Facility.
- (e) The Lake Norman Acquisition was financed with the proceeds of the Six-Month Facility.
- (f) Does not include the Dyer Warrant. See footnote 2 to the Pro Forma Combined and Consolidated Balance Sheet as of June 30, 1997.
- (g) \$3.5 million of the purchase price for the Fort Mill Acquisition was initially funded from the proceeds of a loan from Bruton Smith. This loan will be repaid from the proceeds of the Offering.

The Ken Marks Acquisition. Ken Marks Ford is located in Clearwater, Florida. Ken Marks, Jr., together with the other stockholders of Ken Marks Ford, and the Company entered into a definitive stock purchase agreement in July 1997, providing for the acquisition by the Company of all of the outstanding stock of Ken Marks Ford. Ken Marks Ford had retail sales of approximately 4,369 new and 1,764 used vehicles, had aggregate revenues of approximately \$148.4 million in 1996, and, based on revenues, is one of the 20 largest Ford dealerships in the United States. This acquisition further implements the Company's growth strategy by adding a well-managed dealership with significant presence in a new market. Ken Marks, Jr., with over 13 years of automotive retailing experience in central Florida, will continue to serve as the Executive Manager of Ken Marks Ford and will join the senior management team of the Company as the Regional Vice President for Florida.

In the Ken Marks Acquisition, consummated on October 15, 1997, the Company purchased all of the outstanding capital stock of Ken Marks Ford for a total of approximately \$25.5 million. At closing, the Company paid the stockholders of Ken Marks Ford the sum of approximately \$25.5 million (of which \$0.5 million will be paid to certain employees of Ken Marks Ford in the form of stay bonuses), less \$0.5 million which was deposited into escrow for certain contingencies. The \$25.5 million sum will be adjusted downward to the extent that the net book value of Ken Marks Ford as of the closing is ultimately determined to be less than approximately \$5.1 million. Ken Marks Ford will continue to lease its facilities from an affiliate of the original stockholders of Ken Marks Ford. See "Business -- Facilities" and "Certain Transactions -- Certain Dealership Leases."

The Bowers Acquisition. European Motors of Nashville (a BMW and Volkswagen dealership), European Motors (a BMW and Volvo dealership), Jaguar of Chattanooga (a Jaguar and Infiniti dealership), Cleveland Chrysler-Plymouth-Jeep-Eagle, Nelson Bowers Dodge, Cleveland Village Imports (a Honda dealership), Nelson Bowers Ford, L.P. and KIA of Chattanooga (a KIA and Volkswagen dealership) (collectively, the "Bowers Dealerships") and the Company, as well as the persons and entities controlling the Bowers Dealerships, have entered into a definitive asset purchase agreement dated as of June 24, 1997. The Bowers Dealerships are located in the Chattanooga, Tennessee metropolitan area, with the exception of European Motors of Nashville, which is located in Nashville, Tennessee. The Bowers Dealerships had retail sales of approximately 2,331 new and 1,777 used vehicles, and had aggregate revenues of approximately \$101.5 million in 1996. The Bowers Dealerships estimate that their combined market share of total new vehicle unit sales in the Chattanooga metropolitan market was approximately 9.1% for 1996. This acquisition serves the Company's growth strategy by adding a group of well-managed dealerships with a substantial portion of its sales in luxury vehicles. Nelson Bowers, the Bowers Dealerships' chief executive, and

Jeffrey Rachor, their chief operating officer, have over 20 and 10 years of experience in the automotive industry, respectively. Mr. Bowers will join the Company's senior management team as Executive Vice President. Mr. Rachor will be the Company's Regional Vice President for the Mid-South region, which includes Tennessee, Georgia, Kentucky and Alabama.

The Company will acquire substantially all the Bowers Dealerships' assets, excluding real property, and assume substantially all the liabilities associated with the purchased assets. For the Bowers Acquisition, the Company agreed to pay up to \$27.6 million. At closing, the Company will pay \$22.6 million in cash to the sellers and will deposit \$1.0 million into an escrow account, all subject to certain potential downward adjustments based on the net book value of the purchased assets and assumed liabilities as of the closing. The balance (up to \$4.0 million) of the purchase price will be evidenced by the

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Company's promissory notes that will be payable in 28 equal quarterly installments and will bear interest at NationsBank's prime rate less 0.5% (the "Bowers Note"). The sellers or their affiliates will retain ownership of certain real property underlying some of the dealerships and will lease such property to the Company. See "Business -- Facilities" and "Certain Transactions -- Certain Dealership Leases." In the event the Company fails to close the Bowers Acquisition by November 21, 1997, it has agreed to pay a termination fee.

Volvo's consent to the Company's acquisition of the European Motors' Volvo franchise assets requires that Mr. Bowers maintain a 20% interest in, and serve as the manager of, the Company's Volvo franchisee subsidiary operating the European Motors' Volvo assets. See "Certain Transactions -- The Bowers Note."

The Lake Norman Acquisition. Lake Norman Chrysler-Plymouth-Jeep-Eagle and Lake Norman Dodge (collectively, the "Lake Norman Dealerships") are both located in Cornelius, North Carolina approximately 20 miles north of Charlotte. The Lake Norman Dealerships had retail sales of approximately 3,572 new and 2,320 used vehicles, and had aggregate revenues of approximately \$137.7 million in 1996. The existing management of the Lake Norman Dealerships will continue with the Company.

On September 29, 1997, the Company acquired substantially all the Lake Norman Dealerships' assets, excluding real property, and assume substantially all of the sellers' liabilities. For the Lake Norman Acquisition, the Company agreed to pay up to \$18.2 million. At closing, the Company paid \$17.7 million in cash to the sellers and deposited \$0.5 million into an escrow account. The purchase price will be adjusted downward based on the net book value of the purchased assets and assumed liabilities as of the closing date, to be determined after the closing. The sellers of the assets retained ownership of the three tracts of real property underlying the dealerships and lease such property to the Company. See "Business -- Facilities."

The Dyer Acquisition. Dyer & Dyer, Inc. ("Dyer Volvo"), which is located in Atlanta, Georgia, is the largest Volvo dealership in the United States in terms of retail unit sales. For 1996, Dyer Volvo had retail sales of approximately 1,284 new and 1,493 used vehicles, and had aggregate revenues of approximately \$72.6 million. This acquisition is a significant step in the Company's growth strategy in that it adds a large, well-managed dealership in a new geographic market and increases the Company's presence in the luxury car market. Richard Dyer, who has over 25 years in the automotive retailing industry, will continue as the Company's Executive Manager of Dyer Volvo.

The Company will acquire all of the operating assets of Dyer Volvo for \$18.0 million plus assumption of substantially all of Dyer Volvo's existing recorded liabilities and obligations. The \$18.0 million purchase price is subject to adjustment in the event that net book value of the purchased assets, less assumed liabilities, is more or less than \$10.5 million as of the date of the closing. At the closing, the Company will pay \$17.0 million in cash to the seller and deposit \$1.0 million into an escrow account. In addition, the Company will issue a warrant to Richard Dyer to purchase 0.375% of the Company's outstanding shares of Common Stock (in the form of Class A Common Stock) after consummation of the Offering (45,000 shares if the Underwriters' over-allotment option is exercised in full) pursuant to his employment agreement with the Company at a per share exercise price equal to the initial public offering per share price (the "Dyer Warrant"). The Dyer Warrant is exercisable immediately and will expire five years after the consummation of the Dyer Acquisition. The Dyer Warrant is in addition to stock options that are to be granted to Richard Dyer under the Company's Stock Option Plan. Dyer Volvo leases its dealership premises and the Company will assume Dyer Volvo's obligations under the leases at the closing. See "Business -- Facilities." The closing of the Dyer acquisition will occur no later than November 21, 1997. If the Company fails to perform its obligation to close by that date, it has agreed to pay a termination fee.

Volvo's consent to the Dyer Acquisition requires that Richard Dyer maintain a 20% interest in, and serve as the manager of, the Company's Volvo franchisee subsidiary operating the Dyer Volvo dealership.

The Fort Mill Acquisition. Fort Mill Chrysler-Plymouth-Dodge is located in Fort Mill, South Carolina, which is a part of the Charlotte market. In 1996, Jeff Boyd Chrysler-Plymouth-Dodge (the predecessor to Fort Mill Chrysler-Plymouth-Dodge) had retail sales of approximately 632 new and 842 used vehicles, and had total revenues of \$20.3 million.

As of June 3, 1997, the Company consummated the acquisition of certain dealership assets, excluding real property, of Jeff Boyd Chrysler-Plymouth-Dodge for a total purchase price of approximately \$3.7 million in cash and assumed the floor plan liabilities of the sellers. Of the \$3.7 million purchase price paid, \$3.5 million was advanced to the Company by Bruton Smith and is to be repaid

with proceeds from the Offering. See "Certain Transactions -- The Smith Advance." An affiliate of Jeff Boyd Chrysler-Plymouth-Dodge retained ownership of the real property underlying the dealership and leased the property to the Company. See "Business -- Facilities."

The Williams Acquisition. Town and Country Chrysler-Plymouth-Jeep of Rock Hill is located in Rock Hill, South Carolina, approximately 35 miles south of Charlotte. In 1996, Williams Motors, Inc. (the predecessor to Town and Country

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Chrysler-Plymouth-Jeep of Rock Hill) had retail sales of approximately 248 new and 280 used vehicles, and had total revenues of \$9.6 million.

As of October 10, 1997, the Company acquired substantially all of the operating assets of Williams Motors (excluding primarily used car inventory and real estate) for \$1.8 million plus assumption of floor plan indebtedness to Chrysler Credit Corporation. The Company leases the dealership premises from the sellers for one to five years, at the Company's option. See "Business -- Facilities."

Future Acquisitions. The Company intends to pursue acquisitions in the future that will be financed with cash or debt or equity financing or a combination thereof. Any acquisitions using equity financing would require the consent of Chrysler and Honda under the dealership agreements with such Manufacturers. Although the Company has identified and has held preliminary discussions with several potential acquisition candidates, at this time the Company has no agreements to effect any such acquisitions other than the Acquisitions. There is no assurance that the Company will consummate any future acquisition, that they will be on favorable terms to the Company or that financing for such acquisitions will be available. All future acquisitions by the Company will be contingent upon the consent of the applicable manufacturer. No assurance can be given that any such consents will be obtained. The Company is currently negotiating with Ford Motor Credit Company ("Ford Motor Credit") to increase the Revolving Facility (as defined herein) from \$26.0 million to \$75.0 million in order to finance future acquisitions and for general corporate purposes, although there can be no assurance that the Company will obtain any such financing. After giving pro forma effect to the Acquisitions and the financing thereof, the Company will have approximately \$45.7 million available under the Revolving Facility (assuming (i) the Revolving Facility is increased from \$26.0 million to \$75.0 million, (ii) no exercise of the Underwriters' over-allotment option, (iii) that the shares of Class A Common Stock offered hereby are sold at the mid-point of the range of the initial public offering price set forth on the front cover of this Prospectus and (iv) that at the time the Revolving Facility is increased it is used to refinance the remaining balance under the Six-Month Facility). See "Risk Factors -- Risks Associated with Acquisitions" and " -- Limitations on Financial Resources Available for Acquisitions; Possible Inability to Refinance Existing Debt" and "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Liquidity and Capital Resources."

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USE OF PROCEEDS

The net proceeds to the Company from the sale of 5,000,000 shares of Class A Common Stock offered hereby are estimated to be approximately \$58.5 million (\$67.5 million if the Underwriters' over-allotment option is exercised in full), assuming an initial public offering price of \$13.00 per share (the midpoint of the range of the initial public offering price set forth on the cover page of this Prospectus) and after deducting the underwriting discount and estimated expenses of the Offering. The net proceeds will be used to pay a portion of the purchase price for the Acquisitions in the aggregate amount of approximately \$38.3 million, to repay a loan of approximately \$3.5 million advanced by Bruton Smith in connection with the Acquisitions, which bears interest at 3.83% per annum and to repay approximately \$16.7 million of the Six-Month Facility, which was used to finance the Lake Norman Acquisition and bears interest at 7.75% per annum. See "The Acquisitions" and "Certain Transactions -- The Smith Advance."

DIVIDEND POLICY

The Company intends to retain all of its earnings to finance the growth and development of its business, including future acquisitions, and does not anticipate paying any cash dividends on its Common Stock for the foreseeable future. Any future change in the Company's dividend policy will be made at the discretion of the Board of Directors of the Company and will depend upon the Company's operating results, financial condition, capital requirements, general business conditions and such other factors as the Board of Directors deems relevant. Furthermore, the Company's existing credit arrangements include covenants which preclude the payment of dividends. See "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Liquidity and Capital Resources" and "Description of Capital Stock."

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CAPITALIZATION

The following table sets forth, as of June 30, 1997, the capitalization of the Company (a) on an actual basis, including the Reorganization which is effective as of June 30, 1997, and (b) on a pro forma basis, as adjusted to reflect the Acquisitions, the financing thereof, the Offering and the application of the estimated net proceeds thereof to be received by the Company. See "The Acquisitions" and "Use of Proceeds." This table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the unaudited Pro Forma Combined and Consolidated Financial Statements of the Company and the related notes thereto included elsewhere in this Prospectus.

<TABLE>

<CAPTION>

30, 1997

June

Pro Forma

for the

Acquisitions

and the

Offering(1)

Actual

<S>

<C>

<C>

(dollars

in thousands)

Short-term debt:

Notes payable -- floor plan.....	\$67,856
\$142,191	
Notes payable -- other.....	--
3,713	
Current maturities of long-term debt.....	487
1,343	

Total short-term debt.....	\$68,343
\$147,247	

Long-term debt.....	\$ 5,137
\$ 36,980	

Stockholders' equity:

Preferred Stock, \$.10 par value, 3,000,000 shares authorized; no shares issued and outstanding.....	--
Class A Common Stock, \$.01 par value, 50,000,000 shares authorized; no shares issued and outstanding, actual; 5,000,000 shares issued and outstanding, as adjusted (2).....	--
50	
Class B Common Stock, \$.01 par value, 15,000,000 shares authorized; 10,000 shares issued and outstanding, actual; 6,250,000 shares issued and outstanding, as adjusted (3).....	62
62	
Additional paid-in capital.....	14,418
72,818	
Retained earnings and members' and partners' equity.....	14,023
14,064	
Unrealized loss on marketable equity securities.....	(97)
(97)	

Total stockholders' equity.....	28,406
86,897	

Total capitalization.....	\$33,543
\$123,877	

</TABLE>

- (1) Adjusted to give pro forma effect to the Acquisitions (including the financing thereof) and the Offering (and the application of the net proceeds thereof). See "Pro Forma Combined and Consolidated Financial Data."
- (2) 5,750,000 shares if the Underwriters' over-allotment option is exercised in full. Excludes 1,125,000 shares of Class A Common Stock reserved for future issuance under the Company's Stock Option Plan (including up to 587,509 shares of Class A Common Stock reserved for issuance upon exercise of options to be granted on or before the consummation of the Offering pursuant to the Stock Option Plan) and 150,000 shares of Class A Common Stock reserved for future issuance under the Company's ESPP, and excludes 42,187 shares of Class A Common Stock (45,000 shares if the Underwriters' over-allotment option is exercised in full) reserved for issuance under the Dyer Warrant. See "The Acquisitions -- The Dyer Acquisition" and "Management -- Stock Option Plan."
- (3) Actual shares of Class B Common Stock include the effect of the Stock Split

(which will be effected in the form of a stock dividend).

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DILUTION

The pro forma net tangible book value (deficit) of the Company (after giving effect to the Acquisitions) as of June 30, 1997 was \$(6.81) per share of Common Stock. Pro forma net tangible book value (deficit) per share is determined by dividing the pro forma tangible net worth of the Company (pro forma total assets less goodwill less pro forma total liabilities) by the total number of outstanding shares of Common Stock. After giving effect to the sale of the 5,000,000 shares of Class A Common Stock offered hereby and the receipt of an assumed \$58.5 million of net proceeds from the Offering (based on an assumed initial public offering price of \$13.00 per share and net of the underwriting discounts and estimated offering expenses), pro forma net tangible book value of the Company at June 30, 1997 would have been \$1.41 per share. This represents an immediate increase in pro forma net tangible book value of \$8.22 per share to existing stockholders and an immediate dilution of \$11.59 per share to the new investors purchasing Class A Common Stock in the Offering. The following table illustrates the per share dilution:

<TABLE>		
<S>	<C>	<C>
Assumed initial public offering price per share.....		\$13.00
Pro forma net tangible book value (deficit) per share before giving effect to the Offering.....	(6.81)	
Increase in pro forma net tangible book value per share attributable to the Offering.....	8.22	

Pro forma net tangible book value per share after giving effect to the Offering.....		1.41

Dilution per share to new investors.....		\$11.59

</TABLE>

The following table sets forth, on a pro forma basis as of June 30, 1997, the number of shares of Common Stock purchased from the Company, the total consideration paid to the Company and the average price per share paid to the Company by existing stockholders and new investors purchasing shares from the Company in the Offering (before deducting underwriting discounts and commissions and estimated offering expenses):

<TABLE>				
<CAPTION>				
		Shares Purchased	Total Consideration	
Average		-----	-----	
---	Price Per			
	Percent	Number	Percent	Amount
	Share	-----	-----	-----
---	-----			
<S>		<C>	<C>	<C>
<C>				
Existing stockholders (1).....	\$ 2.66	6,250,000	55.6%	\$16,604,170
New investors (2).....	13.00	5,000,000	44.4	65,000,000
		-----	-----	-----
---	Total.....	11,250,000	100.0%	\$81,604,170
	\$ 7.25	-----	-----	-----
---		-----	-----	-----
---		-----	-----	-----

</TABLE>

- (1) Does not reflect the possible exercise of options to purchase 1,125,000 shares of Class A Common Stock reserved for issuance under the Company's Stock Option Plan, including options to purchase 587,509 shares of Class A Common Stock that will be granted immediately before the completion of the Offering with an exercise price equal to the initial public offering price, the possible issuance of 150,000 shares of Class A Common Stock reserved for issuance under the Company's ESPP, and the possible exercise of the Dyer Warrant to purchase 42,187 shares of Class A Common Stock (45,000 shares if the Underwriters' over-allotment option is exercised in full) at an exercise price equal to the initial public offering price pursuant to the Offering. See "Management -- Stock Option Plan" and "Certain Transactions."
- (2) Assumes that the Underwriters' over-allotment option is not exercised. Sales pursuant to the full exercise by the Underwriters of the over-allotment option will cause the total number of shares purchased by new investors, total consideration paid by new investors, percent of total consideration paid by new investors and average price per share for all investors to increase to 5,750,000, \$74.8 million, 81.8% and \$7.25, respectively.

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Net income.....	\$ 2,983	\$ 69	\$ 1,273	\$ 245	\$ 730	\$ 2,030	\$
1,126							

Pro forma net income per share(7).....							
Weighted average shares outstanding (000's).....							
<CAPTION>							
		Pro Forma	Pro Forma				
		Adjustments	for the				
		for the	Reorgani-				
		Offering	zation, the				
			Acquisitions				
			and the				
			Offering				
<S>	<C>	<C>					
Revenues:							
Vehicle sales.....	\$	\$788,255					
Parts, service and collision repair.....		94,912					
Finance and insurance.....		16,471					

Total revenues.....		899,638					
Cost of sales.....		786,129					

Gross profit.....		113,509					
Selling, general and administrative expenses.....	201(22)	85,856					
Depreciation and amortization.....		3,510					

Operating income.....	(201)	24,143					
Interest expense, floor plan.....		9,342					
Interest expense, other(6)....		3,171					
Other income.....		2,222					

Income before income taxes and minority interest.....	(201)	13,852					
Provision for income taxes....	(80)(23)	5,517					

Income before minority interest.....	(121)	8,335					
Minority interest in earnings of subsidiary.....							

Net income.....	\$ (121)	\$ 8,335					

Pro forma net income per share(7).....		\$ 0.74					

Weighted average shares outstanding (000's).....		11,250					

</TABLE>

29
Pro Forma Combined Statement of Operations
Six Months Ended June 30, 1997

<TABLE>
<CAPTION>

	Company	The Acquisitions					
Forma	Pro Forma	Bowers	Lake Norman	Ken	Dyer	Pro	
Adjustments	Adjustments	Dealerships	Dealerships	Ford (3)	Volvo	for	
the	For the	Pro Forma (2)	Dealerships	Ford (3)	Volvo	(4)	
Acquisitions	Actual(1)	Reorganization	Pro Forma (2)	Ford (3)	Volvo	(4)	

(5)							
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
	(in thousands, except per share data)						
Revenues:							
Vehicle sales.....	\$ 185,077	\$	\$67,219	\$69,798	\$65,157	\$31,373	\$
Parts, service and collision repair.....	22,907		9,694	5,321	5,999	5,960	
Finance and insurance.....	4,763		1,539	1,950	1,029	129	
Total revenues.....	212,747		78,452	77,069	72,185	37,462	
Cost of sales.....	188,422		67,390	68,272	63,402	32,377	
(371) (11)							
Gross profit.....	24,325		11,062	8,797	8,783	5,085	
371							
Selling, general and administrative expenses....	18,413		8,744	6,937	7,547	3,498	
(923) (12)							
(1,004) (13)							
191 (14)							
Depreciation and amortization.....	396	36 (8)	338	47	47	151	
(100) (15)							
769 (16)							
(22) (14)							
Operating income.....	5,516	(36)	1,980	1,813	1,189	1,436	
1,460							
Interest expense, floor plan.....	3,018		885	1,185	925	276	
(1,048) (10)							
Interest expense, other (6).....	269		118	68			
1,141 (6)							
158 (17)							
(80) (14)							
Other income.....	274		459	176	91	247	
Income before income taxes and minority interest.....	2,503	(36)	1,436	736	355	1,407	
1,289							
Provision for income taxes... 436 (18)	916	(15) (9)	31		147		
1,285 (19)							
83 (20)							
Income before minority interest.....	1,587	(21)	1,405	736	208	1,407	
(515)							
Minority interest in earnings of subsidiary.....	47	(47) (8)					
Net income.....	\$ 1,540	\$ 26	\$ 1,405	\$ 736	\$ 208	\$1,407	\$
(515)							
Pro forma net income per share (7).....							
Weighted average shares outstanding (000's).....							
<CAPTION>							
	Pro Forma Adjustments for the Offering	Pro Forma for the Reorganization, the Acquisitions and the Offering					

<S>	<C>	<C>
Revenues:		
Vehicle sales.....	\$	\$ 418,624
Parts, service and collision repair.....		49,881
Finance and insurance.....		9,410
	-----	-----
Total revenues.....		477,915
Cost of sales.....		419,492
	-----	-----
Gross profit.....		58,423
Selling, general and administrative expenses....		43,574
	171 (22)	
Depreciation and amortization.....		1,662
	-----	-----
Operating income.....	(171)	13,187
Interest expense, floor plan.....		5,241
Interest expense, other (6).....		1,674
Other income.....		1,247
	-----	-----
Income before income taxes and minority interest.....	(171)	7,519
Provision for income taxes...	(68) (23)	2,815
	-----	-----
Income before minority interest.....	(103)	4,704
Minority interest in earnings of subsidiary.....		
	-----	-----
Net income.....	\$ (103)	\$ 4,704
	-----	-----
Pro forma net income per share (7).....		\$ 0.42
	-----	-----
Weighted average shares outstanding (000's).....		11,250
	-----	-----

</TABLE>

(1) The actual combined statement of operations data for the Company includes the results of Fort Mill Ford from February 1, 1996, the effective date of its acquisition. Pro forma adjustments have not been presented to include the results of operations for Fort Mill Ford for the one month period ended February 1, 1996 because management believes such results are not material. The actual consolidated statement of operations data for the six months ended June 30, 1997 include the results of Fort Mill Chrysler-Plymouth-Dodge from June 3, 1997, the date of its acquisition.
(footnotes continued on following page)

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(2) During 1996 and 1997, Nelson Bowers acquired three automobile dealerships whose operating results, from their respective dates of acquisition, are included in the historical combined and consolidated statement of operations in the table below. The following table adjusts the historical combined and consolidated statements of operations to include the acquirees as if the acquisitions had occurred on January 1, 1996.

<TABLE>
<CAPTION>

	Year Ended December 31, 1996				
-----	Bowers	European	European	Nelson	
Bowers					
Dealerships	Dealerships (a)	Motors of	Motors of	Bowers	Pro Forma
(Pro Forma)	(Historical)	Chattanooga (e)	Nashville (b)	Dodge (b)	Adjustments
	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>
<C>					

(in thousands)

Revenues:					
Vehicle sales.....	\$ 91,183	\$6,940	\$ 21,827	\$24,227	\$
\$144,177					
Parts, service and collision repair.....	7,970	1,194	4,740	3,434	
17,338					
Finance and insurance.....	2,337		199	341	
2,877					
-----	-----	-----	-----	-----	-----
Total revenues.....	101,490	8,134	26,766	28,002	
164,392					
Cost of sales.....	87,757	7,130	23,054	24,483	
142,424					
-----	-----	-----	-----	-----	-----
Gross profit.....	13,733	1,004	3,712	3,519	
21,968					
Selling, general and administrative expenses.....	11,807	926	3,401	2,843	
18,977					
Depreciation and amortization.....	365	37	86	106	139 (d)
733					
-----	-----	-----	-----	-----	-----
Operating income.....	1,561	41	225	570	(139)
2,258					
Interest expense, floor plan.....	1,178	87	208	49	
1,522					
Interest expense, other.....	196			3	
199					
Other income.....	121	92	166	418	
797					
-----	-----	-----	-----	-----	-----
Income before income taxes.....	308	46	183	936	(139)
1,334					
Provision for income taxes.....	61				
61					
-----	-----	-----	-----	-----	-----
Net Income.....	\$ 247	\$ 46	\$ 183	\$ 936	\$ (139)
\$ 1,273					
-----	-----	-----	-----	-----	-----

</TABLE>

<TABLE>
<CAPTION>

Six Months Ended June 30,

1997

	Bowers	Nelson	
	Dealerships (a)	Bowers	Pro Forma
	(Historical)	Dodge (c)	Adjustments
	-----	-----	-----
	<C>	<C>	<C>
			(in thousands)
Revenues:			
Vehicle sales.....	\$ 63,950	\$ 3,269	\$
\$ 67,219			
Parts, service and collision repair.....	9,107	587	
9,694			
Finance and insurance.....	1,497	42	
1,539			
-----	-----	-----	-----
Total revenues.....	74,554	3,898	
78,452			
Cost of sales.....	63,945	3,445	
67,390			
-----	-----	-----	-----
Gross profit.....	10,609	453	
11,062			
Selling, general and administrative expenses.....	8,294	450	
8,744			
Depreciation and amortization.....	309	14	15 (d)

Operating income (loss).....	2,006	(11)	(15)
1,980			
Interest expense, floor plan.....	881	4	
885			
Interest expense, other.....	118		
118			
Other income.....	422	37	
459			
Income before income taxes.....	1,429	22	(15)
1,436			
Provision for income taxes.....	31		
31			
Net Income.....	\$ 1,398	\$ 22	\$ (15)
\$ 1,405			

</TABLE>

(a) The historical statement of operations data for the Bowers Dealerships includes the results of Nelson Bowers Dodge from March 1, 1997, the date of its acquisition by the owners of the Bowers Dealerships. Such statement also includes the results of European Motors of Nashville and European Motors of Chattanooga from October 1, 1996 and May 1, 1996, respectively, which were acquired by the owners of the Bowers Dealerships on those dates.

(footnotes continued on following page)
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(b) Reflects the results of operations of (i) Nelson Bowers Dodge for the year ended December 31, 1996; and (ii) European Motors of Nashville for the period from January 1, 1996 to October 1, 1996, the date of its acquisition by the owners of the Bowers Dealerships. Such data was obtained from monthly financial statements prepared by the dealership as required by the manufacturers.

(c) Reflects the results of operations of Nelson Bowers Dodge for the period from January 1, 1997 to March 1, 1997, the date of its acquisition by the owners of the Bowers Dealerships. Such data was obtained from monthly financial statements prepared by the dealership as required by the manufacturers.

(d) Reflects the amortization of goodwill resulting from the acquisition of Nelson Bowers Dodge, European Motors of Nashville and European Motors of Chattanooga over an assumed amortization period of 40 years for the period not included in the historical financial statements, assuming that such acquisitions were consummated on January 1, 1996.

(e) Reflects the results of operations of European Motors of Chattanooga for the period from January 1, 1996 to April 30, 1996, the date of its acquisition by the owners of the Bowers Dealerships. Such data was obtained from monthly financial statements prepared by the dealership as required by the Manufacturer.

(3) Ken Marks Ford's fiscal year ends on April 30 of each year. Accordingly, the Statement of Operations data for Ken Marks Ford for the year ended December 31, 1996 was derived by adjusting the data for the year ended April 30, 1997 to include results from January 1, 1996 through April 30, 1996, and exclude results from January 1, 1997 through April 30, 1997. The Statement of Operations data for the six months ended June 30, 1997 was similarly derived by adjusting the historical financial statements for the year ended April 30, 1997 to include results from May 1, 1997 through June 30, 1997, and excludes results from May 1, 1996 through December 31, 1996.

(4) The Company has excluded (i) the results of operations of Fort Mill Chrysler-Plymouth-Dodge for the year ended December 31, 1996 and the period ended June 3, 1997 and (ii) the historical results of operations and related pro forma adjustments related to the Williams Acquisition because management believes such results and adjustments are not material to the Pro Forma Combined and Consolidated Statement of Operations.

(5) Prior to the Company's acquisition of the Lake Norman Dealerships, its former owners directed \$550,000 and \$150,000 in contributions to charitable organizations during the year ended December 31, 1996 and the six months ended June 30, 1997, respectively. It is the Company's intention not to maintain the level of charitable contributions already reflected in the Company's historical combined financial statements. Although no pro forma adjustment to eliminate this expense has been included in the accompanying Pro Forma Combined and

Consolidated Statements of Operations, the Company believes disclosure and consideration of the Lake Norman Dealerships contributions is appropriate to understand the continuing impact on the Company's results of operations of the acquisition of the Lake Norman Dealerships.

- (6) Reflects the increase in interest expense associated with the assumed borrowings made under the Company's new credit arrangements of \$26.9 million to provide a portion of the funds necessary for consummation of the Acquisitions. The effective interest rate used in the pro forma calculation was 8.5%. This assumed borrowing level was calculated based upon a per share price of the Offering of \$13.00, which is the midpoint of the range of the initial public offering price shown on the cover page of this Prospectus. Should the actual per share price of the Offering be different, the actual amount borrowed to provide a portion of the funds necessary for the consummation of the Acquisitions and the related interest expense would be different than the amounts assumed here.
- (7) Pro forma net income per share is based upon the assumption that 11,250,000 shares of Common Stock are outstanding after the Offering. This amount represents 5,000,000 shares of Class A Common Stock to be issued in the Offering and 6,250,000 shares of Class B Common Stock owned by the Company's stockholders immediately following the Reorganization and the Acquisitions and giving effect to the Stock Split. See "Principal Stockholders" and Note 1 to the Company's Combined and Consolidated Financial Statements included elsewhere in this Prospectus.
- (8) Reflects the elimination of minority interest in earnings as a result of the acquisition of the 31% minority ownership interest in Town & Country Toyota, Inc. for \$3.2 million of Class B Common Stock in connection with the Reorganization, and the amortization of approximately \$3.0 million in related goodwill over 40 years arising from such acquisition.
- (9) Reflects the net increase in the provision for income taxes due to the amortization of goodwill related to the acquisition of the minority interest pursuant to the Reorganization, calculated at the effective rate of 39.9%.

(footnotes continued on following page)

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- (10) Reflects the decrease in interest expense, floor plan resulting from the refinancing of the floor plan notes payable arrangements of the Company and the dealerships being acquired in the Acquisitions under one master agreement. The aggregate balance of floor plan notes payable arrangements of the Company and the dealerships being acquired in the Acquisitions was \$136.2 million and \$142.2 million at December 31, 1996 and June 30, 1997, respectively. The average interest expense under this new agreement is approximately 7.6% compared to historical interest rates ranging from 7.75% to 10.25%.
- (11) Adjustment reflects the conversion from the LIFO Method of inventory accounting to the FIFO Method of inventory accounting at the Lake Norman Dealerships, Ken Marks Ford and Dyer Volvo in the amount of \$169,000, \$260,000 and \$116,000, respectively for the year ended December 31, 1996 and \$324,000 at the Lake Norman Dealerships and \$47,000 at Ken Marks Ford for the six months ended June 30, 1997 (there being no significant amount for Dyer Volvo during this period). The Company will convert to the FIFO Method conditioned upon the closing of the Offering. See "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Overview."
- (12) Reflects the net decrease in selling, general and administrative expenses related to the net reduction in salaries and fringe benefits of owners and officers of the acquired dealerships who will become employees of the Company after the Offering, consistent with reduced salaries pursuant to employment agreements with the Company, effective upon consummation of the Offering.
- (13) The decrease in selling, general and administrative expenses reflects the elimination of salaries paid to owners of certain dealerships acquired in the Acquisitions whose positions and salaries will be eliminated in conjunction with the Offering.
- (14) Reflects the Company's estimate of the increase in rent expense related to lease agreements entered into with the sellers of the Bowers Dealerships for the dealerships' real property with a net carrying value of \$2.3 million that will not be acquired by the Company, and decreases in depreciation expense (based on useful lives ranging from 31.5 to 39 years) and interest expense related to mortgage indebtedness encumbering such property. The related mortgage indebtedness was approximately \$1.8 million with interest charged at 8.9% annually. The increase in rent expense and decreases in depreciation expense and interest expense are based on the terms of the asset purchase agreement pertaining to the Bowers Dealerships.
- (15) Reflects the elimination of amortization expense related to goodwill that arose in previous acquisitions in the Bowers Dealerships, assuming that each of the acquisitions giving rise to goodwill was consummated on January 1, 1996. See Note (2) above.
- (16) Reflects the amortization over an assumed amortization period of 40 years of approximately \$61.6 million in intangible assets, which consist primarily of goodwill, resulting from the Acquisitions which

were assumed to occur on January 1, 1996. See "The Acquisitions" and "Pro Forma Combined and Consolidated Balance Sheet."

- (17) In connection with the Bowers Acquisition, the Company will issue a promissory note of up to \$4.0 million that will bear interest at NationsBank's prime rate less 0.5%. This adjustment reflects an increase in interest expense related to the promissory note assuming a prime rate of 8.5%.
- (18) Reflects the net increase in provision for income taxes resulting from adjustments (6) and (11) through (17) above, computed using effective income tax rates ranging from 38.5% to 42.8%.
- (19) Certain of the Bowers Dealerships, the Lake Norman Dealerships, and Dyer Volvo were not subject to federal and state income taxes because they were either S corporations, partnerships, or limited liability companies during the period indicated. This adjustment reflects an increase in the federal and state income tax provision as if these entities had been taxable at the combined statutory income tax rate of approximately 39%. Upon completion of the Acquisitions, these businesses that have historically not been subject to corporate income tax will thereafter be subject to federal and state income tax as C corporations.
- (20) Reflects an increase from the Company's historical effective tax rate resulting from a higher statutory tax rate used due to an increase in taxable income for the pro forma combined entity and from an additional pro forma permanent difference for non-taxable goodwill amortization.
- (21) Reflects the elimination of federal and state tax expense which were assessed on the recapture of the LIFO inventory reserve which was required by tax law pursuant to the conversion of Dyer Volvo from a C corporation to an S corporation effective January 1, 1996. The liability associated with this tax assessment was not a liability assumed by the Company in its purchase of the net assets of Dyer Volvo.
- (22) Reflects the increase in salaries of existing and new officers who have entered into employment agreements with the Company, effective upon consummation of the Offering.
- (23) Reflects the net decrease in provision for income taxes resulting from adjustment (22) above, computed using an effective income tax rate of 39.9%.

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Pro Forma Combined and Consolidated Balance Sheet
As of June 30, 1997

<TABLE>
<CAPTION>

	The Acquisitions					Pro
	Actual	Bowers	Lake Norman	Ken Marks		
Forma						
Adjustments for						
Assets	(1)	Dealerships	Dealerships	Ford	Dyer Volvo	the
Acquisitions						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
				(in thousands)		
Current Assets:						
Cash and cash equivalents.....	\$ 9,238	\$ 4,766	\$ 3,467	\$ 2,491	\$ 173	\$
(85,300) (2)						
26,850(9)						
Marketable equity securities.....	769					
Receivables.....	12,897	2,649	2,535	2,347	2,535	
Inventories.....	73,410	30,948	22,778	14,802	11,129	
6,817(3)						
Deferred income taxes.....	256			96		
Other current assets.....	818	2,779	244	679	32	

Total current assets.....	97,388	41,142	29,024	20,415	13,869	
(51,633)						
Property and equipment, net.....	13,270	4,106	567	489	1,156	
(2,311) (4)						
61,550(2)						
Goodwill, net.....	9,463	8,286				
(8,286) (5)						
Other assets.....	263	658(2)	462	14	297	

Total assets.....	\$120,384	\$54,192	\$30,053	\$20,918	\$ 15,322	\$
(680)						

Liabilities and Stockholders' Equity						
Current Liabilities:						
Notes payable-floor plan.....	\$ 67,856	\$26,771	\$25,865	\$16,165	\$ 5,534	\$
Notes payable-other.....		3,685	28			
Trade accounts payable.....	3,848	1,190	1,352	622		
Accrued interest.....	491	178				
Other accrued liabilities.....	3,394	1,424	472	1,648	512	
Taxes payable.....	913(10)			67	239	
176(6)						
Payable to Company's Chairman.....	3,500					
Current maturities of long-term debt...	487	428	71			
357(2)						

Total current liabilities.....	80,489	33,676	27,788	18,502	6,285	
533						
Long-term debt.....	5,137	2,332	786			
(1,768) (4)						
3,643(2)						
26,850(9)						
Payable to affiliated companies.....	855					
Deferred income taxes.....	931			17		
882(6)						
Income tax payable.....	4,566(10)					
Other long-term liabilities.....					238	
Stockholders' Equity:						
Common Stock of combined companies.....		300	75	1	153	
(529) (2)						
Class A Common Stock.....						
Class B Common Stock.....	62					
Paid-in capital.....	14,418		600	424	28	
(1,052) (2)						
Treasury stock.....					(4,976)	
4,976(2)						
Retained earnings and members' and	14,023	17,884	804	1,974	13,594	
6,817(3)						
partners' equity.....						
(1,058) (6)						
(543) (4)						
(31,145) (2)						
(8,286) (5)						
Unrealized loss on marketable	(97)					
equity securities.....						

Total stockholders' equity.....	28,406	18,184	1,479	2,399	8,799	
(30,820)						

Total liabilities and stockholders'	\$120,384	\$54,192	\$30,053	\$20,918	\$ 15,322	\$
(680)						
equity.....						

<CAPTION>

Assets	Pro Forma	
	Adjustments for the Offering	Total
<S>	<C>	<C>
Current Assets:		
Cash and cash equivalents.....	\$ 58,450(7)	\$ 16,635
	(3,500) (8)	
Marketable equity securities.....		769
Receivables.....		22,963
Inventories.....		159,884
Deferred income taxes.....		352
Other current assets.....		4,552
	-----	-----
Total current assets.....	54,950	205,155
Property and equipment, net.....		17,277
Goodwill, net.....		71,013
Other assets.....		1,694
	-----	-----

Total assets.....	\$ 54,950	\$295,139
	-----	-----
	-----	-----
Liabilities and Stockholders' Equity		
Current Liabilities:		
Notes payable-floor plan.....	\$	\$142,191
Notes payable-other.....		3,713
Trade accounts payable.....		7,012
Accrued interest.....		669
Other accrued liabilities.....		7,450
Taxes payable.....		1,395
Payable to Company's Chairman.....	(3,500) (8)	
Current maturities of long-term debt...		1,343
	-----	-----
Total current liabilities.....	(3,500)	163,773
Long-term debt.....		36,980
Payable to affiliated companies.....		855
Deferred income taxes.....		1,830
Income tax payable.....		4,566
Other long-term liabilities.....		238
Stockholders' Equity:		
Common Stock of combined companies.....		
Class A Common Stock.....	50 (7)	50
Class B Common Stock.....		62
Paid-in capital.....	58,400 (7)	72,818
Treasury stock.....		
Retained earnings and members' and partners' equity.....		14,064
Unrealized loss on marketable equity securities.....		(97)
	-----	-----
Total stockholders' equity.....	58,450	86,897
	-----	-----
Total liabilities and stockholders' equity.....	\$ 54,950	\$295,139
	-----	-----
	-----	-----

</TABLE>

(footnotes on following page)

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- (1) The Reorganization, including the acquisition of the 31% minority interest in Town & Country Toyota for \$3.2 million in Class B Common Stock in exchange therefor, was effective as of June 30, 1997 and is therefore reflected in the actual balance sheet as of that date. The acquisition of the minority interest resulted in the recognition of \$3.0 million of additional goodwill.
 - (2) Reflects the preliminary allocation of the aggregate purchase price of the Acquisitions based on the estimated fair value of the net assets acquired. Because the carrying amount of the net assets acquired, which primarily consist of accounts receivable, inventory, equipment, and floor plan indebtedness, approximates their fair value, management believes the application of purchase accounting will not result in an adjustment to the carrying amount of those net assets. Under the acquisition agreements, the negotiated purchase prices for the Acquisitions will be adjusted downward to the extent that the fair value of the tangible net assets as of the closing is less than an agreed upon amount. The amount of goodwill and the corresponding amortization actually recorded may ultimately be different from the amounts estimated here, depending upon the actual fair value of tangible net assets acquired at closing of the Acquisitions. The estimated purchase price allocation consists of the following:

<TABLE>
<CAPTION>

	Bowers Dealerships	Ken Marks Ford	Lake Norman Dealerships	Dyer Volvo
Total	-----	-----	-----	-----
--	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
<C>				
			(in thousands)	
Estimated total consideration:				
Cash.....	\$ 23,600	\$ 25,500	\$18,200	\$ 18,000
\$85,300				
Promissory note issued.....	4,000	--	--	--
4,000	-----	-----	-----	-----
--	-----	-----	-----	-----
Total.....	27,600	25,500	18,200	18,000
89,300				
Less negotiated minimum fair value of tangible net assets acquired...	9,200	5,050	3,000	10,500
27,750				

Excess of purchase price over fair value of net tangible assets acquired.....	\$ 18,400	\$ 20,450	\$15,200	\$ 7,500
\$61,550				

</TABLE>

In connection with the acquisition of Dyer Volvo, the Company will issue a warrant that will entitle the holder to acquire 42,187 shares of Class A Common Stock, representing a 0.375% ownership interest in the Company at an exercise price per share equal to the price offered in the Offering. The Pro Forma Combined and Consolidated Balance Sheet does not give effect to the issuance of this warrant because management believes the effect on the Company's pro forma financial position and results of operations would not be materially different from that which is presented. The difference between the purchase price and the fair market value of the net tangible assets acquired will be allocated to intangible assets, primarily goodwill and amortized over 40 years.

Volvo's consent to the acquisition of European Motors' Volvo franchise as part of the Bowers Acquisition and the acquisition of Dyer Volvo requires that each former owner maintain a 20% voting interest in, and serve as the manager of, these respective dealerships. Company management believes that the effect of these arrangements, as currently structured, on the Company's pro forma financial positions and results of operations would not be materially different from that presented above.

- (3) Reflects the conversion from the LIFO Method of inventory accounting to the FIFO Method of inventory accounting at the Lake Norman Dealerships, Ken Marks Ford and Dyer Volvo in the amounts of \$1.6 million, \$2.8 million and \$2.5 million, respectively. The Company intends to convert to the FIFO Method conditioned upon the closing of the Offering. See "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Overview."
- (4) Reflects the distribution of real property of the Bowers Dealerships with a net depreciated cost of approximately \$2.3 million, which are not being acquired in the Acquisitions, and the related mortgage indebtedness in the amount of approximately \$1.8 million. See "Certain Transactions."
- (5) Reflects the elimination of goodwill that arose in previous acquisitions of the Bowers Dealerships.
- (6) Reflects the amount of taxes payable that will result from the FIFO conversion at Ken Marks Ford in the amount of \$1.1 million.
- (7) Reflects the issuance of Class A Common Stock in the Offering assuming a per share price of \$13.00, which is the midpoint of the range of the initial public offering price set forth on the cover page of this Prospectus, and the Stock Split pertaining to the Class B Common Stock. See "Use of Proceeds" and "Prospectus Summary."
- (8) Reflects the repayment of the Payable to the Company's Chairman. See "Use of Proceeds."
- (9) Reflects borrowings made under the Company's new credit arrangements to provide a portion of the funds necessary for consummation of the Acquisitions. These borrowings are payable in full two years from establishment, and have been shown as a non-current liability in the accompanying pro forma combined and consolidated balance sheet. Should the actual per share price of the Offering be different than \$13.00, the net proceeds of the Offering and the actual amount borrowed to provide a portion of the funds necessary for the consummation of the Acquisitions would be different than amounts assumed here (excluding funds borrowed to finance the Fort Mill Acquisition and the Williams Acquisition). See "Use of Proceeds."
- (10) In connection with the Reorganization and the Offering, the Company will convert from the last-in, first-out (LIFO) method of inventory accounting to the first-in, first-out (FIFO) method of inventory accounting. The accompanying pro forma combined and consolidated balance sheet includes \$5.5 million representing an additional tax liability which will result from this conversion. This liability will be payable over a six-year period.

MANAGEMENT'S DISCUSSION AND ANALYSIS
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of the results of operations and financial condition should be read in conjunction with (i) the Sonic Automotive, Inc. and Affiliated Companies Combined and Consolidated Financial Statements and the related notes thereto included elsewhere in this Prospectus, (ii) the financial statements of certain of the entities being acquired in the "Acquisitions" and the related notes thereto and (iii) the Pro Forma Financial Statements and the related notes thereto, all included elsewhere in this Prospectus.

Overview

Sonic Automotive, Inc. is one of the leading automotive retailers in the United States, operating 23 dealership franchises, four standalone used vehicle facilities and seven collision repair centers in the southeastern and

southwestern United States. Sonic sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related F&I for its automotive customers. The Company's business is geographically diverse, with dealership operations in the Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta markets, each of which the Company believes is experiencing favorable demographic trends. Sonic sells 15 domestic and foreign brands, which consist of BMW, Cadillac, Chrysler, Dodge, Ford, Honda, Infiniti, Jaguar, Jeep, KIA, Oldsmobile, Plymouth, Toyota, Volkswagen and Volvo. In several of its markets, the Company has a significant market share for new cars and light trucks, including 13.7% in Charlotte and 9.1% in Chattanooga in 1996. Pro forma for the Acquisitions, the Company had revenues of \$899.6 million and retail unit sales of 24,206 new and 13,475 used vehicles in 1996. The Company believes that in 1996, based on pro forma retail unit sales it would have been one of the ten largest dealer groups out of a total of more than 15,000 dealer groups in the United States and, based on pro forma revenues, it would have had three of the top 100 individual dealerships locations in the United States.

The Company intends to pursue an acquisition growth strategy led by a management team that has experience in the consolidation of automotive retailing as well as motorsports businesses. Bruton Smith, who is also the Chief Executive Officer of Speedway Motorsports, Inc., the owner and operator of several motorsports facilities, first entered the automotive retailing business in the mid-1960's. Mr. Smith will devote approximately 50% of his business time to the Company. Since 1990, Mr. Smith has successfully acquired three dealerships and increased revenues from his dealerships from \$199.4 million in 1992 to \$376.6 million in 1996, without giving effect to the Acquisitions. In the Tennessee market, Mr. Bowers has acquired or opened eight dealerships since 1992 and increased revenues (primarily through acquisitions) of the Bowers Dealerships from \$13.2 million in 1992 to \$101.5 million in 1996. No assurance can be given that Messrs. Smith and Bowers will be successful in acquiring or opening new dealerships for the Company or increasing the Company's revenues.

New vehicle revenues include the sale and lease of new vehicles. Used vehicle revenues include amounts received for used vehicles sold to retail customers, other dealers and wholesalers. Other operating revenues include parts and services revenues, fees and commissions for arranging F&I and sales of third party extended warranties for vehicles (collectively, "F&I transactions"). In connection with vehicle financing contracts, the Company receives a fee (a "finance fee") from the lender for originating the loan. If, within 90 days of origination, the customer pays off the loans through refinancing or selling/trading in the vehicle or defaults on the loan, the finance company will assess a charge (a "chargeback") for a portion of the original commission. The amount of the chargeback depends on how long the related loan was outstanding. As a result, the Company has established reserves based on its historical chargeback experience. The Company also sells warranties provided by third-party vendors, and recognizes a commission at the time of sale.

While the automotive retailing business is cyclical, Sonic sells several products and services that are not closely tied to the sale of new and used vehicles. Such products and services include the Company's parts and service and collision repair businesses, both of which are not dependent upon near-term new vehicle sales volume. One measure of cyclical exposure in the automotive retailing business is based on the dealerships' ability to cover fixed costs with gross profit from revenues independent of vehicle sales. According to this measurement of "fixed coverage," a higher percentage of non-vehicle sales revenue to fixed costs indicates a lower exposure to economic cycles. Each manufacturer requires its dealerships to report fixed coverage according to a specific method, and the methods used vary widely among the manufacturers and are not comparable.

The Company's cost of sales and profitability are also affected by the allocations of new vehicles which its dealerships receive from Manufacturers. When the Company does not receive allocations of new vehicle models adequate to meet customer demand, it purchases additional vehicles from other dealers at a premium to the manufacturer's invoice, reducing the gross margin realized on the sales of such vehicles. In addition, the Company follows a disciplined approach in selling

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vehicles to other dealers and wholesalers when the vehicles have been in the Company's inventory longer than the guidelines set by the Company. Such sales are frequently at or below cost and, therefore, affect the Company's overall gross margin on vehicle sales. The Company's salary expense, employee benefits costs and advertising expenses comprise the majority of its selling, general and administrative ("SG&A") expenses. The Company's interest expense fluctuates based primarily on the level of the inventory of new vehicles held at its dealerships, substantially all of which is financed (such financing being called "floor plan financing").

The Company has historically accounted for all of its dealership acquisitions using the purchase method of accounting and, as a result, does not include in its financial statements the results of operations of these dealerships prior to the date they were acquired by the Company. The Combined and Consolidated Financial Statements of the Company discussed below reflect the results of operations, financial position and cash flows of each of the Company's dealerships acquired prior to June 30, 1997. As a result of the effects of the Reorganization, as well as the effects of the Acquisitions and the Offering, the historical combined and consolidated financial information described in "Management's Discussion and Analysis of Financial Condition and

Results of Operations," is not necessarily indicative of the results of operations, financial position and cash flows of the Company in the future or the results of operations, financial position and cash flows which would have resulted had the Reorganization and Acquisitions occurred at the beginning of the periods presented in the Combined and Consolidated Financial Statements.

The Company's total revenues have increased from \$199.4 million in 1992 to \$376.6 million in 1996, for a compound annual growth rate of 17.2% (primarily as a result of acquisitions). Operating income during this period experienced faster growth, with operating income increasing from \$3.7 million in 1992 to \$10.8 million in 1996, for a 30.7%, compound annual growth rate (primarily as a result of acquisitions). Income before income taxes and minority interest, however, has only increased at a compound annual growth rate of 18.3% primarily because interest expense on floor plan obligations has increased from 1.1% of total revenues in 1992 to 1.6% of total revenues in 1996. Inventory and floor plan balances increased during 1995 and 1996 to support the Company's strategy of increasing market share. In early 1997, the Company instituted additional inventory controls in order to reduce interest costs to levels typical of the industry. Interest expense on floor plan obligations as a percentage of total revenues has improved from 1.5% for the six months ended June 30, 1996 to 1.4% for the six months ended June 30, 1997.

As of June 30, 1997, the Company effected the Reorganization pursuant to which the Company (i) acquired all of the capital stock of the Sonic Dealerships and (ii) issued Class B Common Stock in exchange for the Dealership Securities. The Company will acquire these minority interests in purchase transactions at a price in excess of their book value by approximately \$2.5 million. This excess will be capitalized as goodwill and amortized over forty years. From May through October 1997, the Company consummated or signed definitive agreements to purchase six additional dealerships or dealership groups for an aggregate purchase price of \$94.8 million. The Company intends to use the proceeds from the Offering, along with borrowings under the Six-Month Facility (as defined herein), the initial borrowing under the Revolving Facility (as defined herein), and the Bowers Note to pay the purchase price of the Acquisitions. In connection with the Acquisitions, the Company will book approximately \$61.6 million of goodwill which will be amortized over forty years.

The automobile industry is cyclical and historically has experienced periodic downturns, characterized by oversupply and weak demand. Many factors affect the industry including general economic conditions and consumer confidence, the level of discretionary personal income, interest rates and available credit. During the five years ended December 31, 1996, the automobile industry was generally in a growth period with new vehicles sales growing at a compound rate of 10.5% as a result of price increases of 6.2% and unit sales increases of 4.0%. During the first six months of 1997, however, industry sales of new cars declined by 2.0%, although the Company's new car and light truck unit sales increased by 7.0% during the period. During these periods, interest rates were relatively stable.

Results of Operations

The following table summarizes, for the periods presented, the percentages of total revenues represented by certain items reflected in the Company's statement of operations.

<TABLE>
<CAPTION>

Months Ended	Percentage of Total Revenues for			
	Year Ended December 31,			Six
30,				June
1997	1994	1995	1996	1996
<S>	<C>	<C>	<C>	<C>
<C>				
Revenues:				
New vehicle sales.....	61.5 %	60.0 %	61.9 %	61.0 %
64.4 %				
Used vehicle sales.....	23.9 %	26.0 %	24.9 %	25.6 %
22.6 %				
Parts, service and collision repair.....	12.7 %	11.5 %	11.3 %	11.1 %
10.8 %				
Finance and insurance.....	1.9 %	2.5 %	1.9 %	2.3 %
2.2 %				
Total revenues.....	100.0 %	100.0 %	100.0 %	100.0 %
100.0 %				
Cost of sales.....	87.2 %	87.1 %	87.9 %	88.2 %
88.6 %				

Gross profit.....	12.8 %	12.9 %	12.1 %	11.8 %
11.4 %				
Selling, general and administrative.....	9.2 %	9.4 %	8.9 %	8.8 %
8.7 %				
Operating income.....	3.2 %	3.2 %	2.9 %	2.9 %
2.6 %				
Interest expense.....	1.3 %	1.6 %	1.7 %	1.6 %
1.6 %				

Income before income taxes.....	2.2 %	1.7 %	1.3 %	1.5 %
1.2 %				

</TABLE>				

Six Months Ended June 30, 1997 Compared to Six Months Ended June 30, 1996

Revenues. Revenues grew in each of the Company's primary revenue areas, except for used vehicles, for the first half of 1997 as compared with the first half of 1996, causing total revenues to increase 12.2% to \$212.7 million. New vehicle sales revenue increased 18.4% to \$137.1 million, compared with \$115.7 million. New vehicle unit sales increased from 6,027 to 6,553, accounting for 51.5% of the increase in vehicle sales revenues. The remainder of the increase was primarily due to a 8.9% increase in the average selling price resulting from changes in vehicle prices, particularly a shift in customer preference to higher cost light trucks and sport utility vehicles.

Used vehicle revenues from retail sales declined 7.2% from \$35.2 million in the first half of 1996 to \$32.7 million in the first half of 1997. The decline in used vehicle revenues was due principally to declines in used vehicle unit sales at the Company's Town & Country Ford and Lone Star Ford locations, which related to changes in consumer demand.

The Company's parts, service and collision repair revenue increased 9.0% to \$22.9 million from \$21.0 million, and declined as a percentage of revenue to 10.8% from 11.1%. The increase in service and parts revenue was due principally to increased parts revenue, including wholesale parts, from the Company's Lone Star Ford and Fort Mill Ford locations. F&I revenue increased \$0.5 million, due principally to increased new vehicle sales and related financings.

Gross Profit. Gross profit increased 8.5% in the 1997 period to \$24.3 million from \$22.4 million in the 1996 period due to increases in revenues of new vehicles principally at the Company's Lone Star Ford and Fort Mill Ford locations. Parts and service revenue increases also contributed to the increase in gross profit. Gross profit as a percentage of sales declined from 11.8% to 11.4% due principally to reductions in higher margin used vehicle sales from the prior period.

Selling, General and Administrative Expenses. SG&A expenses increased 10.8% from \$16.6 million to \$18.4 million. These expenses increased due to increases in sales volume as well as expenses associated with the Acquisitions and the Offering.

Interest Expense. The Company's interest expense increased 10.1% from \$3.0 million to \$3.3 million. The increase in interest expense was due to the acquisition of Fort Mill Chrysler-Plymouth-Dodge dealership in June of 1997, increases in interest rates on floor plan debt and increased new vehicle inventory levels at existing dealerships.

Net Income. As a result of the factors noted above, the Company's net income decreased by \$0.2 million in the first half of 1997 compared to the first half of 1996.

Year Ended December 31, 1996 Compared to Year Ended December 31, 1995

Revenues. The Company's total revenue increased 21.1% to \$376.6 million in 1996 from \$311.0 million in 1995. New vehicle sales increased 25.0% to \$233.1 million in 1996 from \$186.5 million in 1995, primarily because of the acquisition in

February 1996 of the Company's Fort Mill Ford dealership. The inclusion of the results of the Fort Mill Ford dealership accounted for 65.3% of the Company's overall increase in new vehicle sales in 1996. Of the increase in sales, 60.7% was attributable to increases in unit sales from 1995 to 1996. The remainder of the increase in new vehicle sales in 1996 was largely attributable to an increase in average unit sales prices of 9.8% which the Company believes was primarily due to changes in inventory mix (in response to shifting customer preferences to light trucks and sport utility vehicles) and general increases in new vehicle sales prices.

Used vehicle revenues from retail sales increased 12.0% to \$68.0 million in 1996 from \$60.8 million in 1995. The inclusion of the results of the Company's Fort Mill Ford dealership accounted for substantially all of this increase in used vehicle sales. The Company attributes the remainder of the increase in its used vehicle sales in 1996 to increases of approximately 5.6% in the average retail selling price per vehicle sold. Increases in average retail selling prices were due to changes in product mix and general price increases.

The Company's parts, service and collision repair revenue increased 19.0% to \$42.6 million for 1996, compared to \$35.9 million in 1995. Of this increase, \$4.4 million or 64.5% was due to the inclusion of the Company's Fort Mill Ford dealership in the 1996 results of operations. The remainder of the increase was

principally the result of improved service operations and wholesale parts distribution at the Company's Town and Country Ford dealership. F&I revenues declined \$0.7 million, or 8.9%, due principally to reductions in sales of finance and insurance products at Town and Country Ford.

Gross Profit. Gross profit increased 13.7% in 1996 to \$45.6 million from \$40.1 million in 1995 primarily due to the addition of the Fort Mill Ford dealership. Gross profit decreased from 12.9% to 12.1% as a percentage of sales due principally to declines in F&I income and declines in gross profit margins on the sale of used vehicles. Gross margins on new vehicles increased primarily due to increases in the average selling price per unit due to a change in mix of new vehicles sold, particularly higher margin light trucks and sport utility vehicles.

Selling, General and Administrative Expenses. The Company's SG&A expenses increased \$4.3 million, or 14.8%, from \$29.3 million in 1995 to \$33.7 million in 1996. However, as a percentage of revenue, SG&A expenses decreased from 9.4% to 8.9%. Expenses associated with the Fort Mill Ford dealership acquired by the Company in 1996 accounted for approximately 91.4% of this increase. The Company attributes the remainder of the increase in selling, general and administrative expenses primarily to higher compensation levels in 1996 and to an increase in advertising expenses.

Interest Expense. The Company's interest expense in 1996 increased 29.6% to \$6.4 million from \$4.9 million in 1995. Of this increase, \$1.0 million or 70.4% was attributable to floor plan financing at the Company's Fort Mill Ford dealership acquired in February 1996. The remainder of the increase primarily reflects interest expense on the debt assumed in the acquisition of Fort Mill Ford and an increase in floor plan interest rates during 1996.

Net Income. The Company's net income in 1996 decreased 6.3% to \$3.0 million from \$3.2 million in 1995. This decrease was principally caused by increased interest costs related to floor plan financing and debt assumed in the acquisition of Fort Mill Ford.

Year Ended December 31, 1995 Compared to Year Ended December 31, 1994

Revenues. The Company's total revenue increased 16.4% to \$311.0 million in 1995 from \$267.1 million in 1994. New vehicle sales increased 13.5% to \$186.5 million in 1995 from \$164.4 million in 1994. The Company attributes the increase in new vehicle sales to unit sales increases of 6.1% primarily from the Town & Country Ford and Lone Star Ford dealerships which increased 9.3% and 7.1%, respectively. The remainder of the increase was due to increased sales of higher priced light trucks and sport utility vehicles and general price increases.

Used vehicle revenues from retail sales increased by 27.9% to \$60.8 million in 1995, compared with \$47.5 million in 1994. The increase in used vehicle unit sales was due principally to increases at the Company's Lone Star Ford, Town & Country Ford and Frontier Cadillac-Oldsmobile locations. Unit sales volume increased 18.2%, or 798 units, accounting for 70.9% of the increase in used vehicle revenues. The remainder of the increase was due to improvements in product mix and general increases in used vehicle selling prices.

The Company's parts, service and collision repair revenue increased 5.5% or \$1.9 million, from \$34.0 million in 1994 to \$35.9 million in 1995. Wholesale parts sale increases at the Company's Lone Star Ford dealership and improved service operations at the Company's Town and Country Toyota dealership account for the majority of the increase. F&I revenue increased \$2.6 million due principally to additional sales of F&I products at the Company's Town and Country Ford and Lone Star Ford dealerships.

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Gross Profit. Gross profit increased 17.6% in 1995 to \$40.1 million from \$34.1 million in 1994. Gross profit as a percentage of sales increased from 12.8% to 12.9% due principally to a 50.8% increase in high margin F&I product sales. Gross margins on used vehicles improved due to the Company's strategy of improved inventory management and the purchase of quality used vehicles.

Selling, General and Administrative Expenses. The Company's SG&A expenses increased \$4.7 million to \$29.3 million or 19.1% and represented 9.4% in total revenues in 1995 from \$24.6 million or 9.2% of total revenues in 1994.

Interest Expense. The Company's interest expense in 1995 increased 43.5% to \$4.9 million from \$3.4 million in 1994. Increased interest expense was due to increases in inventory levels and related floor plan borrowings.

Net Income. The Company's net income in 1995 decreased 13.5% to \$3.2 million from \$3.7 million in 1994. This decrease was caused by the increase in floor plan financing due to an increase in vehicle inventory levels.

Liquidity and Capital Resources

The Company's principal needs for capital resources are to finance acquisitions, debt service and working capital requirements. Historically, the Company has relied primarily upon internally generated cash flows from operations, borrowing under its various credit facilities and borrowings and capital contributions from its stockholders to finance its operations and expansion. After the Offering, the Company does not expect to receive any additional financing from its existing stockholders.

The Company has historically maintained a separate revolving floor plan credit facility for each dealership which has been used to finance vehicle inventory. The Company currently has floor plan credit facilities with Ford Motor Credit, Chrysler Financial Corporation and World Omni Financial Corporation. As of June 30, 1997 there was an aggregate of \$67.9 million outstanding under the floor plan credit facilities. These floor plan facilities bear interest at variable rates ranging from LIBOR plus 2.75% to prime plus 1.0%. Typically new vehicle floor plan indebtedness exceeds the related inventory balances. The inventory balance is generally reduced by the

manufacturer's purchase discounts, and such reduction is not reflected in the related floor plan liability. These manufacturer purchase discounts are standard in the industry, typically occur on all new vehicle purchases, and are not used to offset the related floor plan liability. These discounts are aggregated and generally paid to the Company by the manufacturer on a quarterly basis. The related floor plan liability becomes due as vehicles are sold.

The Company makes monthly interest payments on the amount financed under the floor plan lines but is not required to make loan principal repayments prior to the sale of the vehicles. The underlying notes are due when the related vehicles are sold and are collateralized by vehicle inventories and other assets of the Company. The floor plan financing agreements contain a number of covenants, including among others, covenants restricting the Company with respect to the creation of liens and changes in ownership, officers and key management personnel.

The Company has received a commitment from Ford Motor Credit to consolidate its new vehicle floor plan lines, contingent upon the Offering and other customary terms and conditions. The average interest expense under this new agreement is anticipated to be approximately 7.6% compared to historical interest rates ranging from 7.75% to 10.25%.

The Company leases various facilities and equipment under operating lease agreements including leases with related parties. See "Certain Transaction -- Leases."

During the first six months of 1997, the Company generated net cash of \$4.0 million from operating activities. Net cash provided by operating activities was \$2.1 million in 1996 and was primarily attributable to net income of \$3.0 million. Increased inventory levels and accounts receivable were primarily offset by increased floor plan indebtedness and accounts payable. The increase in inventory levels in 1996 reflects an increase in the volume of sales and the timing of shipments from the Manufacturers. Increased receivables reflect increased sales primarily attributable to Fort Mill Ford and Fort Mill Chrysler-Plymouth-Dodge acquired in 1996 and 1997, respectively. The Company generated net cash from operations of \$3.0 million in 1995 and 1994.

Cash used for investing activities, excluding amounts paid in acquisitions, was approximately \$0.8 million for the first six months of 1997 and related primarily to acquisitions of property and equipment. Cash provided by (used in) investing activities was (\$11.5) million, \$0.3 million and (\$1.7) million in 1996, 1995 and 1994, respectively, including \$1.9 million, \$1.5 million and \$1.4 million of capital expenditures during such periods.

In 1996, cash provided by financing activities of \$7.1 million reflected the purchase of capital stock by a stockholder of the Company, the proceeds of which were used to fund the acquisition of Fort Mill Ford and the purchase of stock by a stockholder of Town & Country Ford. Cash used in financing activities, excluding capital contributions for the six months ended June 30, 1997 was \$0.2 million principally due to scheduled payments on long-term debt.

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In conjunction with the recent consummation of the Lake Norman Acquisition, the Company obtained from NationsBank, N.A. ("NationsBank") a short-term line of credit in an aggregate principal amount of up to \$20.0 million that matures no later than February 15, 1998 (the "Six-Month Facility"). A total of \$20.0 million in aggregate principal amount is currently outstanding under the Six-Month Facility, which amount has been applied to fund the purchase price of the Lake Norman Acquisition and the Williams Acquisition. The Six-Month Facility is secured by a pledge of Speedway Motorsports, Inc. common stock shares owned by Bruton Smith, the Company's Chairman and Chief Executive Officer. See "Certain Transactions -- The Smith Guaranties and Pledges." No assets of the Company secure the Six-Month Facility, and the Company is under no obligation to repay or reimburse Mr. Smith should NationsBank foreclose on the securities pledged by Mr. Smith.

The Company recently obtained a secured, revolving acquisition line of credit (the "Revolving Facility") from Ford Motor Credit in an initial aggregate principal amount of \$26.0 million (the "Initial Loan Commitment"), which the Company expects to be increased to an aggregate principal amount of \$75.0 million (the "Maximum Loan Commitment") pursuant to a commitment from Ford Motor Credit. The Company has also received a commitment from Ford Motor Credit to provide floor plan financing to the Company's wholly-owned dealership subsidiaries (the "Wholesale Credit Lines" and, together with the Revolving Facility, the "Facilities"). Under the terms of the Revolving Facility governing the Initial Loan Commitment, the Revolving Facility will mature on December 15, 1997, unless the Revolving Facility is increased to the Maximum Loan Commitment. After the increase to the Maximum Loan Commitment, the Revolving Facility will mature in two years, unless the Company requests that such term be extended, at the option of Ford Motor Credit, for a number of additional one year terms to be negotiated by the parties. No assurance can be given that such extensions will be granted. The Revolving Facility is expected to be increased to the Maximum Loan Commitment after the consummation of the Offering, subject to customary terms and conditions. The proceeds from the Initial Loan Commitment were used to consummate the Ken Marks Acquisition. Amounts to be drawn under the Maximum Loan Commitment are anticipated by the Company to be used (i) for the acquisition of additional dealership subsidiaries, (ii) to refinance the amounts remaining outstanding under the Six-Month Facility (after application of the proceeds of the Offering), which will result in the retirement of the Six-Month Facility, and (iii) to provide general working capital needs of the Company not to exceed \$10 million. The Wholesale Credit Lines are to be provided to the Company's dealership subsidiaries, including the dealerships acquired in the Acquisitions,

subject to customary terms and conditions on terms substantially the same as the floor plan financing previously provided by Ford Motor Credit to the Company's subsidiaries.

Although management believes that the Revolving Facility will be increased to the Maximum Loan Commitment after the consummation of the Offering, no assurance can be given that such increase will occur. The Initial Loan Commitment is secured by a pledge of Speedway Motorsports, Inc. common stock owned by Sonic Financial. See "Certain Transactions -- The Smith Guaranties and Pledges." The Company is under no obligation to repay or reimburse Sonic Financial if Ford Motor Credit forecloses on its securities. In addition, all of the Facilities are secured by a pledge by the Company of all the capital stock, membership interests and partnership interests of all of the Company's dealership subsidiaries and a lien on all of the Company's other assets, except for real estate owned by the Company. Mr. Smith and the Company's subsidiaries also guarantee the Facilities, and the Company will guarantee the Wholesale Credit Lines. The guarantees made by the Company's dealership subsidiaries are secured by certain assets of such dealership subsidiaries. If the Revolving Facility is increased to the Maximum Loan Commitment, Mr. Smith's guaranty and Sonic Financial's pledge of Speedway Motorsports, Inc. common stock may be released. (If net proceeds of the Offering to the Company are \$70 million or greater, the guarantee of the Revolving Facility by Bruton Smith, and the pledge of shares of Speedway Motorsports, Inc. common stock owned by Sonic Financial, will be released pursuant to the terms of the Revolving Facility. If net proceeds of the Offering to the Company are less than \$70 million, Sonic Financial will be required to provide continued credit support for the Revolving Facility in the form of a pledge of shares of Speedway Motorsports, Inc. common stock owned by Sonic Financial equal in value to three times the amount of the shortfall between \$70 million and the actual net proceeds of the Offering to the Company.) When the Company will need to refinance the Revolving Facility, there can be no assurance that Mr. Smith will agree to guarantee such debt or that the assets of Mr. Smith or Sonic Financial will be available to provide additional security under a new credit agreement, or that a new credit agreement could be arranged on terms as favorable as the terms of the Six-Month Facility or the Revolving Facility without a guarantee by, or pledge of the assets of, Mr. Smith or Sonic Financial. Pursuant to the terms of the Revolving Facility, the Company also agreed not to pledge any of its assets to any third party (with the exception of currently encumbered real estate and assets of the Company's dealership subsidiaries that are subject to previous pledges or liens). See "Risk Factors -- Limitations on Financial Resources Available for Acquisitions; Possible Inability to Refinance Existing Debt."

The Revolving Facility currently does not contain any affirmative financial covenants by the Company, but does contain certain negative covenants made by the Company, including covenants restricting or prohibiting the payment of dividends, capital expenditures and material dispositions of assets as well as other customary covenants. It is anticipated by the Company that when the Initial Loan Commitment is increased to the Maximum Loan Commitment, the Revolving Facility will be

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amended by Ford Motor Credit and the Company to provide for, in addition to the negative covenants described in the previous sentence, additional financial covenants requiring the Company to maintain compliance with, among other things, specified ratios of (i) debt to tangible equity (as defined in the Revolving Facility), (ii) current assets to current liabilities, (iii) earnings before interest, taxes, depreciation and amortization (EBITDA) to fixed charges, (iv) EBITDA to interest expense, (v) EBITDA to total debt and (vi) EBITDA to total floor plan debt. Moreover, the loss of voting control over the Company by the Smith Group or the failure by the Company, with certain exceptions, to own all the outstanding equity, membership or partnership interests in its dealership subsidiaries will constitute an event of default under the Revolving Facility.

Capital expenditures, excluding amounts paid in acquisitions, were \$0.9 million, \$1.9 million, \$1.5 million and \$1.4 million in the first six months of 1997 and in 1996, 1995 and 1994, respectively. The Company's principal capital expenditures typically include building improvements and equipment for use in the Company's dealerships. Capital expenditures in 1996 and 1995 were primarily attributable to expenditures for the addition of a used car lot in 1996 and other capital improvements at the Lone Star Ford dealership. Excluding the purchase price for the Acquisitions and future acquisitions, the Company is anticipating total capital expenditures in the second half of 1997 to be approximately \$1.0 million. The Company expects to increase its capital expenditures over the next few years as part of its acquisition and growth strategy.

The Company believes that funds generated through future operations and availability of borrowings under its floor plan financing (or any replacements thereof) and its other credit arrangements (including the Maximum Loan Commitment expected to become effective after consummation of the Offering) will be sufficient to fund its debt service and working capital requirements and any seasonal operating requirements, including its currently anticipated internal growth for the foreseeable future. The Company estimates that it will incur a tax liability of approximately \$5.5 million in connection with the change in its tax basis of accounting for inventory from LIFO to FIFO. The Company believes that it will be required to pay this liability over a six-year period, beginning in January 1998, and believes that it will be able to pay such obligation with cash provided by operations. The Company expects to fund any future acquisitions from its future cash flow from operations, additional debt financing (including

the Maximum Loan Commitment) or Class A Common Stock issuances. The Company does not currently have in place any credit facilities for additional acquisitions. There can be no assurance that additional financing can be obtained on terms favorable to the Company, or that the Company will be able to use its Common Stock to fund any future acquisitions. See "Risk Factors -- Limitations on Financial Resources Available for Acquisitions; Possible Inability to Refinance Existing Debt", " -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" and "The Acquisitions -- Future Acquisitions."

Seasonality

The Company's operations are subject to seasonal variations. The first quarter generally contributes less revenue and operating profits than the second, third and fourth quarters. Seasonality is principally caused by weather conditions and timing of manufacturer incentive programs and model changeovers.

Set forth below is revenue information with respect to the Company's operations for the most recent six quarters.

<TABLE>
<CAPTION>

	1996				
1997	-----				
2nd	1st	2nd	3rd	4th	1st
Quarter	Quarter	Quarter	Quarter	Quarter	Quarter
-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>
<C>	(in thousands)				
Revenues.....	\$85,669	\$103,946	\$93,222	\$93,767	\$98,739
\$114,008					

</TABLE>

Effects of Inflation

Due to the relatively low levels of inflation in 1994, 1995 and 1996 and the first half of 1997, inflation did not have a significant effect on the Company's results of operations for those periods.

New Accounting Standards

In February 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 128, "Earnings Per Share." This Statement specifies the computation, presentation and disclosure requirements for earnings per share. The Company believes that the adoption of such Statement would not result in earnings per share materially different than pro forma earnings per share presented in the accompanying statements of income.

In June 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 130, "Reporting Comprehensive Income." This standard establishes standards of reporting and display of comprehensive income and its components in a full set of general-purpose financial statements. This Statement will be effective for the Company's fiscal year ending December 31, 1998, and the Company does not intend to adopt this statement prior to the effective date. Had the Company adopted this Statement as of January 1, 1994, it would have reported comprehensive income of \$2.8 million, \$2.4 million and \$2.1 million for the years ended December 31, 1994, 1995 and 1996, respectively.

BUSINESS

Overview

The Company is one of the leading automotive retailers in the United States, operating 23 dealership franchises, four standalone used vehicle facilities and seven collision repair centers in the southeastern and southwestern United States. Sonic sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related F&I for its automotive customers. The Company's business is geographically diverse, with dealership operations in the Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta markets, each of which the Company believes is experiencing favorable demographic trends. Sonic sells 15 domestic and foreign brands, which consist of BMW, Cadillac, Chrysler, Dodge, Ford, Honda, Infiniti, Jaguar, Jeep, KIA, Oldsmobile, Plymouth, Toyota, Volkswagen and Volvo. In several of its markets, the Company has a significant market share for new cars and light trucks, including 13.7% in Charlotte and 9.1% in Chattanooga in 1996. Pro forma for the Acquisitions, the Company had revenues of \$899.6 million and retail unit sales of 24,206 new and 13,475 used vehicles in 1996. The Company believes that in 1996, based on pro forma retail unit sales, it would have been one of the ten largest dealer groups out of a total of more than 15,000 dealer groups in the United States and, based on pro forma revenues, it would have had three of the top 100 individual dealerships locations in the United States.

The Company's founder and Chief Executive Officer, O. Bruton Smith, has over 30 years of automotive retailing experience. In addition, the Company's other executive officers, regional vice presidents and executive managers have on average 18 years of automotive retailing experience. The Company's dealerships are among those dealerships that have won the highest attainable awards from various manufacturers measuring quality and customer satisfaction. These awards include the Five Star Award from Chrysler, the Chairman's Award

from Ford, the President's Award from BMW and the President's Circle Award from Infiniti. In addition, the Company was named to Ford's Top 100 Club, which consists of Ford's top 100 retailers based on retail volume and consumer satisfaction. Also, various members of the management team have served on several manufacturer dealer councils which act as liaisons between the manufacturers and dealer groups.

The Company intends to pursue an acquisition growth strategy led by a management team that has experience in the consolidation of automotive retailing as well as motorsports businesses. Bruton Smith, who is also the Chief Executive Officer of Speedway Motorsports, Inc., the owner and operator of several motorsports facilities, first entered the automotive retailing business in the mid-1960's. Mr. Smith will devote approximately 50% of his business time to the Company. Since 1990, Mr. Smith has successfully acquired three dealerships and increased his dealerships' revenues from \$199.4 million in 1992 to \$376.6 million in 1996, without giving effect to the Acquisitions. In the Tennessee market, Mr. Bowers has acquired or opened eight dealerships since 1992 and increased revenues (primarily through acquisitions) of the Bowers Dealerships from \$13.2 million in 1992 to \$101.5 million in 1996. No assurance can be given that Messrs. Smith and Bowers will be successful in acquiring or opening new dealerships for the Company or increasing the Company's revenues.

The Company believes the competitive advantages which differentiate it from its local competitors include the reputation of the Company's management in the automotive retailing industry, regional and national economies of scale, brand and geographic diversity, and the established customer base and local name recognition of the Company's dealerships. The Company has developed and implemented several growth strategies to capitalize on these competitive advantages. One of these is to continue to expand its operations in the Southeast and Southwest by acquiring additional dealerships both within its current markets and in new markets. The Company also is seeking additional growth from the increased sale of higher margin products and services such as wholesale parts, after-market products, collision repair services and F&I.

Automobile retailing is highly competitive. The Company's competition includes franchised automobile dealerships, some with greater resources than the Company, selling the same or similar makes of vehicles offered by the Company. Other competitors include other franchised dealers, private market buyers and sellers of used vehicles, used vehicle dealers, service center chains and independent service and repair shops. Primarily as a result of competitive pressures, gross profit margins on new vehicle sales have been declining since 1986. The Company has also experienced gross profit margin pressure on used vehicle sales over the last 18 months. For further discussion of competition affecting the Company's business, see "Risk Factors -- Competition" and "Business -- Competition."
Growth Strategy

The Company's objective is to capitalize on the consolidation of the automotive retailing industry. Key elements of the Company's strategy to achieve this objective include the acquisition of additional dealerships and the leveraging of the Company's new vehicle franchises to increase sales of higher margin products and services.

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(Bullet) Acquire Dealerships. The Company plans to implement a "hub and spoke" acquisition program primarily by pursuing (i) well-managed dealerships in new metropolitan and growing suburban geographic markets, and (ii) dealerships that will allow the Company to capitalize on regional economies of scale, offer a greater breadth of products and services in any of its markets or increase brand diversity. The growth generated through acquisitions creates opportunities for economies of scale, including more favorable financing terms from lenders and cost savings from the consolidation of administrative functions such as employee benefits, risk management and employee training.

New Markets. The Company looks to acquire well-managed dealerships in geographic markets it does not currently serve, principally in the Southeast and Southwest regions of the United States. The Company will target dealers having superior operational and financial management. Generally, the Company will seek to retain the acquired dealerships' operational and financial management, and thereby benefit from their market knowledge, name recognition and local reputation. The Company also anticipates that management teams at the acquired dealerships will enable the Company to identify more effectively additional acquisition opportunities in these markets.

Existing Markets. The Company seeks growth in its operations within existing markets by acquiring dealerships that increase the brands, products and services offered in those markets. These acquisitions should produce opportunities for additional operating efficiencies, promote increased name recognition and provide the Company with better opportunities for repeat and referral business. Such acquisitions should also create opportunities for regional economies of scale in areas such as vendor consolidation, facility and personnel utilization and advertising spending. Additionally, cost savings may be achieved by consolidating certain administrative functions on a regional basis that would not be efficient on a national basis, such as accounting, information systems, title work, credit and collection.

(Bullet) Pursue Opportunities in Ancillary Products and Services. The Company intends to pursue opportunities to increase its sales of higher-margin products and services by expanding its collision repair centers and its

wholesale parts and after-market products businesses, which, other than after market products, are not directly related to the new vehicle cycle.

Collision Repair Centers. The Company's collision repair business provides favorable margins and is not significantly affected by economic cycles or consumer spending habits. The Company believes that because of the high capital investment required for collision repair shops and the cost of complying with environmental and worker safety regulations, large volume body shops will be more successful in the future than smaller volume shops. The Company believes that this industry will consolidate and that it will be able to capitalize on this trend by expanding its collision repair business. The Company also believes that opportunities exist for those automotive retailers that can establish relationships with major insurance carriers. The Company currently participates in 35 direct repair programs with major insurance companies and its relationships with these carriers provide a source of collision repair customers. The Company currently has eight collision repair centers accounting for approximately \$8.9 million in pro forma revenue for the year ended 1996. Sonic intends over the next several years to establish collision repair centers at various of its other facilities as market conditions warrant.

Wholesale Parts. Over time, the Company plans to capitalize on its growing representation of numerous manufacturers in order to increase its sales of factory authorized parts to wholesale buyers such as independent mechanical and body repair garages and rental and commercial fleet operators.

After-Market Products. The Company intends to expand its offerings of after-market products in many of its dealership locations. After-market products, such as custom wheels, performance parts, telephones and other accessories, enable the dealership to capture incremental revenue on new and used vehicle sales.

- (Bullet) Enhance Profit Opportunities in Finance and Insurance. The Company offers its customers a wide range of financing and leasing alternatives for the purchase of vehicles, as well as credit life, accident and health and disability insurance and extended service contracts. As a result of its size and scale, the Company believes it will be able to negotiate with the lending institutions that purchase its financing contracts to increase the Company's revenues. Likewise, the Company expects to negotiate to increase the commissions it earns on extended service and insurance products. It also expects that the integration of innovative computer technologies and in-depth sales training will serve as an important tool in enhancing F&I profitability.
- (Bullet) Increase Used Vehicle Sales. The Company believes that there will be opportunities to improve the used vehicle departments at several of its dealerships. The Company currently operates four standalone used vehicle facilities. In 1998, the Company intends to convert part of an existing facility in Nashville to a used vehicle facility. It also intends to develop used vehicle facilities in other markets where management believes opportunities exist.

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Operating Strategy

Sonic's operating objectives are to focus on customer satisfaction throughout the organization in order to build long-term customer relationships and to capitalize on operating efficiencies which will enhance its financial performance. The Company seeks to achieve these objectives by implementing the following operating strategies.

- (Bullet) Operate Multiple Dealerships in Geographically Diverse Markets. The Company operates dealerships in Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta. By operating in several locations throughout the United States, the Company believes it will be better able to insulate its earnings from local economic downturns. In addition, the Company believes that by establishing a significant market presence in its operating regions, it will be able to provide superior customer service through a market-specific sales, service, marketing and inventory strategy. It is the Company's strategy, for instance, that the savings in a market on reduced advertising costs will be re-deployed into customer service and customer retention programs. The Company's market share in its Charlotte and Chattanooga markets was 13.7% and 9.1%, respectively in 1996.
- (Bullet) Achieve High Levels of Customer Satisfaction. Customer satisfaction has been and will continue to be a focus of the Company. The Company's personalized sales process is intended to satisfy customers by providing high-quality, affordable vehicles in a positive, "consumer friendly" buying environment. The Company's service department also seeks to provide its customers with a professional and reliable service experience of a consistently high standard. Beyond establishing strong consumer loyalty, this focus on customer satisfaction engenders good relations with Manufacturers. Manufacturers generally measure CSI, which is a result of a survey given to new vehicle buyers. Some Manufacturers offer specific performance incentives, on a per vehicle basis, if certain CSI levels (which vary by Manufacturer) are achieved by a dealer. Manufacturers can withhold approval of acquisitions if a dealer fails to maintain a minimum CSI score. Historically, the Company has not been denied Manufacturer approval of acquisitions based on CSI scores. To keep management focused on customer satisfaction, the

Company includes CSI results as a component of its incentive compensation program.

- (Bullet) Train and Develop Qualified Management. Sonic requires all of its employees, from service technicians to regional vice presidents, to participate in in-house training programs. The Company leverages the experience of senior management, along with third party trainers from manufacturers, industry affiliates and vendors, to formally train all employees. This training regimen has resulted in many of the Company's regional vice presidents, executive managers and salespeople being certified by NADA, and has become a convenient and effective way to share best practices among the Company's employees at all levels of the various dealerships. The Company is developing an education center (the "Education Center") to be equipped with classrooms specifically designed on a departmental basis. The F&I classroom in the Education Center, for example, is to be equipped with simulation software that replicates the dealers' systems and allows the employee to handle all facets of an F&I transaction. The Company believes that its comprehensive training of all employees at every level of their career path offers the Company a competitive advantage over other dealership groups in the development and retention of its workforce.
- (Bullet) Offer a Diverse Range of Automotive Products and Services. Sonic offers a broad range of automotive products and services, including a wide selection of new and used vehicles, vehicle financing and insurance programs, replacement parts and maintenance and repair programs. The Company offers 15 product lines ranging from economy to luxury brands consisting of BMW, Cadillac, Chrysler, Dodge, Ford, Honda, Infiniti, Jaguar, Jeep, KIA, Oldsmobile, Plymouth, Toyota, Volkswagen and Volvo. The Company also offers a variety of used vehicles at a broad range of prices. Offering numerous new vehicle brands enables the Company to satisfy a variety of customers, reduces dependence on any one Manufacturer and reduces exposure to supply problems and product cycles.
- (Bullet) Capitalize on Efficiencies in Operations. Because management compensation is based primarily on dealership performance, expense reduction and operating efficiencies are a significant management focus. As the Company pursues its acquisition strategy, the Company's size and market presence should provide it with an opportunity to negotiate favorable contracts on such expense items as advertising, purchasing, bank financings, employee benefit plans and other vendor contracts. In addition, the Company has instituted both regional and national operations committees that meet on a regular basis to share best practices to improve dealership performance.
- (Bullet) Utilize Professional Management Practices and Incentive Based Compensation Programs. As a result of Sonic's size and geographic dispersion, the Company's senior management has instituted a multi-tiered management structure to supervise effectively its dealership operations. In addition to the officers of the Company, this structure includes executive managers who are responsible for individual dealership operations, as well as regional vice presidents responsible for various regions throughout the country. In an effort to align management's interest with that of stockholders, a portion of

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the incentive compensation program for each officer, vice president and executive manager is provided in the form of Company stock options, with additional incentives based on the performance of individual profit centers. Sonic believes that this organizational structure, with room for advancement and the opportunity for equity participation, serves as a strong motivation for its employees.

- (Bullet) Apply Technology Throughout Operations. The Company believes that, with the customized technology it has introduced in certain markets, it has been able to improve its operations over time by integrating its systems into all aspects of its business. In these markets the Company uses computer-based technology to monitor its dealerships' operating performance and quickly adjust to market changes, and to integrate computer systems into its sales, F&I and parts and service operations. For example, sales managers use a database to identify and solicit prospective customers, and to design appropriate financing packages for prospective buyers. Service and parts managers utilize computer technology to coordinate between the two departments and to service customers more efficiently. In addition to these uses, the Company's technology also plays a role in its inventory management. The Company intends to expand this computer system into more of its dealerships and markets as existing contracts for computer systems expire.

Industry Overview

Automotive retailing, with approximately \$640 billion in 1996 retail sales, is the largest consumer retail market in the United States, representing approximately 8% of the domestic gross product based on data collected by NADA and the U.S. Department of Commerce. Retail sales of new vehicles, which are sold exclusively through new vehicle dealers, were approximately \$328 billion. In addition, used vehicle retail sales in 1996 were estimated at \$311 billion, with approximately \$260 billion in sales by franchised and independent dealers and the balance in privately negotiated transactions. From 1992 to 1996, new vehicles sales have grown at an annual compound rate of 10.5%, while used vehicle sales have grown at a rate of 15.8% for retail used vehicle sales and

6.7% for wholesale used vehicle sales. This significant increase in sales revenue is primarily because the average price of a new vehicle has risen at a compound average rate of 6.2% from 1992 to 1996 and newer, high-quality used vehicles now comprise a larger part of the used vehicle market. During this period, unit sales grew at rates of only 4.0% for new vehicles, 6.4% for retail used vehicles and 1.4% for wholesale used vehicles. For the six months ended June 30, 1997, industry retail sales were down 2% as a result of retail car sales declines of 5.3% and retail truck sales gains of 2.4% from the same period in 1996.

The following table sets forth information regarding vehicle sales by new vehicle dealerships for the periods indicated.

<TABLE>
<CAPTION>

Vehicle Sales	United States New Vehicle Dealers'			
	(1)			
	1992	1993	1994	1995
-----	-----	-----	-----	-----
1996				
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
<C>				
	(Units in millions; dollars in			
billions)				
New vehicle unit sales.....	12.9	13.9	15.1	14.7
15.1				
New vehicle sales (2).....	\$220.3	\$253.3	\$289.1	\$301.2
\$328.4				
Used vehicle unit sales-retail.....	9.3	9.9	10.9	11.5
11.9				
Used vehicle sales-retail (2).....	\$ 77.1	\$ 90.7	\$110.6	\$126.9
\$137.9				
Used vehicle unit sales-wholesale.....	6.9	6.4	6.9	7.0
7.3				
Used vehicle sales -- wholesale (2).....	\$ 26.2 (3)	\$ 24.3	\$ 27.9	\$ 30.4
\$ 33.9				
Total vehicle sales.....	\$323.6	\$368.3	\$427.6	\$458.5
\$500.2				
Annual growth in total vehicle sales.....	--	13.8%	16.1%	7.2%
9.1%				

</TABLE>

(1) Reflects new vehicle dealership sales at retail and wholesale. In addition, sales by independent retail used vehicle dealers were approximately \$81, \$100, \$134, \$130 and \$122 billion, respectively, and casual used car sales were estimated at approximately \$36, \$33, \$40, \$52 and \$51 billion, respectively, for each of the five years ended December 31, 1996.

(2) Sales figures are calculated by multiplying unit sales by the average sales price for the year.

(3) The NADA did not report the averages sales price for wholesale transactions prior to 1993. As a result, the 1992 wholesale used vehicle sales were calculated using the 1993 average wholesale price for used vehicles.

In addition to new and used vehicles, dealerships offer a wide range of other products and services, including repair and warranty work, replacement parts, extended warranty coverage, financing and credit insurance. In 1996, the average dealership's revenue consisted of 57.7% new vehicles sales, 30.4% used vehicle sales, and 11.9% other products and services. As a result of intense competition for new vehicle sales, the average dealership generates the majority of its profits from the sale of used vehicles and other products and services, including finance and insurance, mechanical and collision repair, and parts and

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service. In 1996, for example, a used vehicle earned an average gross margin of 11.0% as compared to a new vehicle's average gross margin of 6.4%, in each case for sales by new vehicle dealerships. As is typical in the retailing industry, dealership profitability varies widely across different stores and, ultimately, profitability depends on effective management of inventory, competition, marketing, quality control and, most importantly, responsiveness to the customer.

New Vehicle Sales. Franchised dealerships were originally established by automobile manufacturers for the distribution of their new vehicles. In return for exclusive distribution rights within specified territories, manufacturers exerted significant influence over their dealers by limiting the transferability of ownership in dealerships, designating the dealerships location, and managing the supply and composition of the dealership's inventory. These arrangements resulted in the proliferation of small, single-owner operations that, at their peak in the late 1940's, totaled almost 50,000. As a result of competitive, economic and political pressures during the 1970's and 1980's, significant changes and consolidation occurred in the automotive retail industry. One of the most significant changes was the increased penetration by foreign manufacturers and the resulting loss of market share by domestic car makers, which forced many dealerships to close or sell to better-capitalized dealership groups. According

to industry data, the number of franchised dealerships has declined from approximately 25,000 dealerships in 1990 to approximately 22,000 in 1996. Although significant consolidation has taken place since the automotive retailing industry's inception, the industry today remains highly fragmented, with the largest 100 dealer groups generating less than 10% of total sales revenues and controlling less than 5% of all franchised dealerships.

Used Vehicle Sales. Sales of used vehicles have increased over the past five years, primarily as a result of the substantial increase in new vehicle prices and the greater availability of newer used vehicles due to the increased popularity of short-term leases. Like the new vehicle market, the used vehicle market is highly fragmented, with approximately 22,000 new vehicle dealers accounting for approximately \$172 billion in 1996 sales. In addition, an even greater number of independent used car dealers accounted for approximately \$122 billion in 1996 sales. Privately negotiated transactions accounted for the remaining 1996 sales, estimated at \$51 billion. In addition, an increasing number of used vehicles are being sold by "superstore" outlets, which market only used vehicles and offer a wide selection of low mileage, popular models. In 1996, the top 100 new vehicle dealer groups accounted for less than 2% of used vehicle sales.

Industry Consolidation. The Company believes that further consolidation is likely due to increased capital requirements of dealerships, the limited number of viable alternative exit strategies for dealership owners, and the desire of certain manufacturers to strengthen their brand identity by consolidating their franchised dealerships. The Company also believes that an opportunity exists for dealership groups with significant equity capital, and experience in identifying, acquiring and professionally managing dealerships, to acquire additional dealerships for cash, stock, debt or a combination thereof. Publicly owned dealer groups, such as the Company, are able to offer prospective sellers tax advantaged transactions through the use of publicly traded stock which may, in certain circumstances, make them more attractive to prospective sellers.

Dealership Operations

Upon completion of the Reorganization and the Acquisitions, the Company will own eight dealership franchises in the Charlotte market, ten dealership franchises in the Chattanooga market, two dealership franchises in the Nashville market, one dealership franchise in the Houston market, one dealership franchise in the Tampa-Clearwater market and one dealership franchise in the Atlanta market.

The following table sets forth, for each of those areas, information relating to the Company's pro forma performance for the year ended December 31, 1996 and the six months ended June 30, 1997:

<TABLE>
<CAPTION>

	Charlotte Market	Nashville/ Chattanooga Market	Houston Market	Tampa/ Clearwater Market	Atlanta Market
Total	-----	-----	-----	-----	-----
--	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>
<C>					
			(in thousands)		
Year ended December 31, 1996 sales:					
New vehicles.....	\$ 229,181	\$ 98,777	\$ 83,763	\$ 88,844	\$39,940
\$540,505					
Used vehicles.....	105,034	45,400	33,403	42,982	20,931
247,750					
Parts, service and collision repair.....	33,260	17,338	18,927	14,224	11,163
94,912					
Finance and insurance.....	7,397	2,877	3,338	2,317	542
16,471					
--	-----	-----	-----	-----	-----
Total.....	\$ 374,872	\$ 164,392	\$139,431	\$148,367	\$72,576
\$899,638					
--	-----	-----	-----	-----	-----
--	-----	-----	-----	-----	-----
Six months ended June 30, 1997 sales:					
New vehicles.....	\$ 123,130	\$ 40,938	\$ 55,902	\$ 45,577	\$19,596
\$285,143					
Used vehicles.....	57,978	26,281	17,865	19,580	11,777
133,481					
Parts, service and collision repair.....	17,865	9,694	10,363	5,999	5,960
49,881					
Finance and insurance.....	4,464	1,539	2,249	1,029	129
9,410					
--	-----	-----	-----	-----	-----
Total.....	\$ 203,437	\$ 78,452	\$ 86,379	\$ 72,185	\$37,462
\$477,915					
--	-----	-----	-----	-----	-----
--	-----	-----	-----	-----	-----

Since 1990 the Company has grown significantly, as a result of the acquisition and integration of new vehicle dealerships and an increase in revenues at its existing dealerships. The following table sets forth the name, brands, year of acquisition and location of the dealerships acquired by or awarded to the Company or one of the Bowers Dealerships since 1990:

<TABLE>

<CAPTION>

Location	Year Acquired	
-----	-----	---
<S>	<C>	<C>
Dealership and brands currently represented		
Sonic Automotive		
Town & Country Toyota.....	1990	
Charlotte		
Fort Mill Ford.....	1996	
Charlotte		
Fort Mill Chrysler-Plymouth-Dodge.....	1997	
Charlotte		
Lake Norman Dodge.....	1997	
Charlotte		
Lake Norman Chrysler-Plymouth-Jeep-Eagle.....	1997	
Charlotte		
Williams Chrysler-Plymouth-Jeep.....	1997	
Charlotte		
Ken Marks Ford.....	1997	Tampa/
Clearwater		
Bowers Dealerships		
Infiniti of Chattanooga.....	1992	
Chattanooga		
Nelson Bowers Ford.....	1993	
Chattanooga		
Cleveland Village Honda.....	1994	
Chattanooga		
Cleveland Chrysler-Plymouth-Jeep-Eagle.....	1994	
Chattanooga		
Jaguar of Chattanooga (awarded franchise).....	1995	
Chattanooga		
European Motors of Nashville		
"BMW, Volkswagen".....	1996	
Nashville		
European Motors		
"BMW, Volvo".....	1996	
Chattanooga		
Nelson Bowers Dodge.....	1997	
Chattanooga		
KIA -- VW of Chattanooga (awarded franchise).....	1997	
Chattanooga		

</TABLE>

Dealership Management

Operations of the dealerships are overseen by Regional Vice Presidents, who report to the Company's Chief Operating Officer. Each of the Company's dealerships is managed by an Executive Manager who is responsible for the operations of the dealership and the dealership's financial and customer satisfaction performance. The Executive Manager is responsible for selecting, training and retaining dealership personnel. All Executive Managers report to the Company's senior management on a regular basis and prepare a comprehensive monthly financial and operating statement of their dealership. In addition, the Company's senior management meets on a monthly basis with its Executive Managers to address changing customer preferences, operational concerns and to share best practices, such as maintaining a customer-friendly buying environment, maximizing potential revenues per new vehicle sale through increased F&I penetration, using customer calling and coupon programs to attract and retain service customers, and continued training of dealership personnel.

Each Executive Manager is complemented by a team which includes two senior managers that aid in the operation of the dealership. The General Sales Manager is primarily responsible for the operations, personnel, financial performance and customer satisfaction performance of the new vehicle sales, used vehicle sales, and finance and insurance departments. The Parts and Service Director is primarily responsible for the operations, personnel, financial and customer satisfaction performance of the service, parts and collision repair departments (if applicable). Each of the departments of the dealership typically has a manager who reports to the General Sales Manager or Parts and Service Director.

After the Acquisitions, the Company's Regional Vice Presidents will be as listed, with their region of responsibility and age, on the following table:

<TABLE>

<CAPTION>

Name	Age	Region of Responsibility
<S>	<C>	<C>
Ken Marks, Jr.	35	Florida
Jeffrey C. Rachor	35	Mid-South (Tennessee, Georgia, Kentucky and Alabama)
Ivan A. Tufty	57	Texas
William Sullivan	65	North Carolina and South Carolina

New Vehicle Sales

The Company sells 15 brands of cars, light trucks and sport utility vehicles. The products have a broad range of prices from lower priced, or economy vehicles, to luxury vehicles. The Company believes that its brand, product and price diversity

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reduces the risk of changes in customer preferences, product supply shortages and aging products. Sales of new vehicles in 1996 were approximately 41% cars and 59% trucks. Approximately 13% of sales in 1996 were luxury brands (BMW, Cadillac, Infiniti, Jaguar and Volvo). See "Risk Factors -- Dependence on Automobile Manufacturers."

The following table sets forth, by vehicle brand, information relating to the Company's and the dealerships being acquired pursuant to the Acquisitions new vehicle sales for 1996 and the first six months of 1997:

	New Vehicle Sales		
	Year Ended December 31, 1996 (1)	Percentage of New Vehicle Revenues	Six Months Ended June 30, 1997 (1)
<S>	<C>	<C>	<C>
	(revenue amounts in thousands)		
Vehicle Brand/Manufacturer			
BMW.....	\$ 10,838	2.2%	\$ 13,993
Cadillac.....	2,029	0.4%	770
Chrysler/Dodge/Plymouth/Jeep/Eagle.....	88,951	17.9%	50,935
Ford.....	297,169	59.9%	164,768
Honda.....	11,599	2.3%	4,992
Infiniti.....	6,618	1.3%	3,247
Jaguar.....	2,296	0.5%	1,405
KIA.....	--	--	685
Oldsmobile.....	2,212	0.4%	1,055
Toyota.....	30,520	6.2%	19,246
Volvo.....	43,060	8.7%	21,478
Volkswagen.....	732	0.2%	257
Total.....	\$ 496,024	100.0%	\$ 282,831

<CAPTION>

	Percentage of New Vehicle Revenues
<S>	<C>
Vehicle Brand/Manufacturer	
BMW.....	4.9%
Cadillac.....	0.3%
Chrysler/Dodge/Plymouth/Jeep/Eagle.....	18.0%
Ford.....	58.3%
Honda.....	1.8%
Infiniti.....	1.1%
Jaguar.....	0.5%
KIA.....	0.2%
Oldsmobile.....	0.4%
Toyota.....	6.8%
Volvo.....	7.6%
Volkswagen.....	0.1%
Total.....	100.0%

</TABLE>

(1) Does not include Nelson Bowers Dodge which was purchased on March 1, 1997 and KIA-VW of Chattanooga which was purchased in April 1997. European Motors of Nashville and European Motors were purchased in October 1996 and May 1996, respectively, and information for such dealerships is included from their purchase dates through December 1996.

The Company seeks to provide customer oriented service and build lasting customer relationships that will result in repeat and referral business. Sales techniques and processes vary depending on the product line and local market conditions. All of the Company's dealerships use computer technology for prospecting and customer follow-up and extensively train sales staff to meet the needs of customers. Certain of the dealerships use computer kiosks to allow customers to browse vehicle inventories at their leisure. Depending on brand and local market, dealerships may use "greeters" rather than sales people to initially assist customers entering a dealership.

Substantially all of the Company's new vehicles are acquired from Manufacturers. Allocation of vehicle inventory from Manufacturers is based primarily on sales volume and input from dealers. Vehicle purchases are financed through revolving credit facilities known in the industry as floor plan lending.

The following table presents information with respect to the Company's new vehicle sales:

Dealerships	Sonic Dealerships						Sonic	
	Year Ended December 31,						Six Months	
	1997						June 30,	
	Actual					Pro Forma for the Acquisitions	Actual	
Ended	1992	1993	1994	1995	1996	1996	1996	
1997								
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
	(in thousands, except vehicle unit data)							
Unit sales.....	8,060	9,429	9,686	10,273	11,693	24,206	6,027	
6,553								
Sales revenue.....	\$126,230	\$152,525	\$164,361	\$186,517	\$233,146	\$540,505	\$115,721	
\$137,069								
Gross profit.....	\$ 8,513	\$ 10,474	\$ 11,494	\$ 13,584	\$ 17,169	\$ 40,221	\$ 7,672	\$
8,893								
Gross profit margin...	6.7%	6.9%	7.0%	7.3%	7.4%	7.4%	6.6%	
6.5%								

	Pro Forma for the Acquisitions
	1997
<S>	<C>
Unit sales.....	12,596
Sales revenue.....	\$285,143
Gross profit.....	\$ 20,749
Gross profit margin...	7.3%

New vehicle sales include retail lease transactions and lease-type transactions, both of which are arranged by the Company. New vehicle leases generally have short terms. Lease customers, therefore, return to the new vehicle market more

frequently. Leases also provide a source of late-model, generally low mileage, vehicles for its used vehicle inventory. Generally, leased vehicles are under warranty for the entire lease term, which allows the Company to provide repair service to the lessee throughout the term of the lease.

Used Vehicle Sales

The Company sells a broad variety of makes and models of used cars, vans, trucks and sport utility vehicles. On a pro forma basis in 1996, the Company

sold 9,281 used car and 4,194 used truck (including sport utility vehicles) units. Used vehicle retail sales for 1996 represented 35.8% of pro forma total retail unit sales.

Used vehicles are obtained by the Company through customer trade-ins, at "closed" auctions which may be attended only by new vehicle dealers and which offer off-lease, rental and fleet vehicles, and at "open" auctions which offer repossessed vehicles and vehicles sold by other dealers. The Company sells its used vehicles to retail customers and, in the case of vehicles in poor condition or vehicles which remain unsold for a specified period of time, to other dealers or wholesalers. Sales to other dealers or wholesalers are frequently close to or below cost and therefore negatively affect the Company's gross margin on used vehicle sales.

The Company emphasizes retail sales of used vehicles in order to offer a wider variety of vehicles and to benefit from the higher gross margins from used vehicle sales. To improve the marketability of used vehicles the Company employs both manufacturer supported and in-house used car certification programs and sale of extended warranties on used vehicles. At certain locations, the Company provides a five day money back guarantee on the sale of all used vehicles. The Company intends to expand this guarantee program to all locations.

After the Acquisitions, the Company will operate four standalone used car facilities. As the Company enters new markets and gains market share in existing markets, the Company intends to expand its standalone used car facilities to take advantage of the high quality sources of vehicles available to new vehicle retailers.

The following table sets forth information on the Company's used vehicle sales:

Dealerships	Sonic Dealerships					Sonic		
	Year Ended December 31,					June 30,		
Ended	Actual					Pro Forma for the Acquisitions	Actual	
1997	1992	1993	1994	1995	1996	1996	1996	
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	
	(in thousands, except vehicle unit data)							
Retail unit sales.....	3,892	4,104	4,374	5,172	5,488	13,475	2,836	
2,638								
Retail sales revenue.....	\$33,636	\$37,742	\$47,537	\$60,766	\$68,054	\$181,787	\$35,200	
\$32,666								
Retail gross profit.....	3,610	3,964	5,182	5,792	5,748	16,762	2,968	
2,772								
Retail gross margin.....	10.7%	10.5%	10.9%	9.5%	8.4%	9.2%	8.4%	
8.5%								
Wholesale unit sales.....	3,756	4,189	4,656	5,009	5,344	12,385	2,751	
2,750								
Wholesale sales revenue....	\$11,199	\$13,363	\$16,062	\$20,025	\$25,642	\$ 65,963	\$13,412	
\$15,342								
Wholesale gross profit.....	16	27	43	(45)	(23)	(52)	(12)	
(145)								
Wholesale gross margin.....	0.1%	0.2%	0.3%	(0.2)%	(0.1)%	(0.1)%	(0.1)%	
(0.9)%								
Total unit sales.....	7,648	8,293	9,030	10,181	10,832	25,860	5,587	
5,388								
Total revenue.....	\$44,835	\$51,105	\$63,599	\$80,791	\$93,696	\$247,750	\$48,612	
\$48,008								
Total gross profit.....	3,626	3,991	5,225	5,747	5,725	16,710	2,956	
2,627								
Total gross margin.....	8.1%	7.8%	8.2%	7.1%	6.1%	6.7%	6.1%	
5.5%								

<CAPTION>

Pro Forma
for the
Acquisitions

1997

<S>

<C>

Retail unit sales..... 7,043
Retail sales revenue..... \$ 96,249

Retail gross profit.....	8,521
Retail gross margin.....	8.9%
Wholesale unit sales.....	6,513
Wholesale sales revenue....	\$ 37,232
Wholesale gross profit.....	(34)
Wholesale gross margin.....	0.1%
Total unit sales.....	13,556
Total revenue.....	\$ 133,481
Total gross profit.....	8,487
Total gross margin.....	6.4%

Service and Part Sales

The Company provides service and parts at each of its franchised dealerships. The Company provides maintenance and repair services at its 19 new vehicle dealership facilities and three used vehicle facilities. The Company utilizes approximately 400 service bays in providing both warranty and non-warranty services. Service and parts sales provide higher gross margins than vehicle sales. On a pro forma basis in 1996, the Company's service and parts operations generated \$85.9 million in revenues and \$35.1 million in gross profit, representing 9.6% and 31.0% of total revenues and gross profit, respectively.

Historically, the automotive repair industry has been highly fragmented. However, the Company believes the increased use of advanced technology in vehicles has made it difficult for independent repair shops to perform major or technical repairs. Additionally, manufacturers permit warranty work to be performed only at franchised dealerships. Given the increasing technological complexity of motor vehicles and the trend to long term warranties, the Company believes an increasing percentage of repair work will be performed at franchised dealerships.

The Company regards its service operations as an integral part of its overall approach to customer service. Vehicle service provides additional opportunities to build long-term customer relationships. The Company uses customer calling, coupon programs and other techniques to attract and retain service customers. Although individual dealerships vary based on markets and brands, many Company dealerships use service "teams" and variable rate or "menu" pricing structures to improve customer satisfaction with repair service.

Sales of factory authorized equipment and parts to wholesale customers are an integral component of parts operations at certain of the Company's dealerships. For example, the Company's Lone Star Ford dealership sold approximately \$9.3 million in wholesale parts in 1996. The Company plans to capitalize on its representation of numerous manufacturers and its experience as a wholesale parts distributor in order to increase sales of factory authorized equipment and parts to wholesale customers.

The following table sets forth information regarding the Company's service and parts sales:

		Sonic Dealerships					Sonic	
		Year Ended December 31,					Six Months	
		June 30,						
		Actual					Pro Forma for the Acquisitions	
		Actual					Actual	
		1992	1993	1994	1995	1996	1996	1996
1997								
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Sales revenue.....	\$21,778	\$27,243	\$30,298	\$31,957	\$37,702	\$ 85,958	\$18,607	
\$20,220								
Gross profit.....	7,540	9,540	10,344	11,003	13,106	35,142	6,317	
6,822								
Gross profit margin.....	34.6%	35.0%	34.1%	34.4%	34.8%	40.9%	33.9%	
33.7%								

Pro Forma
for the
Acquisitions

1997

<S>	<C>
Sales revenue.....	\$ 44,649
Gross profit.....	18,494
Gross profit margin.....	41.4%

Collision Repair

The Company operates collision repair centers, or body shops, at seven of its dealership locations. In 1996, collision repair accounted for \$8.9 million, or 1.0%, of the Company's pro forma revenues and 4.4% of the Company's gross profit. The Company's collision repair business provides favorable margins and, similar to service and parts, is not significantly affected by business cycles or consumer preferences. In addition, because of the higher cost of used vehicles, insurance adjusters are more hesitant to declare a vehicle a total loss, resulting in more significant, and higher cost, repair jobs. The Company believes that, because of the high capital investment required for collision repair shops and the cost of complying with governmental regulations, large volume body shops will be more successful in the future than smaller volume shops. The Company believes the collision repair business will consolidate and that it will be able to capitalize on this consolidation.

The following table sets forth information regarding the Company's collision repair operations:

<TABLE>								Sonic
<CAPTION>								
Dealerships	Sonic Dealerships							-----
-----	-----							Six Months
Ended	Year Ended December 31,							June
30,	-----							-----
-----						Pro Forma for the Acquisitions	Actual	
-----						-----	-----	
1997	1992	1993	1994	1995	1996	1996	1996	
-----	-----	-----	-----	-----	-----	-----	-----	
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	
<C>								
	(In thousands)							
Sales revenue.....	\$2,765	\$3,094	\$3,686	\$3,903	\$4,942	\$8,954	\$2,398	
\$2,686								
Gross profit.....	1,378	1,516	1,870	1,956	2,452	4,993	1,201	
1,284								
Gross profit margin.....	49.8%	49.0%	50.7%	50.1%	49.6%	55.8%	50.1%	
47.8%								

<CAPTION>

Pro Forma
for the
Acquisitions

1997

<S>	<C>
Sales revenue.....	\$5,232
Gross profit.....	2,628
Gross profit margin.....	50.2%

</TABLE>

Finance and Insurance

The Company offers its customers a wide range of financing and leasing alternatives for the purchase of vehicles. In addition, as part of each sale, the Company offers customers credit life, accident and health and disability insurance to cover the financing cost of their vehicle, as well as warranty or extended service contracts. The Company's pro forma revenue from financing, insurance and extended warranty transactions was \$16.5 million in 1996 and \$9.4 million for the six months ended June 30, 1997.

The Company believes that its customers' ability to obtain financing at its dealerships significantly enhances the Company's ability to sell new and used vehicles. The Company provides a variety of financing and leasing alternatives in order to meet the specific needs of each potential customer. The Company believes its ability to obtain customer-tailored financing on a "same day" basis provides it with an advantage over many of its competitors, particularly smaller competitors which do not generate sufficient volume to attract the diversity of

financing sources that are available to the Company. The dealership will then be able to provide a customer with a broader array of lease payment alternatives and, consequently, appeal to a term buyer who is trying to purchase a vehicle of choice at or below a specific monthly payment. During 1996, the Company arranged for financing for approximately 44.0% of its new vehicle sales and 53.1% of its used vehicle sales.

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The Company assigns its vehicle financing contracts and leases to other parties, instead of directly financing sales, which reduces the Company's exposure to loss from financing activities. The Company receives a commission from the lender for originating and assigning the loan or lease but is assessed a chargeback fee by the lender if a loan is canceled, in most cases, within 120 days of making the loan. Early cancellation can result from early repayment because of refinancing of the loan, the sale or trade-in of the vehicle, or default on the loan. The Company establishes an allowance to absorb estimated chargebacks and refunds. The Company believes that its high volume of business makes the Company's retail contracts more attractive to lenders, which may enable the Company to negotiate higher commission rates in contrast to lower volume dealerships.

In addition to its financing activities, the Company offers extended service contracts in connection with the sale of new and used vehicles. Extended service contracts on new vehicles supplement the warranties offered by the vehicle manufacturer, and on used vehicles, such contracts supplement any remaining manufacturer warranty or serve as the primary service contract on the vehicle. The extended service contracts sold by the Company are issued by third-party insurers that pay the Company a commission upon sale of the contract. In 1996, the Company sold extended service contracts on 24.0% and 36.1% respectively, of its new and used retail vehicle sales. The Company also offers its customers credit life, health and accident insurance when they finance an automobile purchase, and receives a commission on each policy sold.

Sales and Marketing

The Company's marketing and advertising activities vary among its dealerships and among its markets. The Company advertises primarily through television, newspapers, radio and direct mail and regularly conducts special promotions designed to focus vehicle buyers on its product offerings. The Company intends to continue tailoring its marketing efforts to the relevant marketplace in order to reach the Company's targeted customer base. The Company also has computer technology to aid sales people in prospecting for customers. Under arrangements with manufacturers, the Company receives a subsidy for a portion of its advertising expenses incurred in connection with a manufacturer's vehicles. Because of the Company's leading market presence in certain markets, the Company believes it has been able to realize cost savings on its advertising expenses due to volume discounts and other concessions from media. The Company also believes its consolidated marketing campaigns within particular markets result in enhanced name recognition and sales volume when compared with smaller competitors in the same market.

Relationships with Manufacturers

Each of the Company's dealerships operates under a separate franchise or dealer agreement (a "Dealer Agreement") which governs the relationship between the dealership and the Manufacturer. In general, each Dealer Agreement specifies the location of the dealership for the sale of vehicles and for the performance of certain approved services in a specified market area. The designation of such areas generally does not guarantee exclusivity within a specified territory. In addition, most Manufacturers allocate vehicles on a "turn and earn" basis which rewards high volume. A Dealer Agreement requires the dealer to meet specified standards regarding showrooms, the facilities and equipment for servicing vehicles, inventories, minimum net working capital, personnel training, and other aspects of the business. The Dealer Agreement with each dealership also gives each Manufacturer the right to approve the dealership's general manager and any material change in management or ownership of the dealership. Each Manufacturer may terminate a Dealer Agreement under certain circumstances, such as a change in control of the dealership without Manufacturer approval, the impairment of the reputation or financial condition of the dealership, the death, removal or withdrawal of the dealership's general manager, the conviction of the dealership or the dealership's owner or general manager of certain crimes, a failure to adequately operate the dealership or maintain wholesale financing arrangements, insolvency or bankruptcy of the dealership or a material breach of other provisions of the Dealer Agreement. In connection with the Offering, the Company is amending its Dealer Agreements or otherwise obtaining consents from Manufacturers to revise those provisions which would have prohibited the Company from selling its Common Stock to the public. See "Description of Capital Stock -- Delaware Law, Certain Charter and Bylaw Provisions and Certain Franchise Agreement Provisions."

Many automobile manufacturers are still developing their policies regarding public ownership of dealerships. The Company believes that these policies will continue to change as more dealership groups sell their stock to the public, and as the established, publicly-owned dealership groups acquire more franchises. To the extent that new or amended manufacturer policies restrict the number of dealerships which may be owned by a dealership group, or the transferability of the Company's Common Stock, such policies could have a material adverse effect on the Company. See "Risk Factors -- Dependence on Automobile Manufacturers," " -- Manufacturers' Restrictions on Acquisitions," " -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" and " -- Concentration of Voting Power and Anti-Takeover Provisions."

The Company's Dealer Agreement with Ford requires the Company to deliver to Ford all Securities and Exchange Commission filings made by the Company or third-parties with respect to the Company, including Schedules 13D and 13G. If any such filing shows that (a) any person or entity would acquire 15% or more of Sonic's voting securities, (b) any person or entity that owns or controls 15% or more of Sonic's voting securities (or other securities convertible into such voting securities) intends or may intend to acquire additional voting securities of Sonic, (c) an extraordinary corporate transaction, such as a merger or liquidation, involving Sonic or any of its subsidiaries is anticipated, (d) a material asset sale involving Sonic or any of its subsidiaries is anticipated, (e) a change in Sonic's Board of Directors or management is planned or has occurred, or (f) any other material change in Sonic's business or corporate structure is planned or has occurred, then the Company must give Ford notice of such event. If Ford reasonably determines that such an event is not in its interest, the Company may be required to sell or resign from one or more of its Ford franchises. Should Sonic or any of its Ford franchisee subsidiaries enter into an agreement to transfer the assets of a Ford franchisee subsidiary to a third party, the right of first refusal described in the Ford Dealer Agreement will apply.

Under the Company's Dealer Agreements with Toyota and Infiniti, Toyota and Infiniti have the right to approve any ownership or voting rights of Sonic of 20% or greater by any individual or entity. Honda may force the sale of the Company's Honda franchise if any person or entity, other than members of the Smith Group, acquires 5% or greater of the Common Stock (10% or greater if such entity is an institutional investor), and Honda deems such person or entity to be unsatisfactory. Volkswagen has approved the sale of no more than 25% of the voting control of Sonic in the Offering, and any future changes in ownership or transfers among the Company's current stockholders that could effect the voting or managerial control of Sonic's Volkswagen franchisee subsidiaries requires the prior approval of Volkswagen. Similarly, Chrysler has approved of the public sale of only 50% of the Common Stock and requires prior approval of any future sales that would result in a change in voting or managerial control of the Company. Moreover, Honda's approval of the Offering is subject to the Smith Group plus Nelson Bowers owning 51% of the shares of Common Stock on a fully-diluted basis. Upon consummation of the Offering, 48.9% of the Common Stock (on a fully-diluted basis after giving effect to the options to be issued at the time of the Offering under the Stock Option Plan), will be owned by persons other than the Smith Group or Nelson Bowers (assuming full exercise of the Underwriters' over-allotment option).

Under the Company's Dealer Agreement with General Motors ("GM"), the Company has agreed, among other things, to disclose the following provisions:

Sonic will deliver to GM copies of all Schedules 13D and 13G, and all amendments thereto and terminations thereof, received by Sonic, within five days of receipt of such Schedules. If Sonic is aware of any ownership of its stock that should have been reported to it on Schedule 13D but that is not reported in a timely manner, it will promptly give GM written notice of such ownership, with any relevant information about the owner that Sonic possesses.

If Sonic, through its Board of Directors or through shareholder action, proposes or if any person, entity or group sends Sonic a Schedule 13D, or any amendments thereto, disclosing (a) an agreement to acquire or the acquisition of aggregate ownership of more than 20% of the voting stock of Sonic and (b) Sonic, through its Board of Directors or through shareholder action, proposes or if any plans or proposals which relate to or would result in the following: (i) the acquisition by any person of more than 20% of the voting stock of Sonic other than for the purposes of ordinary passive investment; (ii) an extraordinary corporate transaction, such as a material merger, reorganization or liquidation, involving Sonic or a sale or transfer of a material amount of assets of Sonic and its subsidiaries; (iii) any change which, together with any changes made to the Board of Directors within the preceding year, would result in a change in control of the then current Board of Sonic; or (iv) in the case of an entity that produces motor vehicles or controls or is controlled by or is under common control with an entity that either produces motor vehicles or is a motor vehicle franchisor, the acquisition by any person, entity or group of more than 20% of the voting stock of Sonic and any proposal by any such person, entity or group, through the Sonic Board of Directors or shareholders action, to change the Board of Directors of Sonic, then, if such actions in GM's business judgment could have a material or adverse effect on its image or reputation in the GM dealerships operated by Sonic or be materially incompatible with GM's interests (and upon notice of GM's reasons for such judgment), Sonic has agreed that it will take one of the remedial actions set forth in the next paragraph within 90 days of receiving such Schedule 13D or such amendment.

If Sonic is obligated under the previous paragraph to take remedial action, it will (a) transfer to GM or its designee, and GM or its designee will acquire the assets, properties or business associated with any GM dealership operated by Sonic at fair market value as determined in accordance with GM's Dealership Agreement with the Company, or (b) provide evidence to GM that such person, entity or group no longer has such threshold level of ownership interest in Sonic or that the actions described in clause (b) of the previous paragraph will not occur.

Should Sonic or its GM franchisee subsidiary enter into an agreement to transfer the assets of the GM franchisee subsidiary to a third party, the right of first refusal described in the GM Dealer Agreement shall apply to any such transfer.

Certain state statutes in Florida and other states limit manufacturers' control over dealerships. Under Florida law, notwithstanding any contrary terms in a dealer agreement, manufacturers may not unreasonably withhold approval for the sale of a dealership. Acceptable grounds for disapproval include material shortcomings in the character, financial condition or business experience of the proposed transferee. In addition, dealerships may challenge manufacturers' attempts to establish new dealerships in the dealer's markets, and state regulators may deny applications to establish new dealerships for a number of reasons, including a determination that the manufacturer is adequately represented in the area. Manufacturers must have "good cause" for any termination or failure to renew a dealer agreement, and an automaker's license to distribute vehicles in Florida may be revoked if, among other things, the automaker has forced or attempted to force an automobile dealer to accept delivery of motor vehicles not ordered by that dealer.

Under Texas law, despite the terms of contracts between manufacturers and dealers, manufacturers may not unreasonably withhold approval of a transfer of a dealership. It is unreasonable under Texas law for a manufacturer to reject a prospective transferee of a dealership who is of good moral character and who otherwise meets the manufacturer's written, reasonable and uniformly applied standards or qualifications relating to the prospective transferee's business experience and financial qualifications. In addition, under Texas law and the laws of other states, franchised dealerships may challenge manufacturers' attempts to establish new franchises in the franchised dealers' markets, and state regulators may deny applications to establish new dealerships for a number of reasons, including a determination that the manufacturer is adequately represented in the region. Texas law limits the ability of manufacturers to terminate or fail to renew franchises. In addition, other laws in Texas and elsewhere limit the ability of manufacturers to withhold their approval for the relocation of a franchise or require that disputes be arbitrated. In addition, a manufacturer's license to distribute vehicles in Texas may be revoked if, among other things, the manufacturer has forced or attempted to force an automobile dealer to accept delivery of motor vehicles not ordered by that dealer.

Georgia law provides that no manufacturer may arbitrarily reject a proposed change of control or sale of an automobile dealership, and any manufacturer challenging such a transfer of a dealership must provide written reasons for its rejection to the dealer. Manufacturers bear the burden of proof to show that any disapproval of a proposed transfer of a dealership is not arbitrary. If a manufacturer terminates a franchise agreement due to a proposed transfer of the dealership or for any other reason not considered to constitute good cause under Georgia law, such termination will be ineffective. As an alternative to rejecting or accepting a proposed transfer of a dealership or terminating the franchise agreement, Georgia law provides that a manufacturer may offer to purchase the dealership on the same terms and conditions offered to the prospective transferee.

Under Tennessee law, a manufacturer may not modify, terminate or refuse to renew a franchise agreement with a dealer except for good cause, as defined in the governing Tennessee statutes. Further, a manufacturer may be denied a Tennessee license, or have an existing license revoked or suspended if the manufacturer modifies, terminates, or suspends a franchise agreement due to an event not constituting good cause. Good cause includes material shortcomings in the character, financial condition or business experience of the dealer. A manufacturer's Tennessee license may also be revoked if the manufacturer prevents or attempts to prevent the sale or transfer of the dealership by unreasonably withholding consent to the transfer.

Competition

The retail automotive industry is highly competitive. Depending on the geographic market, the Company competes with both dealers offering the same brands and product line as the Company and dealers offering other automakers' vehicles. The Company also competes for vehicle sales with auto brokers and leasing companies. The Company competes with small, local dealerships and with large multi-franchise auto dealerships. Many of the Company's larger competitors are larger and have greater financial and marketing resources and are more widely known than the Company. Some of the Company's competitors also may utilize marketing techniques, such as Internet visibility or "no negotiation" sales methods, not currently used by the Company.

The Company also competes with regional and national car rental companies, which sell their used rental cars, and used automobile "superstores," such as AutoNation and CarMax. In the future, new competitors may enter the automotive retailing market, including automobile manufacturers (such as Ford) that may decide to open additional retail outlets or acquire other dealerships. In addition, the used vehicle superstores generally offer a greater and more varied selection of vehicles than the Company's dealerships. As the Company seeks to acquire dealerships in new markets, it may face significant competition (including competition from other publicly-owned dealer groups) as it strives to gain market share. See "Risk Factors -- Competition."

The Company believes that the principal competitive factors in vehicle sales are the marketing campaigns conducted by automakers, the ability of dealerships to offer a wide selection of the most popular vehicles, the location

of dealerships and the quality of customer service. Other competitive factors include customer preference for makes of automobiles, pricing (including manufacturer rebates and other special offers) and warranties.

In addition to competition for vehicle sales, the Company also competes with other auto dealers, service stores, auto parts retailers and independent mechanics in providing parts and service. The Company believes that the principal competitive factors in parts and service sales are price, the use of factory-approved replacement parts, the familiarity with a dealer's makes and models and the quality of customer service. A number of regional and national chains offer selected parts and service at prices that may be lower than the Company's prices.

In arranging or providing financing for its customers' vehicle purchases, the Company competes with a broad range of financial institutions. The Company believes that the principal competitive factors in providing financing are convenience, interest rates and contract terms.

The Company's success depends, in part, on national and regional automobile-buying trends, local and regional economic factors and other regional competitive pressures. The Company sells its vehicles in the Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta markets. Conditions and competitive pressures affecting these markets, such as price-cutting by dealers in these areas, or in any new markets the Company enters, could adversely affect the Company, although the retail automobile industry as a whole might not be affected. See "Risk Factors -- Competition." Governmental Regulations and Environmental Matters

A number of regulations affect the Company's business of marketing, selling, financing and servicing automobiles. The Company also is subject to laws and regulations relating to business corporations generally.

Under North Carolina, South Carolina, Tennessee, Florida, Georgia and Texas law as well as the laws of other states into which the Company may expand, the Company must obtain a license in order to establish, operate or relocate a dealership or operate an automotive repair service. These laws also regulate the Company's conduct of business, including its advertising and sales practices. Other states may have similar requirements.

The Company's operations are also subject to laws governing consumer protection. Automobile dealers and manufacturers are subject to so-called "Lemon Laws" that require a manufacturer or the dealer to replace a new vehicle or accept it for a full refund within one year after initial purchase if the vehicle does not conform to the manufacturer's express warranties and the dealer or manufacturer, after a reasonable number of attempts, is unable to correct or repair the defect. Federal laws require certain written disclosures to be provided on new vehicles, including mileage and pricing information.

The imported automobiles purchased by the Company are subject to United States customs duties and, in the ordinary course of its business, the Company may, from time to time, be subject to claims for duties, penalties, liquidated damages, or other charges. Currently, United States customs duties are generally assessed at 2.5% of the customs value of the automobiles imported, as classified pursuant to the Harmonized Tariff Schedule of the United States. See "Risk Factors -- Imported Products."

The Company's financing activities with its customers are subject to federal truth-in-lending, consumer leasing and equal credit opportunity regulations as well as state and local motor vehicle finance laws, installment finance laws, usury laws and other installment sales laws. Some states regulate finance fees that may be paid as a result of vehicle sales. State and federal environmental regulations, including regulations governing air and water quality and the storage and disposal of gasoline, oil and other materials, also apply to the Company.

The Company believes that it complies in all material respects with the laws affecting its business. Possible penalties for violation of any of these laws include revocation of the Company's licenses and fines. In addition, many laws may give customers a private cause of action.

As with automobile dealerships generally, and service parts and body shop operations in particular, the Company's business involves the use, storage, handling and contracting for recycling or disposal of hazardous or toxic substances or wastes, including environmentally sensitive materials such as motor oil, waste motor oil and filters, transmission fluid, antifreeze, freon, waste paint and lacquer thinner, batteries, solvents, lubricants, degreasing agents, gasoline and diesel fuels. The Company's business also involves the past and current operation and/or removal of aboveground and underground storage tanks containing such substances or wastes. Accordingly, the Company is subject to regulation by federal, state and local authorities establishing health and environmental quality standards, and liability related thereto, and providing penalties for violations of those standards. The Company is also subject to laws, ordinances and regulations governing remediation of

contamination at facilities it operates or to which it sends hazardous or toxic substances or wastes for treatment, recycling or disposal.

The Company believes that it does not have any material environmental liabilities and that compliance with environmental laws and regulations will not, individually or in the aggregate, have a material adverse effect on the Company's results of operations or financial condition. However, soil and groundwater contamination is known to exist at certain properties used by the Company. Furthermore, environmental laws and regulations are complex and subject to frequent change. There can be no assurance that compliance with amended, new or more stringent laws or regulations, stricter interpretations of existing laws

or the future discovery of environmental conditions will not require additional expenditures by the Company, or that such expenditures will not be material. See "Risk Factors -- Adverse Effect of Government Regulation; Environmental Regulatory Compliance Costs."

Facilities

The Company's principal executive offices are located at 5401 East Independence Boulevard, Charlotte, North Carolina 28218, and its telephone number is (704) 532-3301. These executive offices are located on the premises owned by Town & Country Ford. The following table identifies, for each of the properties to be utilized by the Company's dealership operations the location, the owner/lessor, and the term and rental rate of the Company's lease for such property, if applicable:

<TABLE>
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Facility	Dealership	Ownership Status	Owner/Lessor	1997 Monthly Rent (2)	Expiration Date	
<S>		<C>	<C>	<C>	<C>	<C>
Town & Country Ford..... Bldg.		Lease	STC Properties (1)	\$ 34,083	2000	Main Body
Shop 5401 East Independence Blvd., Charlotte						
Lone Star Ford..... Bldg.		Lease	Viking Investments (1)	\$ 30,000	2005	Main Used
Car Bldg. 8477 North Freeway, Houston						Body
Shop Bldg.						Fleet
Fort Mill Ford..... Bldg.		Own	--	--	--	Main Body
Shop 788 Gold Hill Rd., Fort Mill, SC						
Fort Mill Chrysler-Plymouth-Dodge.... Bldg.		Lease	Jeffrey Boyd	\$ 16,667	2002	Main Used
Car Bldg. 3310 Hwy. 51, Fort Mill, SC						
Town & Country Toyota..... Bldg.		Own	--	--	--	Main Body
Shop 9101 South Blvd., Charlotte						
Frontier Oldsmobile-Cadillac..... Bldg.		Lease	Landers Oldsmobile-Cadillac	\$ 17,000	1998(3)	Main Body
Shop 2501 Roosevelt Blvd., Monroe, NC						Used
Car Bldg. Ken Marks Ford..... Bldg.		Lease	Marks Holding Company (1)	\$ 95,000	2007(3)	Main
24825 US Hwy. 19 North, Clearwater & 3925 Tampa Rd., Oldsmar, FL						
Dyer Volvo..... Bldg.		Lease	D&R Investments (1)	\$ 50,000 (4)	2009(3)	Main
5260 Peachtree Industrial Blvd., Atlanta						
Lake Norman Bldg.		Lease	Phil M. and Quinton M. Gandy and affiliates	\$ 40,000 (4)	2007(3)	Main
Chrysler-Plymouth-Jeep-Eagle..... Chartwell Center Dr., Cornelius, NC						
Lake Norman Dodge..... Bldg.		Lease	Phil M. and Quinton M. Gandy and affiliates	\$ 40,000 (4)	2007(3)	Main Truck
Center I-77 & Torrence Chapel Rd., Cornelius, NC						
KIA/VW of Chattanooga..... Bldg.		Lease	KIA Land Development (1)	\$ 11,070	2007(3)	Main
6015 International Dr., Chattanooga						
European Motors of Nashville..... Bldg.(6)		Lease	Third National Bank, David P'Pool, Stella P'Pool	\$ 21,070	1998(3)	Main
630 Murfreesboro Pike, Nashville						
European Motors.....		Lease	Nelson Bowers (1)	\$ 16,846 (4)	2007(3)	Main

Bldg.						
5949 Brainerd Rd., Chattanooga						
Jaguar of Chattanooga.....	Lease	JAG Properties LLC, Thomas	\$ 22,010	2017(3)	Main	
Bldg.						
5915 Brainerd Rd., Chattanooga		Green, Jr. and				
Nelson Bowers Ford.....	Lease	Nelson Bowers (1)	\$ 14,000	2011(3)	Main	
Bldg.		Cleveland Properties LLC (1)				
717 South Lee Hwy., Cleveland, TN						
Nelson Bowers Dodge.....	Lease	Edward & Barbara Wright	\$ 16,800	2001(3)	Main	
Bldg.						
402 West Martin Luther King Blvd., Chattanooga						
Cleveland Village Imports.....	Lease	Thomas Green, Jr. and Nelson	\$ 11,000	1997(3)	Main	
Bldg.(7)		Bowers (1)				
2490 & 2492 South Lee Hwy., Cleveland, TN						
Cleveland	Lease	Robert G. Card, Jr.	\$ 8,900	Month to)	Main	
Bldg.				Month(3		
Chrysler-Plymouth-Jeep-Eagle.....						
2496 South Lee Hwy., Cleveland, TN						
Williams Motors.....	Lease	J.T. Williams	\$ 14,000	1998(5)	Main	
Bldg.						
803 North Anderson Rd., Rock Hill, SC						

<CAPTION>

Dealership	Sq. Ft.	Acres
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<S>	<C>	<C>
Town & Country Ford.....	85,013	12.48
	24,768	
5401 East Independence Blvd., Charlotte		
Lone Star Ford.....	79,725	24.76
	2,125	
8477 North Freeway, Houston	26,450	
	1,500	
Fort Mill Ford.....	34,162	10.00
	11,275	
788 Gold Hill Rd., Fort Mill, SC		
Fort Mill Chrysler-Plymouth-Dodge....	9,809	5.50
	1,470	
3310 Hwy. 51, Fort Mill, SC		
Town & Country Toyota.....	50,800	5.70
	17,840	
9101 South Blvd., Charlotte		
Frontier Oldsmobile-Cadillac.....	14,825	7.08
	11,250	
2501 Roosevelt Blvd., Monroe, NC	2,200	
Ken Marks Ford.....	79,100	22.00
24825 US Hwy. 19 North, Clearwater &		
3925 Tampa Rd., Oldsmar, FL		
Dyer Volvo.....	60,000	6.00
5260 Peachtree Industrial Blvd., Atlanta		
Lake Norman	26,000	6.00
Chrysler-Plymouth-Jeep-Eagle.....		
Chartwell Center Dr., Cornelius, NC		
Lake Norman Dodge.....	25,000	6.00
	5,000	
I-77 & Torrence Chapel Rd., Cornelius, NC		
KIA/VW of Chattanooga.....	8,445	3.75
6015 International Dr., Chattanooga		
European Motors of Nashville.....	49,385	4.00
630 Murfreesboro Pike, Nashville		
European Motors.....	40,295	12.24
5949 Brainerd Rd., Chattanooga		
Jaguar of Chattanooga.....	34,850	3.57
5915 Brainerd Rd., Chattanooga		
Nelson Bowers Ford.....	17,750	5.60
717 South Lee Hwy., Cleveland, TN		
Nelson Bowers Dodge.....	30,000	4.88
402 West Martin Luther King Blvd., Chattanooga		
Cleveland Village Imports.....	15,760	2.05
2490 & 2492 South Lee Hwy., Cleveland, TN		
Cleveland	19,725	1.40
Chrysler-Plymouth-Jeep-Eagle.....		
2496 South Lee Hwy., Cleveland, TN		
Williams Motors.....	15,000(8)	3.0(8)
803 North Anderson Rd., Rock Hill,		

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- (1) These lessors are affiliates of the Company's stockholders and/or executive officers. See "Risk Factors -- Potential Conflicts of Interest," "Certain Transactions -- Certain Dealership Leases" and "Principal Stockholders."
 - (2) All of the Company's leases are "triple net" leases and require the Company to pay all real estate taxes, maintenance and insurance costs for the property.
 - (3) Each of these leases provides for two renewal terms of five years each, at the option of the Company.
 - (4) Monthly rent expense based on estimate from the purchase agreement relating to the Acquisition.
 - (5) This lease provides for four renewal terms of one year each, at the option of the Company.
 - (6) European Motors of Nashville has entered into a 20-year lease with H.G. Hill Realty Company, an entity unaffiliated with the Company, regarding a new BMW facility to be constructed at a site separate from its existing facility. The monthly rent payments under this lease are not presently fixed and will depend upon the final construction costs of the new facility. The lease term will begin when the Company occupies these premises.
 - (7) Cleveland Village Imports also leases a used-car lot across the street from its main facility from individuals not affiliated with the Company for a term expiring in 2002 and providing for \$3,000 in monthly rent.
 - (8) Estimated size.

The Company's dealerships are generally located along major U.S. or interstate highways. One of the principal factors considered by the Company in evaluating an acquisition candidate is its location. The Company prefers to acquire dealerships located along major thoroughfares, primarily interstate highways with ease of access, which can be easily visited by prospective customers.

The Company owns certain of the real estate associated with Town & Country Toyota and Fort Mill Ford. The remainder of the properties utilized by the Company's dealership operations are leased as set forth in the foregoing table. The Company believes that its facilities are adequate for its current needs. In connection with its acquisition strategy, the Company intends to lease the real estate associated with a particular dealership whenever practicable.

Under the terms of its franchise agreements, the Company must maintain an appropriate appearance and design of its facilities and is restricted in its ability to relocate its dealerships. See " -- Relationships with Manufacturers." Employees

As of June 30, 1997 the Company employed 1,814 people, of whom approximately 271 were employed in managerial positions, 654 were employed in non-managerial sales positions, 387 were employed in non-managerial parts and service positions and 502 were employed in administrative support positions.

The Company believes that many dealerships in the retail automobile industry have difficulty in attracting and retaining qualified personnel for a number of reasons, including the historical inability of dealerships to provide employees with an equity interest in the profitability of the dealerships. The Company intends, upon completion of the Offering, to provide certain executive officers, managers and other employees with stock options and all employees with a stock purchase plan and believes this type of equity incentive will be attractive to existing and prospective employees of the Company. See "Management -- Stock Option Plan" and " -- Employee Stock Purchase Plan" and "Risk Factors -- Dependence on Key Personnel and Limited Management and Personnel Resources."

The Company believes that its relationship with its employees is good. None of the Company's employees is represented by a labor union. Because of its dependence on the Manufacturers, however, the Company may be affected by labor strikes, work slowdowns and walkouts at the Manufacturer's manufacturing facilities. See "Risk Factors -- Dependence on Automobile Manufacturers." Legal Proceedings and Insurance

From time to time, the Company is named in claims involving the manufacture of automobiles, contractual disputes and other matters arising in the ordinary course of the Company's business. Currently, no legal proceedings are pending against or involve the Company that, in the opinion of management, could reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company.

Because of their vehicle inventory and nature of business, automobile retail dealerships generally require significant levels of insurance covering a broad variety of risks. The Company's insurance includes an umbrella policy as well as insurance on its real property, comprehensive coverage for its vehicle inventory, general liability insurance, employee dishonesty coverage and errors and omissions insurance in connection with its vehicle sales and financing activities.

MANAGEMENT

Executive Officers and Directors; Key Personnel

The executive officers, directors and key personnel of the Company, and their ages as of the date of this Prospectus, are as follows:

<TABLE>

<CAPTION>

Name Age Position(s) with the Company

- - - - -

<S>	<C>	<C>
O. Bruton Smith.....	70	Chairman, Chief Executive Officer and Director*
Bryan Scott Smith.....	29	President, Chief Operating Officer and Director*
Nelson E. Bowers, II.....	53	Executive Vice President and Director Nominee* Chief Financial Officer, Vice President-Finance, Treasurer, Secretary and Director*
Theodore M. Wright.....	35	
William R. Brooks.....	47	Director
Jeffrey C. Rachor.....	35	Regional Vice President-Mid South Region
O. Ken Marks, Jr.....	35	Regional Vice President-Florida
Ivan A. Tufty.....	57	Regional Vice President-Texas
William M. Sullivan.....	65	Regional Vice President-North and South Carolina

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* Executive Officer

O. Bruton Smith has been the Chairman, Chief Executive Officer and a director of the Company since its organization in 1997 and presently is the controlling stockholder of the Company through his direct and indirect ownership of Class B Common Stock. Mr. Smith has been the president and controlling stockholder of Sonic Financial since its formation, which prior to the Reorganization owned a controlling interest in all of the Company's dealerships except Town & Country Toyota and presently owns a controlling interest in the Company's Common Stock. Mr. Smith, prior to the Reorganization, owned a controlling interest in Town & Country Toyota. Mr. Smith currently is, and since their acquisition by Sonic Financial has been, a director and the president of each of the Company's dealerships. Mr. Smith has worked in the retail automobile industry since 1966. Mr. Smith's initial term as a director of the Company will expire at the annual meeting of stockholders of the Company to be held in 2000. Mr. Smith is also the chairman and chief executive officer, a director and controlling shareholder, either directly or through Sonic Financial, of Speedway Motorsports, Inc. ("SMI"). SMI is a public company traded on the NYSE. Among other things, it owns and operates the following NASCAR racetracks: Atlanta Motor Speedway, Bristol Motor Speedway, Charlotte Motor Speedway, Sears Point Raceway and Texas Motor Speedway. He is also the executive officer and a director of each of SMI's operating subsidiaries. Under his employment agreement with the Company, Mr. Smith is required to devote approximately 50% of his business time to the Company's business.

Bryan Scott Smith has been the President and Chief Operating Officer of the Company since April 1997, and a director of the Company since its organization in 1997. Mr. Smith, who is the son of Bruton Smith, has been the Vice President since 1993 and, prior to the Reorganization, the minority owner of Town & Country Ford. Mr. Smith joined the Company's predecessor in January 1991 on a full-time basis as an assistant used car manager. In August of 1991, Mr. Smith became the used car manager at Town & Country Ford. Mr. Smith was promoted to General Manager of Town & Country Ford in November 1992 where he remained until his appointment to President and Chief Operating Officer of the Company in April of 1997. Mr. Smith's initial term as a director of the Company will expire at the annual meeting of stockholders of the Company to be held in 1998.

Nelson E. Bowers, II will be appointed the Executive Vice President and a director of the Company upon consummation of the Bowers Acquisition. Mr. Bowers owns a controlling interest in the dealerships that are the subject of the Bowers Acquisition and has worked in the retail automobile industry since 1974. Mr. Bowers has served on national dealer councils for BMW and Volvo and has owned and operated dealerships since 1979. Several of the dealerships owned by Mr. Bowers have been awarded the highest awards available from manufacturers for customer satisfaction. Mr. Bowers' initial term as a director of the Company will expire at the annual meeting of stockholders to be held in 1999.

Theodore M. Wright has been the Chief Financial Officer, Vice President-Finance, Treasurer and Secretary of the Company since April 1997, and a director of the Company since June 1997. Before joining the Company, Mr. Wright was a Senior Manager and in charge of the Columbia, South Carolina office of Deloitte & Touche LLP. Prior to joining the Columbia office, Mr. Wright was a Senior Manager in Deloitte & Touche LLP's National Office Accounting Research and SEC Services Departments from 1994 to 1995. From 1992 to 1994 Mr. Wright was an audit manager with Deloitte & Touche LLP. Mr. Wright's initial term as a director of the Company will expire at the annual meeting of stockholders to be held in 1999.

William R. Brooks has been a director of the Company since its formation. Mr. Brooks also served as the Company's Treasurer, Vice President and Secretary from its organization in February 1997 to April 1997 when Mr. Wright was appointed to those positions. Since December 1994, Mr. Brooks has been the Vice President, Treasurer, Chief Financial Officer and a director of SMI. Mr. Brooks also serves as an executive officer and a director for various operating subsidiaries of SMI. Before the formation of SMI in December 1994, Mr. Brooks was the Vice President of the Charlotte Motor Speedway and a Vice President and a director of Atlanta Motor Speedway. Mr. Brooks joined Sonic Financial from Price Waterhouse in 1983. At Sonic Financial, he was promoted from Manager to

Controller in 1985 and again to Chief Financial Officer in 1989. Mr. Brooks' initial term as a director of the Company will expire at the annual meeting of stockholders to be held in 2000.

Jeffrey C. Rachor will be appointed Regional Vice President upon consummation of the Bowers Acquisition. Mr. Rachor has over 13 years experience in automobile retailing and has been the chief operating officer at the Bowers Dealerships since 1989. During this period, Mr. Rachor has also served at various times as the general manager of Toyota, Saturn and Chrysler-Plymouth-Jeep-Eagle dealerships. Prior to joining the Bowers organization, Mr. Rachor was an assistant regional manager with American Suzuki Motor Corporation from 1987 to 1989 and a Metro Sales Manager and a District Sales Manager with GM's Buick Motor Division from 1983 to 1987.

O. Ken Marks, Jr. owns a controlling interest in Ken Marks Ford and has operated that dealership as its chief executive since prior to 1992. Mr. Marks is a Chairman's award winner from Ford and has over 13 years experience in auto retailing. Ken Marks Ford is one of the top 100 automobile dealerships in the United States and one of the 30 largest Ford dealerships. Mr. Marks will be appointed a Regional Vice President upon consummation of the Offering.

Ivan A. Tufty has been Executive Manager of Lone Star Ford since 1990 and will be appointed a Regional Vice President upon consummation of the Offering. Under Mr. Tufty's leadership, Lone Star Ford has been recognized as one of the 30 largest Ford dealerships and one of the 100 largest dealerships in the United States. Mr. Tufty has over 40 years of experience in auto retailing and was a dealer principal and equity owner for 12 years.

William M. Sullivan has been Vice-President of Town & Country Ford since prior to 1992 and will be appointed a Regional Vice President upon consummation of the Offering. Mr. Sullivan has over 25 years experience in auto retailing as an Executive Manager, head of F&I and in other roles.

As soon as practicable after the Offering, the Company intends to name two or three individuals not employed by or affiliated with the Company to the Company's Board of Directors.

The Board of Directors of the Company is divided into three classes, each of which, after a transitional period, will serve for three years, with one class being elected each year. The executive officers are elected annually by, and serve at the discretion of, the Company's Board of Directors.
Compensation Committee Interlocks and Insider Participation

Since the Company's organization in February 1997, all matters concerning executive officer compensation have been addressed by the entire Board of Directors. Bruton Smith, Scott Smith and Theodore Wright were executive officers of the Company and, together with William R. Brooks, will constitute the entire Board until the consummation of the Offering when Nelson Bowers, an executive officer of the Company, is to be appointed. Bruton Smith serves as Chairman of the Board of SMI. William R. Brooks, an executive officer of SMI, serves on the Board of the Company. As soon as practicable after the Offering, the Company intends to name at least two independent directors who will comprise the Company's compensation committee. See "Management."

Limitations of Directors Liability

The Certificate includes a provision that effectively eliminates the liability of directors to the Company or to the Company's stockholders for monetary damages for breach of the fiduciary duties of a director, except for breaches of the duty of loyalty, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, certain actions with respect to unlawful dividends, stock repurchases or redemptions and any transaction from which the director derived an improper personal benefit. This provision does not prevent stockholders from seeking nonmonetary remedies covering any such action, nor does it affect liabilities under the federal securities laws. The Company's Bylaws further provide that the Company shall indemnify each of its directors and officers, to the fullest extent authorized by Delaware Law, with respect to any threatened, pending or completed action, suit or proceeding to which such person may be a party by reason of serving as a director or officer. Delaware Law currently authorizes a corporation to indemnify its directors and

officers against expenses (including attorney's 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 officers or directors 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. Indemnification is permitted in more limited circumstances with respect to derivative actions. The Company believes that these provisions of the Certificate and the Bylaws are necessary to attract and retain qualified persons to serve as directors and officers.
Committees of the Board

The Board of Directors will establish a Compensation Committee and an Audit Committee consisting of independent directors upon the election of at least two independent directors. The Compensation Committee will review and approve compensation for the executive officers, and administer, and determine awards under, the Stock Option Plan and any other incentive compensation plans for employees of the Company. See " -- Stock Option Plan" and " -- Employee Stock Purchase Plan." The Audit Committee will recommend the selection of auditors for the Company and will review the results of the audit and other reports and services provided by the Company's independent auditors. The Company has not previously had either of these committees.

Director Compensation

Members of the Board of Directors who are not employees of the Company will be compensated for their services in amounts to be determined. The Company will also reimburse all directors for their expenses incurred in connection with their activities as directors of the Company. Directors who are also employees of the Company receive no compensation for serving on the Board of Directors.

Executive Compensation

Sonic was incorporated on January 31, 1997 and did not conduct any operations prior to that time. The Company anticipates that during 1997 its most highly compensated executive officers with annual salaries exceeding \$100,000, and their annual base salaries for 1997, will be: Bruton Smith -- \$350,000, Scott Smith -- \$300,000, Nelson Bowers -- \$400,000, and Theodore Wright -- \$180,000.

Set forth below is information for the years ended December 31, 1996, 1995 and 1994 with respect to compensation for services to the Company's predecessors of the Company's executive officers.

Summary Compensation Table

<TABLE>

<CAPTION>

All Other Name and Principal Position(s) Compensation (5)	Year	Annual Compensation			Long-Term Compensation Awards
		Salary (1)	Bonus (2)	Other Annual Compensation	Number of Shares Underlying Options (4)
O. Bruton Smith	1996	\$ 164,750	--	\$ 33,350 (3)	--
Chairman, Chief Executive Officer	1995	142,200	--	41,350 (3)	--
and Director	1994	142,200	--	41,000 (3)	--
Bryan Scott Smith	1996	\$ 48,000	\$ 230,714	(5)	--
President, Chief	1995	48,000	168,670	(5)	--
Operating Officer	1994	48,000	134,537	(5)	--
and Director					

</TABLE>

- (1) Does not include the dollar value of perquisites and other personal benefits.
- (2) The amounts shown are cash bonuses earned in the specified year and paid in the first quarter of the following year.
- (3) The Company provides Mr. Smith with the use of automobiles for personal use, the annual cost of which is reflected as Other Annual Compensation.
- (4) The Company's Stock Option Plan was adopted in September 1997. Therefore, no options were granted to any of the Company's executive officers in 1996, 1995 or 1994.
- (5) The aggregate amount of perquisites and other personal benefits received did not exceed the lesser of \$50,000 or 10% of the total annual salary and bonus reported for such executive officer.

Employment Agreements

The Company has entered into employment agreements with Messrs. Bruton Smith, Scott Smith, Bowers, Wright, Marks and Rachor (the "Employment Agreements"), effective upon consummation of the Offering, which provide for an annual base salary and certain other benefits. Pursuant to the Employment Agreements, the 1997 base salaries of Messrs. Bruton Smith, Scott Smith, Bowers, Wright, Marks and Rachor will be \$350,000, \$300,000, \$400,000, \$180,000, \$48,000, and \$150,000, respectively. The executives will also receive such additional increases as may be determined by the Compensation Committee. The Employment Agreements, except those of Messrs. Rachor and Marks, provide for the payment of annual performance-based bonuses equal to a percentage of the executive's base salary, upon achievement by the Company (or relevant region) of certain performance objectives, based on the Company's pre-tax income, to be established by the Compensation Committee. The Employment Agreements of Messrs. Rachor and Marks provide for the payment of annual performance-based bonuses, paid in equal installments on a monthly basis, equal to a percentage of the pre-tax earnings of subsidiaries of the Company located within his regions of responsibility, in the case of Mr. Rachor, and of Ken Marks Ford in the case of Mr. Marks. See " -- Incentive Compensation Plan." Under the terms of the Employment Agreements, the Company will employ Mr. Bruton Smith through November 2000. Under the terms of their respective Employment Agreements, the Company will employ Messrs. Scott Smith, Bowers, Wright, Marks and Rachor for five years or until their respective Employment Agreements are terminated by the Company or the executive. Messrs. Scott Smith, Bowers, Wright, Marks and Rachor also receive under their Employment Agreements, options pursuant to the Company's

Stock Option Plan, for 99,875 shares, 79,313 shares, 38,188 shares, 35,250 shares and 41,125 shares, of the Class A Common Stock, respectively, exercisable at the initial public offering price, vesting in three equal annual installments beginning October 1998 and expiring in October 2007.

Each of the Employment Agreements contain similar noncompetition provisions. These provisions, during the term of the Employment Agreement, (i) prohibit the disclosure or use of confidential Company information, and (ii) prohibit competition with the Company for the Company's employees and its customers, interference with the Company's relationships with its vendors, and employment with any competitor of the Company in specified territories. The provisions referred to in (ii) above shall also apply for a period of two years following the expiration or termination of an Employment Agreement. With respect to Messrs. Bruton Smith, Scott Smith and Wright, the geographic restrictions apply in any Standard Metropolitan Statistical Area ("SMSA") or county in which the Company has a place of business at the time their employment ends. With respect to Messrs. Bowers and Rachor, the restrictions apply only in the SMSA's for Houston, Charlotte, Chattanooga, and Nashville, provided that such noncompetition provisions do not apply to his operation of Saturn of Chattanooga. With respect to Mr. Marks, the territorial restrictions apply only in the SMSA's or counties in which the Company has a place of business and about which Marks had access to confidential information or for which he had operational or managerial involvement.

Stock Option Plan

In October 1997, the Board of Directors and stockholders of the Company adopted the Company's 1997 Stock Option Plan (the "Stock Option Plan") in order to attract and retain key personnel. The following discussion of the material features of the Stock Option Plan is qualified by reference to the text of such Plan filed as an exhibit to the Registration Statement of which this Prospectus is a part.

Under the Stock Option Plan, options to purchase up to an aggregate of 1,125,000 shares of Class A Common Stock may be granted to key employees of the Company and its subsidiaries and to officers, directors, consultants and other individuals providing services to the Company. Members of the Board of Directors who serve on the Compensation Committee must qualify as "non-employee directors," as that term is defined in Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended.

The Compensation Committee of the Board of Directors of the Company will administer the Stock Option Plan and will determine, among other things, the persons who are to receive options, the number of shares to be subject to each option and the vesting schedule of options. The Board of Directors of the Company will determine the terms and conditions upon which the Company may make loans to enable an optionee to pay the exercise price of an option. In selecting individuals for options and determining the terms thereof, the Compensation Committee may consider any factors it considers relevant, including present and potential contributions to the success of the Company. Options granted under the Stock Option Plan must be exercised within a period fixed by the Compensation Committee, which period may not exceed ten years from the date of grant of the option or, in the case of incentive stock options ("ISOs") granted to any holder on the date of grant of more than ten percent of the total combined voting power of all classes of stock of the Company, five years from the date of grant of the option. Options may be made exercisable in whole or in installments, as determined by the Compensation Committee.

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Options generally may not be transferred other than by will or the laws of descent and distribution and, during the lifetime of an optionee, options may be exercised only by the optionee. Notwithstanding the foregoing, the Compensation Committee, in its absolute discretion, may grant transferable options if such options are not ISOs. The exercise price of options that are not ISOs will be determined at the discretion of the Compensation Committee. The exercise price of ISOs may not be less than the market value of the Class A Common Stock on the date of grant of the option. In the case of ISOs granted to any holder on the date of grant of more than ten percent of the total combined voting power of all classes of stock of the Company and its subsidiaries, the exercise price may not be less than 110% of the market value per share of the Class A Common Stock on the date of grant. Unless designated as "incentive stock options" intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), options granted under the Stock Option Plan are intended to be "nonstatutory stock options" ("NSOs"). The exercise price may be paid in cash, in shares of Class A Common Stock owned by the optionee, in NSOs granted under the Stock Option Plan (except that the exercise price of an ISO may not be paid in NSOs) or in any combination of cash, shares and NSOs.

Options granted under the Stock Option Plan may include the right to acquire a "reload" option. In such a case, if a participant pays all or part of the exercise price of an option with shares of Class A Common Stock held by the participant for at least six months, then, upon exercise of the option, the participant is granted a second option to purchase, at the fair market value as of the date of grant of the second option, the number of shares of Class A Common Stock transferred to the Company by the participant in payment of the exercise price of the original option. A reload option is not exercisable until one year after the grant date of such reload option or the expiration date of the original option. If the exercise price of a reload option is paid for with shares of Class A Common Stock that have been held by the optionee for more than six months, then another reload option will be issued. Shares of Class A Common Stock covered by a reload option will not reduce the number of shares of Class A

Common Stock available under the Stock Option Plan.

The Stock Option Plan provides that, in the event of changes in the corporate structure of the Company or certain events affecting the shares of the Company, adjustments will automatically be made in the number and kind of shares available for issuance and in the number and kind of shares covered by outstanding options. It further provides that, 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 owning less than a majority of the surviving corporation or any sale or transfer by the Company of all or substantially all 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 Stock Option Plan will become exercisable in full on and after (i) the 15th 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 Board of Directors of the Company, on or before the consummation of the Offering, intends to grant NSOs and ISOs to purchase an aggregate of 587,509 shares of Class A Common Stock under the Stock Option Plan to three executive officers, five regional vice presidents and one dealer manager of the Company. Messrs. Scott Smith, Bowers and Wright are to be granted NSOs to purchase 79,875 shares, 59,313 shares and 18,188 shares, respectively at an exercise price equal to the public offering price of the Class A Common Stock sold in the Offering. Messrs. Scott Smith, Bowers and Wright are also to be granted ISOs to purchase 20,000 shares, 20,000 shares and 20,000 shares, respectively, at an exercise price equal to the public offering price of the Class A Common Stock sold in the Offering. All of these options will become exercisable in three equal annual installments beginning in October 1998 with the last installment vesting in October 2000, and all these options will expire in October 2007. Consequently, all executive officers as a group are to be granted NSOs to purchase an aggregate of 157,376 shares and ISOs to purchase an aggregate of 60,000 shares. Non-executive officer employees are to be granted NSOs and ISOs to purchase an aggregate of 290,133 shares and 80,000 shares, respectively. See " -- Employment Agreements."

The issuance and exercise of ISOs have no federal income tax consequences to the Company. While the issuance and exercise of ISOs generally have no ordinary income tax consequences to the holder, upon the exercise of an ISO, the holder will treat the excess of the fair market value on the date of exercise over the exercise price as an item of tax adjustment for alternative minimum tax purposes. If the holder of Class A Common Stock acquired upon the exercise of an ISO disposes of such stock before the later of (i) two years following the grant of the ISO and (ii) one year following the exercise of the ISO (a "Disqualifying Disposition"), the holder will recognize ordinary income for federal income tax purposes in an amount equal to the lesser of (i) the excess of the Class A Common Stock's fair market value on the date of exercise over the option exercise price, and (ii) the excess of the amount realized on disposition of the Class A Common Stock over the option exercise price. Any additional gain upon the disposition will be taxed as capital gains. The disposition of Class A Common Stock acquired from the exercise of an ISO other than in a Disqualifying Disposition will ordinarily result in capital gains or

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loss to the holder for federal income tax purposes equal to the difference between the amount realized on disposition of the Class A Common Stock and the option exercise price. Any capital gain will be subject to reduced rates of tax if such shares were held more than twelve months, and will be subject to further reduced rates if such shares were held more than eighteen months. The Company will be entitled to a compensation expense deduction for the Company's taxable year in which the disposition occurs equal to the amount of ordinary income recognized by the holder.

The issuance of NSOs has no federal income tax consequences to the Company or the holder. Upon the exercise of an NSO, the Company generally will be allowed a federal income tax deduction equal to the amount by which the fair market value of the underlying shares on the date of exercise exceeds the exercise price. NSO holders will recognize ordinary income for federal income tax purposes at the time of option exercise in the same amount. In the event of a sale of shares acquired by exercise of a NSO, any appreciation or depreciation after the exercise date generally will be taxed as capital gain or loss; provided that any gain will be subject to reduced rates of tax if such shares were held for more than twelve months and will be subject to further reduced rates if such shares were held for more than eighteen months. The disposition of shares acquired by exercise of a NSO will result in capital gains or losses to the holder.

The Company intends to register the shares underlying the Stock Option Plan as required by the federal securities laws. If such registration is not required, such shares may be issued upon option exercise in reliance upon the private offering exemption codified in Section 4(2) of the Securities Act. Resale of such shares may be permitted subject to the limitations of Rule 144.

Employee Stock Purchase Plan

In October 1997, the Board of Directors and stockholders of the Company adopted the Sonic Employee Stock Purchase Plan (the "ESPP"). The ESPP is intended to promote the interests of the Company by providing employees of the Company the opportunity to acquire a proprietary interest in the Company through the purchase of Class A Common Stock. The following discussion of the material features of the ESPP is qualified by reference to the text of such Plan filed in

an exhibit to the Registration Statement of which this Prospectus is a part.

The ESPP is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code. The ESPP is administered by the Compensation Committee, which, subject to the terms of the ESPP, has plenary authority in its discretion to interpret and construe the ESPP. The Compensation Committee will construe the provisions of the ESPP so as to extend and limit participation in a manner consistent with the requirements of Section 423 of the Code. A total of 150,000 shares of Class A Common Stock have been reserved for purchase under the ESPP.

On January 1 of each year during the term of the ESPP (the "Grant Date"), all eligible employees electing to participate in the ESPP ("Participating Employees") will be granted options to purchase shares of Class A Common Stock. Prior to each Grant Date, the Compensation Committee will determine the number of shares of Class A Common Stock available for purchase under each option, with the same number of shares to be available under each option granted on the same Grant Date. No Participating Employee may be granted an option which would permit such employee to purchase stock under the ESPP and all other employee stock purchase plans of the Company at a rate which exceeds \$25,000 of the fair market value of such stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time.

A Participating Employee may elect to designate a limited percentage of such employee's compensation (as defined in the ESPP) to be deferred by payroll deduction as a contribution to the ESPP. A Participating Employee instead may elect to make contributions by direct cash payment to the ESPP rather than by payroll deduction. To the extent a Participating Employee has accumulated enough funds, his or her contributions to the ESPP will be used to exercise the option granted under the ESPP through purchases of Class A Common Stock on the last business day of March, June, September and December on which the principal trading market for the Class A Common Stock is open for trading and on any other interim dates during the year which the Compensation Committee designates for such purpose (the "Exercise Date"). Contributions which are not enough to purchase a whole share of Class A Common Stock will be carried forward and applied on the next Exercise Date in that calendar year; provided that contributions remaining after the last Exercise Date of the calendar year may be distributed to the Participating Employee at his election.

The purchase price at which Class A Common Stock will be purchased through the ESPP shall be 85% of the lesser of (i) the fair market value of the Class A Common Stock on the applicable Grant Date, and (ii) the fair market value of the Class A Common Stock on the applicable Exercise Date. Any option granted to a Participating Employee will be exercised automatically on each Exercise Date during the calendar year of the option's Grant Date in whole or in part such that the Participating Employee's accumulated contributions as of such Exercise Date, either through direct cash payment or payroll

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deduction, will be applied to the purchase of the maximum number of whole shares of Class A Common Stock that such contribution will permit at the applicable option price, limited to the number of shares available for purchase under the option.

Any option granted to a Participating Employee will expire on the last Exercise Date of the calendar year in which granted. However, if a Participating Employee withdraws from the ESPP or terminates employment prior to such Exercise Date, the option may expire earlier.

Upon termination of a Participating Employee's employment for any reason other than cause, death or leave of absence in excess of ninety days, such employee may, at his election, request the return of contributions not yet used to purchase Class A Common Stock or continue participation in the ESPP until the Exercise Date next following the date of termination of employment such that any unexpired option held will be exercised automatically on such Exercise Date. If a Participating Employee dies while employed by the Company or prior to the Exercise Date next following termination of employment, such employee's estate will have the right to elect to withdraw all contributions not yet used to purchase Class A Common Stock or to exercise the Participating Employee's option for the purchase of Class A Common Stock on the Exercise Date next following the date of such employee's death.

The Board of Directors of the Company may at any time amend, suspend or terminate the ESPP; provided, however, that the ESPP may not be amended to increase the maximum number of shares of Class A Common Stock for which options may be granted under the ESPP, other than in connection with a change in capitalization, without obtaining the approval of Sonic stockholders.

The ESPP is intended to meet the requirements of an "employee stock purchase plan" under Section 423 of the Code. No federal taxable income will be recognized by Participating Employees upon the grant of an option to purchase Class A Common Stock under the ESPP. In addition, a Participating Employee will not recognize federal taxable income on the exercise of an option granted under the ESPP.

If the Participating Employee holds shares of Class A Common Stock acquired upon the exercise of an option granted under the ESPP until a date that is more than two years from the grant date of the relevant option and one year from the date of option exercise (or dies while owning such shares), the employee must report as ordinary income in the year of disposition of the shares (or at death) the lesser of (a) the excess of the fair market value of the shares at the time of disposition (or death) over the option exercise price and (b) the excess of the fair market value of the shares on the date the relevant option was granted over the option exercise price. For this purpose, the option exercise price is 85% of the fair market value of the shares on the date the relevant option was

granted (assuming the shares are offered at a 15% discount). Any additional income is treated as long-term capital gain. If these holding period requirements are met, the Company is not entitled to any deduction for tax purposes. If the Participating Employee does not meet the holding period requirements, the employee recognizes at the time of disposition of the shares ordinary income equal to the difference between the price paid for the shares and the fair market value on the date of exercise, irrespective of the price at which the employee disposes of the shares, and an amount equal to such ordinary income is generally deductible by the Company. Any gain or loss realized on the disposition of the shares will generally be capital gain or loss; provided that any gain will be subject to reduced rates of tax if the shares were held for more than twelve months and will be subject to further reduced rates if the shares were held for more than eighteen months.

Because the ESPP is based on voluntary participation, benefits thereunder are not determinable.

The Company intends to register the shares underlying the ESPP as required by the federal securities laws. If such registration is not required, such shares may be issued upon option exercise in reliance upon the private offering exemption codified in Section 4(2) of the Securities Act. Resale of such shares may be permitted subject to the limitations of Rule 144.

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CERTAIN TRANSACTIONS

Registration Rights Agreement

As part of the Reorganization, the Company entered into a Registration Rights Agreement dated as of June 30, 1997 (the "Registration Rights Agreements") with Sonic Financial, Bruton Smith, Scott Smith and William S. Egan. Sonic Financial, Bruton Smith, Scott Smith and Egan Group, LLC, an assignee of Mr. Egan (the "Egan Group") currently are the owners of record of 4,440,625, 1,035,625, 478,125 and 295,625 shares of Class B Common Stock, respectively. Upon the registration of any of their shares or as otherwise provided in the Certificate, such shares will automatically be converted into a like number of shares of Class A Common Stock. Subject to certain limitations, the Registration Rights Agreements provide Sonic Financial, Bruton Smith, Scott Smith and the Egan Group with certain piggyback registration rights that permit them to have their shares of Common Stock, as selling security holders, included in any registration statement pertaining to the registration of Class A Common Stock for issuance by the Company or for resale by other selling security holders, with the exception of registration statements on Forms S-4 and S-8 relating to exchange offers (and certain other transactions) and employee stock compensation plans, respectively. These registration rights will be limited or restricted to the extent an underwriter of an offering, if an underwritten offering, or the Company's Board of Directors, if not an underwritten offering, determines that the amount to be registered by Sonic Financial, Bruton Smith, Scott Smith or the Egan Group would not permit the sale of Class A Common Stock in the quantity and at the price originally sought by the Company or the original selling security holders, as the case may be. The Registration Rights Agreement expires on the tenth anniversary of the closing of the Offering. Sonic Financial is controlled by the Company's Chairman and Chief Executive Officer, Bruton Smith.

The Smith Advance

In connection with the Fort Mill Acquisition, Mr. Smith advanced approximately \$3.5 million to the Company (the "Smith Advance"). The Smith Advance was used by the Company to pay a portion of the cash consideration for the Fort Mill Acquisition at closing. The Smith Advance is evidenced by a demand note bearing interest at the minimum statutory rate of 3.83% per annum. The Company anticipates seeking additional cash advances or credit support in the form of guarantees or collateral from Mr. Smith in order to meet cash payment obligations in the remaining Acquisitions which close prior to the consummation of the Offering. The Company intends to repay the principal of and interest on the Smith Advance and any similar future advances from Mr. Smith used to fund the Acquisitions from the proceeds of this Offering.

The Smith Guaranties and Pledges

Under the Six-Month Facility, Bruton Smith has guaranteed the obligations of the Company and secured his guarantee with a pledge of shares of common stock of Speedway Motorsports, Inc. owned directly by him. Under the Revolving Facility, Mr. Smith guaranteed the obligations of the Company and such obligations are further secured with a pledge of shares of common stock of Speedway Motorsports, Inc. owned directly or indirectly by him. Mr. Smith has pledged securities having an estimated value of approximately \$40.0 million to secure the Six-Month Facility (the "Six-Month Pledge"). Should NationsBank foreclose on the Six-Month Pledge, the Company is under no obligation to repay or reimburse Mr. Smith. Mr. Smith pledged securities indirectly owned by him having an estimated value of approximately \$50.0 million to secure the Initial Loan Commitment under the Revolving Facility (the "Revolving Pledge"). If net proceeds of the Offering to the Company are \$70 million or greater, the Revolving Pledge will be released pursuant to the terms of the Revolving Facility. If net proceeds of the Offering to the Company are less than \$70 million, Sonic Financial, a company controlled by Mr. Smith, will be required to provide continued credit support for the Revolving Facility in the form of a pledge of securities owned by Sonic Financial equal in value to three times the amount of the shortfall between \$70 million and the actual net proceeds of the Offering to the Company. The Company will be under no obligation to repay or reimburse Mr. Smith or Sonic Financial if Ford Motor Credit forecloses on the Revolving Pledge. For further discussion of these lending arrangements, see

"Management's Discussion and Analysis of Financial Condition and Results of Operations -- Liquidity and Capital Resources."

Certain Dealership Leases

Certain of the properties leased by the Company's dealership subsidiaries are owned by officers, directors or holders of 5% or more of the Common Stock of the Company or their affiliates. These leases contain terms comparable to, or more favorable to the Company than, terms that would be obtained from unaffiliated third parties. Town & Country Ford operates at facilities leased from STC Properties, a North Carolina joint venture ("STC"). Town & Country Ford maintains a 5% undivided interest in STC and Sonic Financial owns the remaining 95% of STC. The STC lease on the Town & Country Ford facilities will expire in October 2000. Annual payments under the STC lease were \$510,085 for each of 1994, 1995 and 1996. Current minimum rent payments are \$409,000 annually (\$34,083 monthly) through 1999, and will be decreased to \$340,833

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in 2000, such rents being below market. When this lease expires, the Company anticipates obtaining a long-term lease on the Town & Country Ford facility at fair market rent.

Lone Star Ford operates, in part, at facilities leased from Viking Investments Associates, a Texas association ("Viking"), which is controlled by Mr. Bruton Smith. The Viking lease on the Lone Star Ford property expires in 2005. Annual payments under the Viking lease were \$351,420, \$331,302 and \$360,000 for 1994, 1995 and 1996, respectively. Minimum annual rents under this lease are \$360,000 (\$30,000 monthly), such amount being below market. When this lease expires, the Company anticipates obtaining a long-term lease on the Lone Star Ford facility at fair market rent.

The dealership leases discussed below will be executed and effective as of the consummation of the Acquisitions. The terms of these leases are comparable to terms that would be obtained from unaffiliated third parties because they were negotiated at arms-length before the lessors became affiliated with the Company.

KIA of Chattanooga operates at facilities leased from KIA Land Development, a company in which Nelson Bowers, the Company's Executive Vice President, maintains an ownership interest. The Company negotiated this lease in connection with the Bowers Acquisition. This triple net lease expires in 2007 and the monthly rent will be \$11,070 per month. The Company may renew this lease at its option for two additional five year terms. At each renewal, the lessor may adjust lease rents to reflect fair market rents for the property.

European Motors operates at its Chattanooga facilities under a triple net lease from Mr. Bowers. The Company negotiated this lease in connection with the Bowers Acquisition. The European Motors lease expires in 2007 and provides for monthly rent of \$16,846. This lease also provides for renewals on terms identical to the KIA of Chattanooga lease.

Jaguar of Chattanooga operates at facilities leased from JAG Properties, a company in which Mr. Bowers maintains an ownership interest. The Company negotiated this lease in connection with the Bowers Acquisition. This triple net lease expires in 2017 and provides for monthly rent of \$22,010. The Company may renew this lease on terms identical to the KIA of Chattanooga renewal options.

Cleveland Chrysler-Plymouth-Jeep-Eagle leases its facilities from Cleveland Properties LLC, a limited liability company in which Mr. Bowers maintains an ownership interest. The Company negotiated this lease in connection with the Bowers Acquisition. This triple net lease expires in 2011, provides for monthly rent of \$14,000 and may be renewed on terms identical to the KIA of Chattanooga lease.

Cleveland Village Imports operates at facilities leased from Nelson Bowers and another individual. Nelson Bowers, the Company's President and a director, owns a 75% undivided interest in the land and buildings leased by Cleveland Village Imports, with the remaining interests owned by an unrelated party. Such land and buildings are leased under two leases: one is a triple net fixed lease expiring on December 31, 1997 with rent of \$8,000 per month and the other, pertaining to a used car lot, is a month-to-month lease with rent of \$3,000 per month. In connection with the Bowers Acquisition, the lessors have agreed to allow the expiration of these leases in October 1997, and to replace them with a triple net lease at a negotiated rental rate for a 15-year initial term and two five-year renewals at the option of the Company.

Dyer Volvo operates at facilities leased from D&R Investments, an entity in which Richard Dyer, the Company's Executive Manager for Dyer Volvo, maintains an ownership interest. This triple net lease, negotiated by the Company in connection with the Dyer Acquisition, expires in 2009 and provides for monthly rent of \$50,000. The Dyer Volvo lease also provides the Company with two optional renewals of five years each with rent at each renewal being adjusted to fair market rent.

Ken Marks Ford ("KMF") operates at facilities leased from Marks Holding Company, a corporation that is owned by Ken Marks, the Company's Regional Vice President-Florida. In connection with the Ken Marks Acquisition, the lessor has agreed to enter into a triple net lease with the Company as lessee at a negotiated rental rate of \$95,000 per month for an initial term expiring 2007 with two five-year renewals at the option of the Company.

Chartown Transactions

Chartown is a general partnership engaged in real estate development and management. Before the Reorganization, Town & Country Ford maintained a 49% partnership interest in Chartown with the remaining 51% held by SMDA Properties, LLC, a North Carolina limited liability company ("SMDA"). Mr. Smith owns an 80% direct membership interest in SMDA with the remaining 20% owned indirectly

through Sonic Financial. In addition, Sonic Financial also held a demand promissory note for approximately \$1.6 million issued by Chartown (the "Chartown Note"), which was uncollectible due to insufficient funds. As part of the Reorganization, the Chartown Note was canceled and Town & Country Ford transferred its partnership interest in Chartown to Sonic Financial for nominal consideration. In connection with that transfer, Sonic Financial

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agreed to indemnify Town & Country Ford for any and all obligations and liabilities, whether known or unknown, relating to Chartown and Town & Country Ford's ownership thereof.

The Bowers Volvo Note

In connection with Volvo's approval of the Company's acquisition of a Volvo franchise in the Bowers Acquisition, Volvo, among other things, conditioned its approval upon Nelson Bowers, the Company's Executive Vice President and a director nominee, acquiring and maintaining a 20% interest in the Company's Sonic Automotive of Chattanooga, LLC ("Chattanooga Volvo") subsidiary that will operate the Volvo franchise. Mr. Bowers will finance all of the purchase price for this 20% interest by issuing a promissory note (the "Bowers Volvo Note") in favor of Sonic Automotive of Nevada, Inc. ("Sonic Nevada"), the wholly-owned subsidiary of the Company that controls a majority interest in Chattanooga Volvo. The Bowers Volvo Note will be secured by Mr. Bowers' interest in Chattanooga Volvo.

The Bowers Volvo Note will be in a principal amount of \$900,000 (subject to adjustment following the closing of the Bowers Acquisition) and bear interest at the lowest applicable federal rate as published by the U.S. Treasury Department in effect on the date Mr. Bowers purchases his interest in Chattanooga Volvo. Accrued interest will be payable annually. The operating agreement of Chattanooga Volvo will provide that profits and distributions are to be allocated first to Mr. Bowers to the extent of interest to be paid on the Bowers Volvo Note and next to the other members of Chattanooga Volvo according to their percentages of ownership. No other profits or any losses of Chattanooga Volvo will be allocated to Mr. Bowers under this arrangement. Mr. Bowers' interest in Chattanooga Volvo will be redeemed and the Bowers Volvo Note will be due and payable in full when Volvo no longer requires Mr. Bowers to maintain his interest in Chattanooga Volvo.

Other Transactions

During each of the three years ended December 31, 1996, Town & Country Ford paid \$48,000 to Sonic Financial as a management fee. Sonic Financial's services to Town & Country Ford have included performance of the following functions, among others: maintenance of lender and creditor relationships; tax planning; preparation of tax returns and representation in tax examinations; record maintenance; internal audits and special audits; assistance to independent public accountants; and litigation support to company counsel. Payments of fees to and receipt of services from Sonic Financial ceased before the Reorganization. Since that time, the Company has been providing these services for itself and its subsidiaries, including Town and Country Ford.

Beginning in early 1997, certain of the Sonic Dealerships have entered into arrangements to sell to their customers credit life insurance policies underwritten by American Heritage Life Insurance Company, an insurer unaffiliated with Sonic ("American Heritage"). American Heritage in turn reinsures all of these policies with Provident American Insurance Company, a Texas insurance company ("Provident American"). Under these arrangements, the Sonic Dealerships paid an aggregate of \$140,000 to American Heritage in premiums for these policies since January 1, 1997. The Company anticipates terminating this arrangement with American Heritage by 1998. Provident American is a wholly-owned subsidiary of Sonic Financial.

Town & Country Ford and Lone Star Ford have each made several non-interest bearing advances to Sonic Financial. As of June 30, 1997, Town & Country Ford had made approximately \$2.1 million of such advances. In preparation for the Reorganization, a demand promissory note by Sonic Financial evidencing certain of Town & Country Ford's advances in the amount of \$1.6 million was canceled in exchange for the redemption of certain shares of the capital stock of Town & Country Ford held by Sonic Financial. As of June 30, 1997, Lone Star Ford had made approximately \$0.5 million of advances to Sonic Financial. In preparation for the Reorganization, a demand promissory note by Sonic Financial evidencing certain of Lone Star Ford's advances in the amount of \$363,000 was canceled pursuant to a dividend. At years ended December 31, 1996, 1995 and 1994, the aggregate balances of such advances due from Sonic Financial were approximately \$2.5 million, \$0 and \$0, respectively.

Certain subsidiaries of the Company (such subsidiaries together with the Company and Sonic Financial being hereinafter referred to as the "Sonic Group") have joined with Sonic Financial in filing consolidated federal income tax returns for several years. Such subsidiaries will join with Sonic Financial in filing for 1996 and for the period ending on June 30, 1997. Under applicable federal tax law, each corporation included in Sonic Financial's consolidated return is jointly and severally liable for any resultant tax. Under a tax allocation agreement dated as of June 30, 1997, however, the Company agreed to pay to Sonic Financial, in the event that additional federal income tax is determined to be due, an amount equal to the Company's separate federal income tax liability computed for all periods in which any member of the Sonic Group has been a member of Sonic Financial's consolidated group less amounts previously recorded by the Company. Also pursuant to such agreement, Sonic Financial agreed to indemnify the Company for any additional amount determined to be due from Sonic Financial's consolidated group in excess of the federal

agreement establishes procedures with respect to tax adjustments, tax claims, tax refunds, tax credits and other tax attributes relating to periods ending prior to the time that the Sonic Group shall leave Sonic Financial's consolidated group.

The Company acquired the Sonic Dealerships in the Reorganization pursuant to four separate stock subscription agreements (the "Subscription Agreements"). The Subscription Agreements provide for the acquisition of 100% of the capital stock or membership interests, as the case may be, of each of the Sonic Dealerships from Sonic Financial, Mr. Smith, the Egan Group (an assignee of Mr. Egan) and Bryan Scott Smith in exchange for certain amounts of the Company's issued and outstanding Class B Common Stock. See "Principal Stockholders."

For additional information concerning related party transactions of the Company, see Note (7) to the Combined and Consolidated Financial Statements of Sonic and for the businesses being acquired in the Acquisitions, see "The Acquisitions" and the notes to the historical financial statements for each respective business acquired included in this Prospectus.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information regarding the beneficial ownership of the Company's Common Stock as of October 10, 1997 by (i) each stockholder who is known by the Company to own beneficially more than five percent of the outstanding Common Stock, (ii) each director of the Company, (iii) each executive officer of the Company, and (iv) all directors and executive officers of the Company as a group, and as adjusted to reflect the sale by the Company of the shares of Class A Common Stock in this Offering. Prior to this Offering, no shares of Class A Common Stock were issued and outstanding. However, options to acquire 587,509 shares of Class A Common Stock will be issued on or before the closing of the Offering to certain of the Company's officers and employees, and the Dyer Warrant will be issued upon the closing of the Dyer Acquisition. Holders of Class A Common Stock are entitled to one vote per share on all matters submitted to a vote of the stockholders of the Company. Holders of Class B Common Stock are entitled to ten votes per share on all matters submitted to a vote of the stockholders, except that the Class B Common Stock is entitled to only one vote per share with respect to any transaction proposed or approved by the Board of Directors of the Company or proposed by all the holders of the Class B Common Stock or as to which any member of the Smith Group or any affiliate thereof has a material financial interest other than as a then existing stockholder of the Company constituting a (a) "going private" transaction (as defined herein), (b) disposition of substantially all of the Company's assets, (c) transfer resulting in a change in the nature of the Company's business, or (d) merger or consolidation in which current holders of Common Stock would own less than 50% of the Common Stock following such transaction. In the event of any transfer outside of the Smith Group or the Smith Group holds less than 15% of the total number of shares of Common Stock outstanding, such transferred shares or all shares, respectively, of Class B Common Stock will automatically convert into an equal number of shares of Class A Common Stock. See "Description of Capital Stock."

<TABLE>

<CAPTION>

Percentage of all

Outstanding

Common Stock

		Number of Shares	Number of Shares	-----
		of Class A Common	of Class B Common	
Before	After	Stock Owned	Stock Owned	
Name (1)	Offering (2)			
-----	-----	-----	-----	---
<S>		<C>	<C>	<C>
<C>				
O. Bruton Smith (3) (4)	87.6% 48.7%	--	5,476,250	
Sonic Financial Corporation (3)	71.1% 39.5%	--	4,440,625	
Bryan Scott Smith (3) (5)	7.7% 4.3%	--	478,125	
William R. Brooks (3)	--	--	--	--
Theodore M. Wright (3) (5)	--	--	--	--
Nelson E. Bowers, II (3) (5)	--	--	--	--
All directors and executive officers as a group (10 persons)	52.9%	--	5,954,375	95.27%

</TABLE>

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- (1) Unless otherwise noted, each person has sole voting and investment power over the shares listed opposite his name subject to community property laws where applicable.
- (2) The percentages of total voting power would be as follows: Bruton Smith, 81.1%; Sonic Financial, 65.8%; Scott Smith, 7.1%; William Brooks, less than 1%; Theodore Wright, less than 1%; Nelson E. Bowers, II, less than 1%; and all directors and executive officers as a group, 88.2%. Assumes the Underwriters' over-allotment option is not exercised.
- (3) The address of such person is care of the Company at 5401 East Independence Boulevard, Charlotte, North Carolina 28218.
- (4) The shares of Common Stock shown as owned by such person or group include all of the shares owned by Sonic Financial as indicated elsewhere in the table. Mr. Smith owns the substantial majority of Sonic Financial's outstanding capital stock.
- (5) Does not give effect to options granted under the Company's Stock Option Plan to purchase shares of Class A Common Stock at the public offering price since none of such options become exercisable prior to October 1998. See "Management -- Stock Option Plan."

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DESCRIPTION OF CAPITAL STOCK

The Company's authorized capital stock consists of (i) 50,000,000 shares of Class A Common Stock, \$.01 par value, (ii) 15,000,000 shares of Class B Common Stock, \$.01 par value, and (iii) 3,000,000 shares of Preferred Stock, \$.10 par value. Upon completion of this Offering, the Company will have 5,000,000 outstanding shares of Class A Common Stock and 6,250,000 outstanding shares of Class B Common Stock and no outstanding shares of preferred stock (assuming the Underwriters' over-allotment option is not exercised).

The following summary description of the Company's capital stock does not purport to be complete and is qualified in its entirety by reference to the Company's Certificate, which is filed as an exhibit to the Registration Statement of which this Prospectus forms a part, and Delaware Law. Reference is made to such exhibit and Delaware Law for a detailed description of the provisions thereof summarized below.

Common Stock

The Company's Class A Common Stock and Class B Common Stock are equal in all respects except for voting rights, conversion rights of the Class B Common Stock and as required by law, as discussed more fully below.

Voting Rights; Conversion of Class B Common Stock to Class A Common Stock

The voting powers, preferences and relative rights of the Class A Common Stock and the Class B Common Stock are subject to the following provisions. Holders of Class A Common Stock have one vote per share on all matters submitted to a vote of the stockholders of the Company. Holders of Class B Common Stock are entitled to ten votes per share except as described below. Holders of all classes of Common Stock entitled to vote will vote together as a single class on all matters presented to the stockholders for their vote or approval except as otherwise required by Delaware Law. There is no cumulative voting with respect to the election of directors. In the event any shares of Class B Common Stock held by a member of the Smith Group (as defined below) are transferred outside of the Smith Group, such shares will automatically be converted into shares of Class A Common Stock. In addition, if the total number of shares of Common Stock held by members of the Smith Group is less than 15% of the total number of shares of Common Stock outstanding, all of the outstanding shares of Class B Common Stock automatically will be reclassified as Class A Common Stock. In any merger, consolidation or business combination, the consideration to be received per share by holders of Class A Common Stock must be identical to that received by holders of Class B Common Stock, except that in any such transaction in which shares of common stock are distributed, such shares may differ as to voting rights to the extent that voting rights now differ between the classes of Common Stock.

Notwithstanding the foregoing, the holders of Class A Common Stock and Class B Common Stock vote as a single class, with each share of each class entitled to one vote per share, with respect to any transaction proposed or approved by the Board of Directors of the Company or proposed by or on behalf of holders of the Class B Common Stock or as to which any member of the Smith Group or any affiliate thereof has a material financial interest other than as a then existing stockholder of the Company constituting a (a) "going private" transaction, (b) sale or other disposition of all or substantially all of the Company's assets, (c) sale or transfer which would cause the nature of the Company's business to be no longer primarily oriented toward automobile dealership operations and related activities or (d) merger or consolidation of the Company in which the holders of the Common Stock will own less than 50% of the Common Stock following such transaction. A "going private" transaction is defined as any "Rule 13e-3 Transaction," as such term is defined in Rule 13e-3 promulgated under the Securities Exchange Act of 1934. An "affiliate" is defined as (i) any individual or entity who or that, directly or indirectly, controls, is controlled by, or is under common control with any member of the Smith Group, (ii) any corporation or organization (other than the Company or a majority-owned subsidiary of the Company) of which any member of the Smith Group is an officer partner or is, directly or indirectly, the beneficial owner of 10% or more of any class of voting securities, or in which any member of the Smith Group has a substantial beneficial interest, (iii) a voting trust or similar arrangement pursuant to which any member of the Smith Group generally controls the vote of the shares of Common Stock held by or subject to such trust or arrangement, (iv) any other trust or estate in which any member of the Smith Group has a

substantial beneficial interest or as to which any member of the Smith Group serves as trustee or in a similar fiduciary capacity, or (v) any relative or spouse of any member of the Smith Group or any relative of such spouse, who has the same residence as any member of the Smith Group.

As used in this Prospectus, the term the "Smith Group" consists of the following persons: (i) Mr. Smith and his guardian, conservator, committee, or attorney-in-fact; (ii) William S. Egan and his guardian, conservator, committee, or attorney-in-fact; (iii) each lineal descendant of Messrs. Smith and Egan (a "Descendant") and their respective guardians, conservators,

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committees or attorneys-in-fact; and (iv) each "Family Controlled Entity" (as defined below). The term "Family Controlled Entity" means (i) any not-for-profit corporation if at least 80% of its board of directors is composed of Mr. Smith, Mr. Egan and/or Descendants; (ii) any other corporation if at least 80% of the value of its outstanding equity is owned by members of the Smith Group; (iii) any partnership if at least 80% of the value of the partnership interests are owned by members of the Smith Group; and (iv) any limited liability or similar company if at least 80% of the value of the company is owned by members of the Smith Group. For a discussion of the effects of the disproportionate voting rights of the Common Stock, see "Risk Factors -- Concentration of Voting Power and Antitakeover Provisions."

Under the Company's Certificate and Delaware Law, the holders of Class A Common Stock and/or Class B Common Stock are each entitled to vote as a separate class, as applicable, with respect to any amendment to the Company's Certificate that would increase or decrease the aggregate number of authorized shares of such class, increase or decrease the par value of the shares of such class, or modify or change the powers, preferences or special rights of the shares of such class so as to affect such class adversely.

Dividends

Holders of the Class A Common Stock and the Class B Common Stock are entitled to receive ratably such dividends, if any, as are declared by the Company's Board of Directors out of funds legally available for that purpose, provided, that dividends paid in shares of Class A Common Stock or Class B Common Stock shall be paid only as follows: shares of Class A Common Stock shall be paid only to holders of Class A Common Stock and shares of Class B Common Stock shall be paid only to holders of Class B Common Stock. The Company's Certificate provides that if there is any dividend, subdivision, combination or reclassification of either class of Common Stock, a proportionate dividend, subdivision, combination or reclassification of the other class of Common Stock shall simultaneously be made.

Other Rights

Stockholders of the Company have no preemptive or other rights to subscribe for additional shares. In the event of the liquidation, dissolution or winding up of the Company, holders of Class A Common Stock and Class B Common Stock are entitled to share ratably in all assets available for distribution to holders of Common Stock after payment in full of creditors. No shares of any class of Common Stock are subject to a redemption or a sinking fund. All outstanding shares of Common Stock are, and all shares offered by this Prospectus will be, when sold, validly issued, fully paid and nonassessable.

Transfer Agent and Registrar

The Company has appointed First Union National Bank as the transfer agent and registrar for the Class A Common Stock. The Company has not appointed a transfer agent for the Class B Common Stock.

Preferred Stock

No shares of preferred stock are outstanding. The Company's Certificate authorizes the Board of Directors to issue up to 3,000,000 shares of preferred stock in one or more series and to establish such designations and such relative voting, dividend, liquidation, conversion and other rights, preferences and limitations as the Board of Directors may determine without further approval of the stockholders of the Company. The issuance of preferred stock by the Board of Directors could, among other things, adversely affect the voting power of the holders of Class A Common Stock and, under certain circumstances, make it more difficult for a person or group to gain control of the Company. See "Risk Factors -- Concentration of Voting Power and Anti-takeover Provisions."

The issuance of any series of preferred stock, and the relative designations, rights, preferences and limitations of such series, if and when established, will depend upon, among other things, the future capital needs of the Company, the then-existing market conditions and other factors that, in the judgment of the Board of Directors, might warrant the issuance of preferred stock. At the date of this Prospectus, there are no plans, agreements or understandings for the issuance of any shares of preferred stock. Delaware Law, Certain Charter and Bylaw Provisions and Certain Franchise Agreement Provisions

Certain provisions of Delaware Law and of the Company's Certificate and Bylaws, summarized in the following paragraphs, may be considered to have an antitakeover effect and may delay, deter or prevent a tender offer, proxy contest or other takeover attempt that a stockholder might consider to be in such stockholder's best interest, including such an attempt as might result in payment of a premium over the market price for shares held by stockholders.

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Delaware Antitakeover Law. The Company, a Delaware corporation, is subject to the provisions of Delaware Law, including Section 203. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business

combination" with an "interested stockholder" for a period of three years after the date of the transaction in which such person became an interested stockholder unless: (i) prior to such date, the Board of Directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; or (ii) upon becoming an interested stockholder, the stockholder then owned at least 85% of the voting stock, as defined in Section 203; or (iii) subsequent to such date, the business combination is approved by both the Board of Directors and by holders of at least 66 2/3% of the corporation's outstanding voting stock, excluding shares owned by the interested stockholder. For these purposes, the term "business combination" includes mergers, asset sales and other similar transactions with an "interested stockholder." An "interested stockholder" is a person who, together with affiliates and associates, owns (or, within the prior three years, did own) 15% or more of the corporation's voting stock. Although Section 203 permits a corporation to elect not to be governed by its provisions, the Company to date has not made this election.

Classified Board of Directors. The Company's Bylaws provide for the Board of Directors to be divided into three classes of directors serving staggered three-year terms. As a result, approximately one-third of the Board of Directors will be elected each year. Classification of the Board of Directors expands the time required to change the composition of a majority of directors and may tend to discourage a takeover bid for the Company. Moreover, under Delaware Law, in the case of a corporation having a classified board of directors, the stockholders may remove a director only for cause. This provision, when coupled with the provision of the Bylaws authorizing only the board of directors to fill vacant directorships, will preclude stockholders of the Company from removing incumbent directors without cause, simultaneously gaining control of the Board of Directors by filing the vacancies with their own nominees. See "Management -- Executive Officers and Directors; Key Personnel."

Special Meetings of Stockholders. The Company's Bylaws provide that special meetings of stockholders may be called only by the Chairman or by the Secretary or any Assistant Secretary at the request in writing of a majority of the Board of Directors of the Company. The Company's Bylaws also provide that no action required to be taken or that may be taken at any annual or special meeting of stockholders may be taken without a meeting; the powers of stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied. These provisions may make it more difficult for stockholders to take action opposed by the Board of Directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. The Company's Bylaws provide that stockholders seeking to bring business before an annual meeting of stockholders, or to nominate candidates for election as directors at an annual or a special meeting of stockholders, must provide timely notice thereof in writing. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive office of the Company, (i) in the case of an annual meeting that is called for a date that is within 30 days before or after the anniversary date of the immediately preceding annual meeting of stockholders, not less than 60 days nor more than 90 days prior to such anniversary date, and, (ii) in the case of an annual meeting that is called for a date that is not within 30 days before or after the anniversary date of the immediately preceding annual meeting, or in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth day following the day on which notice of the date of the meeting was mailed or public disclosure of the date of the meeting was made, whichever occurs first. The Bylaws also specify certain requirements for a stockholder's notice to be in proper written form. These provisions may preclude some stockholders from bringing matters before the stockholders at an annual or special meeting or from making nominations for directors at an annual or special meeting.

Conflict of Interest Procedures. The Company's Certificate contains provisions providing that transactions between the Company and its affiliates must be no less favorable to the Company than would be available in transactions involving arms'-length dealing with unrelated third parties. Moreover, any such transaction involving aggregate payments in excess of \$500,000 must be approved by a majority of the Company's directors and a majority of the Company's independent directors. Otherwise, the Company must obtain an opinion as to the financial fairness of the transactions to be issued by an investment banking or appraisal firm of national standing.

Restrictions under Franchise Agreements. The Company's franchise agreements impose restrictions on the transfer of the Common Stock. A number of Manufacturers prohibit transactions which affect changes in management control of the Company. For instance, Ford may cause the Company to sell or resign from its Ford franchises if any person or entity acquires 15% or more of the Company's voting securities. Likewise, General Motors, Toyota and Infiniti may force the sale of their respective franchises if 20% or more of the Company's voting securities are so acquired. Honda may force the sale of the Company's Honda franchise if any person or entity, other than members of the Smith Group, acquires 5% of the Common

Stock (10% if such entity is an institutional investor), and Honda deems such person or entity to be unsatisfactory. Volkswagen has approved of the public sale of only 25% of the voting control of the Company and requires prior approval of any change in control or management of the Company that would affect the Company's control or management of its Volkswagen franchisee subsidiaries. Chrysler also has approved of the public sale of only 50% of the Common Stock

and requires prior approval of any future sales that would result in a change in voting or managerial control of the Company. Such restrictions may prevent or deter prospective acquirers from obtaining control of the Company. See "Risk Factors -- Stock Ownership/Issuance Limits; Limitation on Ability to Issue Additional Equity" and "Business -- Relationships with Manufacturers."

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SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this Offering, the Company will have outstanding 5,000,000 shares of Class A Common Stock (assuming no exercise of the Underwriters' over-allotment option). All of such shares will be freely transferable and may be resold without further registration under the Securities Act, except for any shares purchased by an "affiliate" of the Company (as defined by Rule 144), which shares will be subject to the resale limitations of Rule 144. The 6,250,000 shares (the "Restricted Shares") of Class B Common Stock outstanding, which are convertible into Class A Common Stock, are "restricted" securities within the meaning of Rule 144 irrespective of whether the conversion right is exercised. The 629,696 shares of Class A Common Stock, which underlie options to be granted on or before the closing of the Offering under the Company's Stock Option Plan and the Dyer Warrant, may be resold only pursuant to a registration statement under the Securities Act or an applicable exemption from registration thereunder such as an exemption provided by Rule 144.

In general, under Rule 144 as currently in effect, a person (or persons whose shares are aggregated) who has beneficially owned "restricted securities" for at least one year may, under certain circumstances, resell within any three-month period, such number of shares as does not exceed the greater of one percent of the then-outstanding shares of Class A Common Stock or the average weekly trading volume of Class A Common Stock during the four calendar weeks prior to such resale. Rule 144 also permits, under certain circumstances, the resale of shares without any quantity limitation by a person who has satisfied a two-year holding period and who is not, and has not been for the preceding three months, an affiliate of the Company. In addition, holding periods of successive non-affiliate owners are aggregated for purposes of determining compliance with these one- and two-year holding period requirements.

Upon completion of this Offering, none of the 6,250,000 shares of Class B Common Stock outstanding on the date of this Prospectus will have been held for at least one year. Since all such shares are restricted securities, none of them may be resold pursuant to Rule 144 upon completion of this Offering. Any transfer of shares of the Class B Common Stock to any person other than a member of the Smith Group will result in a conversion of such shares to Class A Common Stock.

The Restricted Shares will not be eligible for sale under Rule 144 until the expiration of the one-year holding period from the date such Restricted Shares were acquired.

The availability of shares for sale or actual sales under Rule 144 and the perception that such shares may be sold may have a material adverse effect on the market price of the Class A Common Stock. Sales under Rule 144 also could impair the Company's ability to market additional equity securities.

Additionally, the Company has entered into the Registration Rights Agreement with Sonic Financial, Bruton Smith, Scott Smith and William Egan. The Registration Rights Agreement provides piggyback registration rights with respect to 6,250,000 shares of Common Stock in the aggregate. For further information regarding the Registration Rights Agreement, see "Certain Transactions -- Registration Rights Agreements."

The Company, all of the executive officers of the Company and the holders of Class B Common Stock have agreed, subject to certain exceptions, not, directly or indirectly, to (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option to purchase, right or warrant to purchase, or otherwise transfer or dispose of any Class A Common Stock or securities convertible into or exchangeable or exercisable for Class A Common Stock, including shares of Class B Common Stock, or file a registration statement under the Securities Act with respect to the foregoing, or (ii) enter into any swap or other agreement or transaction that transfers, in whole or part, directly or indirectly, the economic consequences of ownership of the Class A Common Stock, whether any such swap or transaction described above is to be settled by delivery of Class A Common Stock or such other securities, in cash or otherwise, for 180 days from the date of this Prospectus without the prior written consent of Merrill Lynch; provided that the Company may sell shares of Class A Common Stock to a third party as consideration for the Company's acquisition from such third party of an automobile dealership, so long as such third party executes a lock up agreement on substantially the same terms described above for a period expiring 180 days after the date of this Prospectus.

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CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS FOR NON-UNITED STATES HOLDERS

The following is a general discussion of certain United States federal income and estate tax considerations with respect to the ownership and disposition of Class A Common Stock applicable to Non-U.S. Holders. In general, a "Non-U.S. Holder" is any holder other than (i) a citizen or resident of the United States, (ii) a corporation or partnership created or organized in the United States or under the laws of the United States or of any state (other than any partnership treated as foreign under U.S. Treasury regulations), or (iii) an estate or trust, the income of which is includable in gross income for United

States federal income tax purposes regardless of its source. This discussion is based on current law, which is subject to change (possibly with retroactive effect), and is for general information only. This discussion does not address aspects of United States federal taxation other than income and estate taxation and does not address all aspects of income and estate taxation or any aspects of state, local or non-United States taxes, nor does it consider any specific facts or circumstances that may apply to a particular Non-U.S. Holder (including certain U.S. expatriates), and including the fact that in the case of a Non-U.S. Holder that is a partnership, the U.S. tax consequences of holding and disposing of shares of Common Stock may be affected by certain determinations made at the partner level. This discussion also does not consider the tax consequences to any person who is a shareholder, partner or beneficiary of a holder of Common Stock. ACCORDINGLY, PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE UNITED STATES FEDERAL, STATE, LOCAL AND NON-UNITED STATES INCOME AND OTHER TAX CONSIDERATIONS OF HOLDING AND DISPOSING OF SHARES OF CLASS A COMMON STOCK.

An individual may, subject to certain exceptions, be deemed to be a resident alien (as opposed to a non-resident alien) by virtue of being present in the United States for at least 31 days in the calendar year and for an aggregate of at least 183 days during a three year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year). Resident aliens are subject to U.S. federal income tax as if they were U.S. citizens.

Dividends

In general, dividends paid to a Non-U.S. Holder will be subject to United States withholding tax at a 30% rate of the gross amount (or a lower rate prescribed by an applicable income tax treaty) unless the dividends are either (i) effectively connected with a trade or business carried on by the Non-U.S. Holder within the United States, or (ii) if certain income tax treaties apply, attributable to a permanent establishment in the United States maintained by the Non-U.S. Holder. Dividends effectively connected with such a United States trade or business or attributable to such a United States permanent establishment generally will not be subject to United States withholding tax if the Non-U.S. Holder files certain forms, including Internal Revenue Service Form 4224, with the payor of the dividend, and generally will be subject to United States federal income tax on a net income basis, in the same manner as if the Non-U.S. Holder were a resident of the United States. A Non-U.S. Holder that is a corporation may be subject to an additional branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the repatriation from the United States of its "effectively connected earnings and profits," subject to certain adjustments. To determine the applicability of a tax treaty providing for a lower rate of withholding, dividends paid to an address in a foreign country are presumed under current Treasury regulations to be paid to a resident of that country absent knowledge to the contrary. Recently finalized Treasury regulations (the "Final Regulations"), which are to be effective for payments made after December 31, 1998, however, generally would require Non-U.S. Holders to file an I.R.S. Form W-8 to obtain the benefit of any applicable tax treaty providing for a lower rate of withholding tax on dividends. In addition, under the Final Regulations, in the case of Common Stock held by a foreign partnership, (i) the certification requirements would generally be applied to each partner, and (ii) the partnership would be required to provide certain information, including a U.S. taxpayer identification number. A look through rule will apply in the case of tiered partnerships. A Non-U.S. Holder that is eligible for a reduced rate of U.S. withholding tax pursuant to a tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the Internal Revenue Service.

Gain on Sale or Other Disposition of Class A Common Stock

In general, a Non-U.S. Holder will not be subject to United States federal income tax on any gain realized upon the sale or other disposition of such holder's shares of Class A Common Stock unless (i) the gain either is effective connected with a trade or business carried on by the non-U.S. Holder within the United States or, if certain income tax treaties apply, is attributable to a permanent establishment in the United States maintained by the Non-U.S. Holder (and, in either case, the branch profits tax discussed above may also apply if the Non-U.S. Holder is a corporation); (ii) the Non-U.S. Holder is an individual who holds shares of Class A Common Stock as a capital asset and is present in the United States for 183 days or

more in the taxable year of disposition, and either (a) such individual has a "tax home" (as defined for United States federal income tax purposes) in the United States (unless the gain from the disposition is attributable to an office or other fixed place of business maintained by such Non-U.S. Holder in a foreign country and such gain has been subject to a foreign income tax equal to at least 10% of the gain derived from such disposition), or (b) the gain is attributable to an office or other fixed place of business maintained by such individual in the United States; or (iii) the Company is or has been a United States real property holding corporation (a "USRPHC") for United States federal income tax purposes (which the Company does not believe that it is or is likely to become) at any time within the shorter of the five year period preceding such disposition or such Non-U.S. Holder's holding period. If the Company were or were to become a USRPHC at any time during this period, gains realized upon a disposition of Class A Common Stock by a Non-U.S. Holder which did not directly or indirectly own more than 5% of the Class A Common Stock during this period

generally would not be subject to United States federal income tax, provided that the Class A Common Stock is regularly traded on an established securities market.

Estate Tax

Class A Common Stock owned or treated as owned by an individual who is not a citizen or resident (as defined for United States federal estate tax purposes) of the United States at the time of death will be includable in the individual's gross estate for United States federal estate tax purposes unless an applicable estate tax treaty provides otherwise, and therefore may be subject to United States federal estate tax.

Backup Withholding, Information Reporting and Other Reporting Requirements

The Company must report annually to the Internal Revenue Service and to each Non-U.S. Holder the amount of dividends paid to, and the tax withheld with respect to, each Non-U.S. Holder. These reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of this information also may be made available under the provisions of a specific treaty or agreement with the tax authorities in the country in which the Non-U.S. Holder resides or is established.

Under certain circumstances, the IRS requires additional information reporting and "backup withholding" at a rate of 31% with respect to certain payments on Common Stock. Non-U.S. Holders of Common Stock generally would be exempt from these IRS information reporting requirements and backup withholding with respect to dividends payable on Common Stock.

Under the Final Regulations (which are to be effective for payments made after December 31, 1998) as a general matter, a withholding agent (whether U.S. or foreign) must ascertain whether the payee is a U.S. or foreign person. Determinations of payee status are generally made at each level of the chain of payment, until, ultimately, the payment is made to the beneficial owner. In the case of dividends and gross proceeds from publicly traded stocks, special rules address the treatment of payments to foreign intermediaries (nominees, agents, etc.) which govern when and how intermediaries can certify as to payee status on behalf of a beneficial owner. If, under the Final Regulations, the withholding agent must treat the payee as a foreign person, the withholding provisions discussed above under "Dividends" (i.e., the 30% withholding tax regime) will apply. Generally, to the extent such withholding is required, or is excused based on documentation that must be provided, the information reporting and the backup withholding requirements will not apply. See the discussion above under "Dividends" with respect to the rules applicable to foreign partnerships under the Final Regulations.

Under current regulations, the payment of proceeds from the disposition of Class A Common Stock to or through a United States office of a broker will be subject to information reporting and backup withholding unless the beneficial owner, under penalties of perjury, certifies, among other things, its status as a Non-U.S. Holder or otherwise establishes an exemption. The payment of proceeds from the disposition of Class A Common Stock to or through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding and information reporting. However, in the case of proceeds from a disposition of Class A Common Stock paid to or through a non-U.S. office of a broker that is (i) a United States person, (ii) a "controlled foreign corporation" for United States federal income tax purposes, or (iii) a foreign person 50% or more of whose gross income from certain periods is effectively connected with a United States trade or business, information reporting (but not backup withholding) will apply unless the broker has documentary evidence in its files that the owner is a Non-U.S. Holder (and the broker has no actual knowledge to the contrary).

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a Non-U.S. Holder will be refunded or credited against the Non-U.S. Holder's United States federal income tax liability, if any, provided that the required information is furnished to the Internal Revenue Service in a timely manner.

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UNDERWRITING

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as representatives (the "U.S. Representatives") of each of the Underwriters named below (the "U.S. Underwriters"). Subject to the terms and conditions set forth in a U.S. purchase agreement (the "U.S. Purchase Agreement") among the Company and the U.S. Underwriters, and concurrently with the sale of 1,000,000 shares of Class A Common Stock to the International Managers (as defined below), the Company has agreed to sell to the U.S. Underwriters, and each of the U.S. Underwriters severally and not jointly has agreed to purchase from the Company, the number of shares of Class A Common Stock set forth opposite its name below.

<TABLE>

<CAPTION>

Number of	U.S. Underwriter
Shares	

<S>

<C>

Merrill Lynch, Pierce, Fenner & Smith

Incorporated.....	
NationsBanc Montgomery Securities, Inc.....	
Wheat, First Securities, Inc.....	

Total.....	4,000,000

</TABLE>

The Company has also entered into an international purchase agreement (the "International Purchase Agreement") with certain underwriters outside the United States and Canada (the "International Managers" and, together with the U.S. Underwriters, the "Underwriters") for whom Merrill Lynch International, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as lead managers (the "Lead Managers"). Subject to the terms and conditions set forth in the International Purchase Agreement, and concurrently with the sale of 4,000,000 shares of Class A Common Stock to the U.S. Underwriters pursuant to the U.S. Purchase Agreement, the Company has agreed to sell to the International Managers, and the International Managers severally and not jointly have agreed to purchase from the Company, an aggregate of 1,000,000 shares of Class A Common Stock. The initial public offering price per share and the underwriting discount per share of Class A Common Stock are identical under the U.S. Purchase Agreement and the International Purchase Agreement.

In the U.S. Purchase Agreement and the International Purchase Agreement, the several U.S. Underwriters and the several International Managers, respectively, have agreed, subject to the terms and conditions set forth therein, to purchase all of the shares of Class A Common Stock being sold pursuant to each such agreement if any of the shares of Class A Common Stock being sold pursuant to such agreement are purchased. Under certain circumstances, under the U.S. Purchase Agreement and the International Purchase Agreement, the commitments of non-defaulting Underwriters may be increased. The closings with respect to the sale of shares of Class A Common Stock to be purchased by the U.S. Underwriters and International Managers are conditioned upon one another.

The U.S. Representatives have advised the Company that the U.S. Underwriters propose initially to offer the shares of Class A Common Stock to the public at the initial public offering price set forth on the cover page of this Prospectus and to certain dealers at such price less a concession not in excess of \$ per share of Class A Common Stock. The U.S. Underwriters may allow, and such dealers may reallow, a discount not in excess of \$ per share of Class A Common Stock to certain other dealers. After the initial public offering, the public offering price, concession and discount may be changed.

At the request of the Company, the Underwriters have reserved up to 5% of the shares of Class A Common Stock for sale at the initial public offering price, and otherwise on the same terms as sales pursuant to the Offering, to directors, officers, employees, business associates and related persons of the Company. The number of shares of Class A Common Stock available for sale to the general public will be reduced to the extent such persons purchase such reserved shares. Any

reserved shares which are not so purchased will be offered by the Underwriters to the general public on the same basis as the other shares offered hereby.

The Company, all of the executive officers of the Company and all the holders of Class B Common Stock have agreed, subject to certain exceptions, not to, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option to purchase, right or warrant to purchase, or otherwise transfer or dispose of any Class A Common Stock or securities convertible into or exchangeable or exercisable for Class A Common Stock, including shares of Class B Common Stock, or file a registration statement under the Securities Act with respect to the foregoing or (ii) enter into any swap or other agreement or transaction that transfers, in whole or part, directly or indirectly, the economic consequence of ownership of the Class A Common Stock, whether any such swap or transaction described above is to be settled by delivery of Class A Common Stock or such securities, in cash or otherwise, without the prior written consent of Merrill Lynch on behalf of the Underwriters, for a period of 180 days after the date of this Prospectus; provided that the Company may sell shares of Class A Common Stock to a third party as consideration for the Company's acquisition from such third party of an automobile dealership, provided that such third party executes a lock-up agreement on substantially the same terms described above for a period expiring 180 days after the date of this Prospectus.

The Company has granted an option to the U.S. Underwriters, exercisable within 30 days after the date of this Prospectus, to purchase up to an aggregate of 600,000 additional shares of Class A Common Stock at the initial public offering price set forth on the cover page of this Prospectus, less the underwriting discount. The U.S. Underwriters may exercise this option only to cover over-allotments, if any, made on the sale of the Class A Common Stock offered hereby. To the extent that the U.S. Underwriters exercise this option, each U.S. Underwriter will be obligated, subject to certain conditions, to

purchase a number of additional shares of Class A Common Stock proportionate to such U.S. Underwriter's initial amount reflected in the foregoing table. The Company also has granted an option to the International Managers, exercisable within 30 days after the date of this Prospectus, to purchase up to an aggregate of 150,000 additional shares of Class A Common Stock to cover over-allotments, if any, on terms similar to those granted to the U.S. Underwriters.

The U.S. Underwriters and the International Managers have entered into an intersyndicate agreement (the "Intersyndicate Agreement") that provides for the coordination of their activities. Pursuant to the Intersyndicate Agreement, the U.S. Underwriters and the International Managers are permitted to sell shares of Class A Common Stock to each other for purposes of resale at the initial public offering price, less an amount not greater than the selling concession. Under the terms of the Intersyndicate Agreement, the U.S. Underwriters and any dealer to whom they sell shares of Class A Common Stock will not offer to sell or sell shares of Class A Common Stock to persons who are non-U.S. or non-Canadian persons or to persons they believe intend to resell to persons who are non-U.S. or non-Canadian persons, and the International Managers and any dealer to whom they sell shares of Class A Common Stock will not offer to sell or sell shares of Class A Common Stock to U.S. persons or to Canadian persons or to persons they believe intend to resell to U.S. or Canadian persons, except in the case of transactions pursuant to the Intersyndicate Agreement.

Prior to the Offering, there has been no public market for the Class A Common Stock. The initial public offering price for the Class A Common Stock will be determined by negotiation among the Company, the U.S. Representatives and the Lead Managers. The factors considered in determining the initial public offering price, in addition to prevailing market conditions, are price-earnings ratios of publicly traded companies that the U.S. Representatives and the Lead Managers believe to be comparable to the Company, certain financial information of the Company, the history of, and the prospects for, the Company and the industry in which it competes, an assessment of the Company's management, its past and present operations, the prospects for and the timing of future revenues of the Company, the present state of the Company's development, and the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to the Company. There can be no assurance that an active trading market will develop for the Class A Common Stock or that the Class A Common Stock will trade in the public market subsequent to the Offering made hereby at or above the initial public Offering price.

The Company has agreed to indemnify the U.S. Underwriters and the International Managers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments which the U.S. Underwriters and the International Managers may be required to make in respect thereof.

The Class A Common Stock has been approved for listing on the NYSE, subject to official notice of issuance, under the symbol "SAH." In order to meet the requirements for listing of the Class A Common Stock on that exchange, the U.S. Underwriters and the International Managers have undertaken to sell lots of 100 or more shares to a minimum of 2,000 beneficial holders.

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The U.S. Underwriters and the International Managers do not intend to confirm sales of Class A Common Stock offered hereby to any accounts over which they exercise discretionary authority.

Until the distribution of the Class A Common Stock is completed, rules of the Securities and Exchange Commission may limit the ability of the Underwriters and certain selling group members to bid for and purchase the Class A Common Stock. As an exception to these rules, the U.S. Representatives are permitted to engage in certain transactions that stabilize the price of Class A Common Stock. Such transactions consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the Class A Common Stock.

If the Underwriters create a short position in the Class A Common Stock in connection with the Offering, i.e., if they sell more shares of Class A Common Stock than are set forth on the cover page of this Prospectus, the U.S. Representatives may reduce that short position by purchasing Class A Common Stock in the open market. The U.S. Representatives may also elect to reduce any short position by exercising all or part of the over-allotment option described above.

The U.S. Representatives may also impose a penalty bid on certain Underwriters and selling group members. This means that if the U.S. Representatives purchase shares of Class A Common Stock in the open market to reduce the Underwriters' short position or to stabilize the price of the Class A Common Stock, they may reclaim the amount of the selling concession from the Underwriters and selling group members who sold those shares as part of the Offering.

In general, purchases of a security for the purpose of stabilization or to reduce a short position could cause the price of the security to be higher than it might be in the absence of such purchases. The imposition of a penalty bid might also have an effect on the price of a security to the extent that it were to discourage resales of the security.

Neither the Company nor any of the Underwriters makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Class A Common Stock. In addition, neither the Company nor any of the Underwriters makes any representation that the U.S. Representatives will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

NationsBank, an affiliate of NationsBanc Montgomery Securities, Inc.,

loaned the Company \$20 million under the Six-Month Facility to finance the Lake Norman Acquisition and the Williams Acquisition. More than 10% of the net proceeds of the Offering will be received by NationsBank by reason of the use of such proceeds to repay a portion of such borrowings. Accordingly, the Offering will be conducted in accordance with NASD Conduct Rule 2710(c)(8), which requires that the public offering price of the Class A Common Stock be no higher than the price recommended by a Qualified Independent Underwriter which has participated in the preparation of the Registration Statement and performed its usual standard of due diligence with respect thereto. Merrill Lynch will act as the Qualified Independent Underwriter for the Offering, and the public offering price will not be higher than the price recommended by Merrill Lynch.

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LEGAL MATTERS

Parker, Poe, Adams & Bernstein L.L.P., Charlotte, North Carolina, counsel to the Company, will render an opinion that the shares of Class A Common Stock offered hereby, when issued and paid for in accordance with the terms of the Underwriting Agreement, will be duly authorized, validly issued, fully paid and nonassessable. Fried, Frank, Harris, Shriver & Jacobson (a partnership including professional corporations), New York, New York, has served as counsel to the Underwriters in connection with this Offering.

EXPERTS

The combined and consolidated financial statements of Sonic Automotive, Inc. and Affiliated Companies, the financial statements of Dyer & Dyer, Inc., the combined financial statements of Bowers Automotive Group, the combined financial statements of Lake Norman Dodge, Inc. and Affiliated Companies, and the financial statements of Ken Marks Ford, Inc. included in this Prospectus have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports appearing herein, and are included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

ADDITIONAL INFORMATION

The Company has filed with the Securities and Exchange Commission (the "SEC") a Registration Statement on Form S-1 under the Securities Act with respect to the shares of Class A Common Stock offered hereby. This Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and the shares of Class A Common Stock offered hereby, reference is made to the Registration Statement, including the exhibits and schedules filed as part thereof. Statements contained in this Prospectus as to the contents of any contract or any other documents are not necessarily complete, and, in each such instance, reference is made to the copy of the contract or document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference thereto. The Registration Statement, together with its exhibits and schedules, may be inspected at the Public Reference Section of the SEC at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the regional offices of the SEC located at 7 World Trade Center, Suite 1300, New York, New York 10048 and at the Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of all or any part of such materials may be obtained from any such office upon payment of the fees prescribed by the SEC. Such information may also be inspected and copied at the office of the NYSE at 20 Broad Street, New York, New York 10005. The Commission also maintains a Website (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC.

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INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF
SONIC AUTOMOTIVE, INC.
Charlotte, North Carolina

We have audited the accompanying combined balance sheets of Sonic Automotive, Inc. and Affiliated Companies (the "Company"), which are under common ownership and management, as of December 31, 1995 and 1996, and the related combined statements of income, stockholders' equity, and cash flows for each of the three

years in the period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined financial position of Sonic Automotive, Inc. and Affiliated Companies as of December 31, 1995 and 1996, and the combined results of their operations and their combined cash flows for each of the three years in the period ended December 31, 1996 in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE LLP
Charlotte, North Carolina
October 16, 1997

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES
COMBINED AND CONSOLIDATED BALANCE SHEETS
December 31, 1995 and 1996 and June 30, 1997

	December 31,		

June 30,	1995	1996	
1997	-----	-----	---
-----	-----	-----	---
<S>	<C>	<C>	<C>
(Unaudited)			
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents.....	\$ 8,993,887	\$ 6,679,490	\$
9,237,585			
Marketable equity securities.....	706,126	638,500	
769,123			
Receivables (Note 5) (net of allowance for doubtful accounts of \$160,031 and \$224,789 at December 31, 1995 and 1996, respectively).....	9,085,376	11,907,786	
12,897,264			
Inventories (Notes 1, 3 and 5).....	51,347,994	71,549,716	
73,409,956			
Deferred income taxes (Note 6).....	117,500	279,896	
256,032			
Other current assets.....	311,019	332,561	
818,171			

Total current assets.....	70,561,902	91,387,949	
97,388,131			
PROPERTY AND EQUIPMENT, NET (Notes 4 and 5).....	8,527,338	12,466,713	
13,269,789			
GOODWILL, NET (Note 1).....	--	4,266,084	
9,463,179			
DUE FROM AFFILIATES (Note 7).....	--	2,465,929	
--			
OTHER ASSETS.....	372,610	389,277	
263,374			

TOTAL ASSETS.....	\$79,461,850	\$110,975,952	
\$120,384,473			

LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Notes payable -- floor plan (Note 3).....	\$45,151,111	\$ 63,893,356	\$
67,855,408			
Trade accounts payable.....	3,043,180	3,642,572	
3,847,922			
Accrued interest.....	503,391	521,190	
491,341			
Other accrued liabilities.....	1,554,713	3,031,473	
4,307,119			
Payable to affiliated companies (Note 7).....	2,000,000	--	

Payable to Company's Chairman (Note 2).....	--	--
3,500,000		
Current maturities of long-term debt.....	169,932	518,979
487,242		

Total current liabilities.....	52,422,327	71,607,570
80,489,032		

LONG-TERM DEBT (Note 5).....	3,560,766	5,285,862
5,137,210		
PAYABLE TO AFFILIATED COMPANIES (Note 7).....	1,219,204	914,339
854,984		
DEFERRED INCOME TAXES (Note 6).....	777,600	1,059,380
930,923		
INCOME TAX PAYABLE (Note 6).....	4,976,276	5,499,777
4,565,796		
MINORITY INTEREST (Note 1).....	199,522	313,912

COMMITMENTS AND CONTINGENCIES (Notes 7 and 10)		
STOCKHOLDERS' EQUITY (Notes 1, 8 and 9):		
Preferred stock, \$.10 par, 3,000,000 shares authorized and unissued.....	--	--

Class A Common Stock, \$.01 par, 50,000,000 shares authorized and unissued.....	--	--

Class B Common Stock, \$.01 par, 15,000,000 shares authorized, 6,250,000 shares issued and outstanding.....	62,500	62,500
62,500		
Paid-in capital.....	6,269,046	13,333,160
14,418,342		
Retained earnings.....	10,010,097	12,993,014
14,023,119		
Unrealized loss on marketable equity securities.....	(35,488)	(93,562)
(97,433)		

Total stockholders' equity.....	16,306,155	26,295,112
28,406,528		

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY.....	\$79,461,850	\$110,975,952
\$120,384,473		

</TABLE>

See notes to combined and consolidated financial statements.
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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES
COMBINED AND CONSOLIDATED STATEMENTS OF INCOME
Years ended December 31, 1994, 1995 and 1996
and the six months ended June 30, 1996 and 1997

<TABLE>
<CAPTION>

30,	Year ended December 31,			Six months ended June
	1994	1995	1996	1996
1997				
<S>	<C>	<C>	<C>	<C>
				(Unaudited)
REVENUES:				
Vehicle sales.....	\$227,959,827	\$267,307,949	\$326,841,772	\$164,332,724
\$185,077,493				
Parts, service and collision repair.....	33,984,096	35,859,960	42,643,812	21,005,202
22,906,377				
Finance and insurance.....	5,180,998	7,813,408	7,118,217	4,277,094
4,763,248				

Total revenues.....	267,124,921	310,981,317	376,603,801	189,615,020
212,747,118				
COST OF SALES.....	233,011,078	270,878,010	331,047,060	167,191,296
188,422,240				

GROSS PROFIT.....	34,113,843	40,103,307	45,556,741	22,423,724	
24,324,878					
SELLING, GENERAL AND ADMINISTRATIVE					
EXPENSES.....	24,631,532	29,343,430	33,677,529	16,590,478	
18,413,226					
DEPRECIATION AND AMORTIZATION.....	838,011	832,261	1,075,618	359,630	
395,573					
-----					----
OPERATING INCOME.....	8,644,300	9,927,616	10,803,594	5,473,616	
5,516,079					
-----					----
OTHER INCOME AND EXPENSE:					
Interest expense, floor plan.....	3,000,622	4,504,526	5,968,430	2,800,778	
3,017,903					
Interest expense, other.....	443,409	436,435	433,250	183,898	
269,145					
Gain on sale of marketable equity					
securities.....	--	107,007	354,922	278,917	
134,496					
Other income.....	609,088	342,047	263,676	90,495	
139,346					
-----					----
Total other expense.....	2,834,943	4,491,907	5,783,082	2,615,264	
3,013,206					
-----					----
INCOME BEFORE INCOME TAXES AND					
MINORITY INTEREST.....	5,809,357	5,435,709	5,020,512	2,858,352	
2,502,873					
PROVISION FOR INCOME TAXES					
(Note 6).....	2,118,004	2,175,680	1,923,205	1,093,034	
916,172					
-----					----
INCOME BEFORE MINORITY					
INTEREST.....	3,691,353	3,260,029	3,097,307	1,765,318	
1,586,701					
MINORITY INTEREST IN EARNINGS					
OF SUBSIDIARY.....	15,564	22,167	114,390	40,612	
46,993					
-----					----
NET INCOME.....	\$ 3,675,789	\$ 3,237,862	\$ 2,982,917	\$ 1,724,706	\$
1,539,708					
-----					----
-----					----
PRO FORMA NET INCOME PER SHARE					
(Note 1) (unaudited).....			\$ 0.48		\$
0.25					
-----					----
-----					----
PRO FORMA NUMBER OF SHARES					
USED TO COMPUTE PER SHARE					
DATA (Note 1) (unaudited).....			6,250,000		
6,250,000					
-----					----
-----					----

</TABLE>

See notes to combined and consolidated financial statements.
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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES
COMBINED AND CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
Years ended December 31, 1994, 1995 and 1996 and
the six months ended June 30, 1997

<TABLE>
<CAPTION>

	Class B			
	Common Stock (Note 1)			on
	-----		Paid-in	Retained
Unrealized Loss				
Marketable				
Equity				

Securities	Shares	Amount	Capital	Earnings	
<S>	<C>	<C>	<C>	<C>	<C>
BALANCE AT DECEMBER 31, 1993.....	6,250,000	\$ 62,500	\$ 4,774,700	\$ 3,096,446	\$
Net income.....	--	--	--	3,675,789	
BALANCE AT DECEMBER 31, 1994.....	6,250,000	62,500	4,774,700	6,772,235	
Capital contribution.....	--	--	1,494,346	--	
Change in net unrealized loss on marketable equity securities.....	--	--	--	--	
(35,488)					
Net income.....	--	--	--	3,237,862	
BALANCE AT DECEMBER 31, 1995.....	6,250,000	62,500	6,269,046	10,010,097	
(35,488)					
Capital contribution	--	--	7,064,114	--	
Change in net unrealized loss on marketable equity securities.....	--	--	--	--	
(58,074)					
Net income.....	--	--	--	2,982,917	
BALANCE AT DECEMBER 31, 1996.....	6,250,000	62,500	13,333,160	12,993,014	
(93,562)					
Capital contribution (unaudited).....	--	--	3,208,510	--	
Stock redemption (unaudited) (Note 7).....	--	--	(2,123,328)	--	
Dividend (unaudited) (Note 7).....	--	--	--	(509,603)	
Change in net unrealized loss on marketable equity securities (unaudited).....	--	--	--	--	
(3,871)					
Net income (unaudited).....	--	--	--	1,539,708	
BALANCE AT JUNE 30, 1997 (UNAUDITED).....	6,250,000	\$ 62,500	\$ 14,418,342	\$ 14,023,119	\$
(97,433)					

<CAPTION>

	Total Stockholders' Equity
<S>	<C>
BALANCE AT DECEMBER 31, 1993.....	\$ 7,933,646
Net income.....	3,675,789
BALANCE AT DECEMBER 31, 1994.....	11,609,435
Capital contribution.....	1,494,346
Change in net unrealized loss on marketable equity securities.....	(35,488)
Net income.....	3,237,862
BALANCE AT DECEMBER 31, 1995.....	16,306,155
Capital contribution	7,064,114
Change in net unrealized loss on marketable equity securities.....	(58,074)
Net income.....	2,982,917
BALANCE AT DECEMBER 31, 1996.....	26,295,112
Capital contribution (unaudited).....	3,208,510
Stock redemption (unaudited) (Note 7).....	(2,123,328)
Dividend (unaudited) (Note 7).....	(509,603)

Change in net unrealized loss on marketable equity securities (unaudited).....	(3,871)
Net income (unaudited).....	1,539,708

BALANCE AT JUNE 30, 1997 (UNAUDITED).....	\$ 28,406,528

</TABLE>

See notes to combined and consolidated financial statements.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES
COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS
Years ended December 31, 1994, 1995 and 1996 and
the six months ended June 30, 1996 and 1997

ended June 30, -----	Year ended December 31,			Six months
	1994	1995	1996	1996
	-----	-----	-----	-----
1997				
--				
<S>	<C>	<C>	<C>	<C>
<C>				
(Unaudited)				
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income.....	\$ 3,675,789	\$ 3,237,862	\$ 2,982,917	\$ 1,724,706
\$ 1,539,708	-----	-----	-----	-----
--				
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization.....	838,011	832,261	1,075,618	359,630
395,573				
Minority interest.....	15,564	22,167	114,390	40,612
46,993				
Loss (gain) on disposal of property and equipment	--	(38,721)	79,660	--
--				
Gain on sale of marketable equity securities.....	--	(107,007)	(354,922)	(278,917)
(134,496)				
Deferred income taxes.....	258,400	450,400	(240,548)	(62,002)
23,864				
Changes in assets and liabilities that relate to operations:				
(Increase) decrease in receivables.....	(2,091,063)	(228,084)	(2,420,651)	287,459
(989,478)				
(Increase) decrease in inventories.....	(10,392,680)	(5,025,452)	(14,012,965)	(3,511,263)
2,799,710				
(Increase) decrease in other current assets.....	(66,945)	21,173	(10,455)	(189,391)
(483,564)				
Increase (decrease) in other non-current assets...	(679)	(14,104)	(69,883)	2,851
113,403				
Increase in notes payable-floor plan.....	9,489,146	3,431,241	12,984,772	4,117,088
290,190				
Increase (decrease) in accounts payable and accrued expenses.....	676,526	(42,224)	1,439,486	1,285,875
1,309,913				
Increase (decrease) in income tax payable.....	558,254	500,780	523,501	--
(933,981)				
--				
Total adjustments.....	(715,466)	(197,570)	(891,997)	2,051,942
2,438,127				
--				
Net cash provided by operating activities.....	2,960,323	3,040,292	2,090,920	3,776,648
3,977,835				
--				
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchase of business, net of cash received.....	--	--	(5,126,595)	--
(692,883) (3,627,347)				
Purchases of property and equipment.....	(1,386,877)	(1,508,848)	(1,906,739)	--
(886,149)				
Proceeds from sale of property and equipment.....	32,162	556,789	4,036	--
--				
Purchase of marketable equity securities.....	(82,801)	(1,622,845)	(207,400)	--
--				

Proceeds from sales of marketable equity securities...	--	1,073,539	514,700	88,900
Net (advances to) receipts from affiliate companies... 65,633	(295,578)	1,772,022	(4,770,794)	(3,251,199)
Net cash provided by (used in) investing activities..... (4,447,863)	(1,733,094)	270,657	(11,492,792)	(3,855,182)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Capital contributions..... 3,208,510	--	1,494,346	7,064,114	1,000,000
Proceeds from long-term debt.....	107,284	2,899	599,206	--
Payments of long-term debt..... (180,387)	(441,500)	(269,254)	(575,845)	(468,970)
Net cash provided by (used in) financing activities..... 3,028,123	(334,216)	1,227,991	7,087,475	531,030
NET INCREASE (DECREASE) IN CASH..... 2,558,095	893,013	4,538,940	(2,314,397)	452,496
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD..... 6,679,490	3,561,934	4,454,947	8,993,887	8,993,887
CASH AND CASH EQUIVALENTS, END OF PERIOD..... \$ 9,237,585	\$ 4,454,947	\$ 8,993,887	\$ 6,679,490	\$ 9,446,383
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION -- Cash paid during the period for:				
Interest..... \$ 3,320,996	\$ 3,324,678	\$ 4,776,504	\$ 6,488,657	\$ 2,839,031
Income taxes..... \$ 930,000	\$ 998,850	\$ 1,522,100	\$ 2,042,268	\$ 834,000

See notes to combined and consolidated financial statements.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business -- Sonic Automotive, Inc ("Sonic" or the "Company") was incorporated in the State of Delaware in February, 1997 in order to effect a reorganization of certain affiliated companies (the "Reorganization") and to undertake an initial public offering of Sonic's common stock (the "Offering"). Sonic and affiliated companies (collectively, the "Company") operate automobile dealerships in the Houston, Texas and Charlotte, North Carolina metropolitan areas. The Company sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related financing and insurance. The financial statements for the periods through June 30, 1997 represent the combined data for the entities under common ownership and control which became subsidiaries of Sonic pursuant to the Reorganization on June 30, 1997, including the following entities:

<TABLE>	
<S>	
Town and Country Ford, Inc.....	Charlotte
Lone Star Ford, Inc.....	Houston
FMF Management, Inc. (d/b/a Fort Mill Ford).....	Charlotte
Town and Country Toyota, Inc.....	Charlotte
Frontier Oldsmobile-Cadillac, Inc.....	Charlotte

</TABLE>

All material intercompany transactions have been eliminated in the combined financial statements. Effective June 30, 1997, these five entities became wholly-owned subsidiaries of Sonic through the exchange of their common stock or membership interests for 6,250,000 shares of Sonic's Class B common stock having a \$.01 par value per share. On June 2, 1997 Sonic, through its wholly-owned subsidiary, Fort Mill Chrysler-Plymouth-Dodge, acquired certain dealership assets and liabilities of Jeff Boyd Chrysler-Plymouth-Dodge, Inc. (a previously unrelated entity) for a total purchase price of approximately \$3.7 million. The unaudited consolidated financial statements as of and for the six months ended June 30, 1997, which give effect to the Reorganization, include the accounts of

the above five entities and also include the accounts and results of operations of Fort Mill Chrysler-Plymouth-Dodge from the date of its acquisition.

The Reorganization was accounted for at historical cost in a manner similar to a pooling-of-interests as the entities were under the common management and control of Mr. O. Bruton Smith. The acquisition of Jeff Boyd Chrysler-Plymouth-Dodge was accounted for as a purchase.

Prior to the Reorganization, Town and Country Toyota, Inc. was 69% owned by Mr. O. Bruton Smith, the Company's Chairman and Chief Executive Officer, Lone Star Ford, Inc. and Frontier Oldsmobile -- Cadillac, Inc. were 100% owned by Sonic Financial Corporation ("SFC"), which in turn is 100% owned by Mr. Smith and related family trusts. Town and Country Ford, Inc. was owned 80% by SFC and 20% by Mr. Scott Smith (O. Bruton Smith's son). FMF Management, Inc. was owned 50% by SFC and 50% by Mr. O. Bruton Smith.

In connection with the Reorganization, the Company purchased the 31% minority interest in Town and Country Toyota, Inc. for \$3.2 million in a transaction accounted for using purchase accounting. On a pro forma basis for the six months ended June 30, 1996 and 1997, revenues would have been unchanged and net income and net income per share would not be materially different had the acquisition of this minority interest occurred on January 1, 1996 and January 1, 1997, respectively.

In connection with the anticipated Offering, Sonic expects to issue shares of its Class A common stock. The Class B common stock entitles the holder to ten votes per share, except in certain circumstances, while the Class A common stock entitles its holder to one vote per share.

Pro Forma Net Income Per Share -- Pro forma net income per share in the accompanying financial statements has been prepared based upon the shares outstanding after the Reorganization and without giving effect to the issuance of common stock related to the Offering.

Revenue Recognition -- The Company records revenue when vehicles are delivered to customers, and when vehicle service work is performed. Finance and insurance commission revenue is recognized principally at the time the contract is placed with the financial institution.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued
1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES -- Continued

Dealer Agreements -- The Company purchases substantially all of its new vehicles from manufacturers at the prevailing prices charged by the manufacturer to its franchised dealers. The Company's sales could be unfavorably impacted by the manufacturer's unwillingness or inability to supply the dealership with an adequate supply of new car inventory.

Each dealership operates under a dealer agreement with the manufacturer which generally restricts the location, management and ownership of the respective dealership. The ability of the Company to acquire additional franchises from a particular manufacturer may be limited due to certain restrictions imposed by manufacturers. Additionally, the Company's ability to enter into other significant acquisitions may be restricted and the acquisition of the Company's stock by third parties may be limited by the terms of the franchise agreement.

Cash and Cash Equivalents -- The Company considers contracts in transit and all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents. Contracts in transit represent cash in transit to the Company from finance companies related to vehicle purchases, and was \$2,644,804 and \$5,222,589 at December 31, 1995 and 1996, respectively.

Inventories -- In connection with the Offering, the Company intends to convert from the last-in-first-out method (the "LIFO Method") of inventory accounting to the first-in-first-out method (the "FIFO Method"), for its inventories of new vehicles. In accordance with Accounting Principles Board Opinion No. 20, "Accounting Changes", the accompanying financial statements and related notes have been retroactively restated to reflect that change. Accordingly, inventories of new vehicles, including demonstrators, and parts and accessories are stated at the lower of FIFO cost or market. Inventories of used vehicles are stated at the lower of specific cost or market.

The new method of accounting for inventories of new vehicles was adopted to provide a better matching of revenues and expenses in the future and to conform with the predominant industry practice for automobile dealerships that are publicly-held. The effect of the accounting change on net income as previously reported is as follows:

<TABLE>
<CAPTION>

	1994	1995	1996
	-----	-----	-----
<S>	<C>	<C>	<C>
Net income on a LIFO Basis.....	\$2,784,032	\$2,437,915	\$2,146,675
Adjustment for effect of a change in accounting principle that is applied retroactively.....	891,757	799,947	836,242
	-----	-----	-----
Net income as adjusted.....	\$3,675,789	\$3,237,862	\$2,982,917
	-----	-----	-----

</TABLE>

Property and Equipment -- Property and equipment are stated at cost. Depreciation is computed using straight-line and accelerated methods over the estimated useful lives of the assets. The range of estimated useful lives is as follows:

<TABLE>
<CAPTION>

	Useful Lives

<S>	<C>
Building.....	40
Office equipment and fixtures.....	5-7
Parts and service equipment.....	5
Company vehicles.....	5

</TABLE>

Leasehold improvements are amortized over the lesser of the terms of their respective leases or the estimated useful lives of the related assets.

Expenditures for maintenance and repairs are expensed as incurred. Significant betterments are capitalized.

Goodwill -- Goodwill represents the excess of purchase price over the estimated fair value of the net assets acquired and is being amortized over a 40 year period. The cumulative amount of goodwill amortization at December 31, 1996 was approximately \$98,000.

The Company periodically reviews goodwill to assess recoverability. The Company's policy is to compare the carrying value of goodwill with the expected undiscounted cash flows from operations of the acquired business.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING

POLICIES -- Continued

Marketable Equity Securities -- The Company's marketable equity securities are classified as "available for sale" and are not bought and held principally for the purpose of selling them in the near term. As such, these securities are reported at fair value, with unrealized gains and losses, net of tax, excluded from earnings and reported as a separate component of stockholders' equity. Realized gains and losses on sales of marketable equity securities are determined using the specific identification method.

Income Taxes -- Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to the capitalization of additional inventory costs for income tax purposes, the recording of chargebacks and repossession losses on the direct write-off method for income tax purposes, the direct write-off of uncollectible accounts for income tax purposes, and the accelerated depreciation method used for income tax purposes. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. In addition, deferred tax assets are recognized for state operating losses that are available to offset future taxable income.

Concentrations of Credit Risk -- Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash on deposit with financial institutions. At times, amounts invested with financial institutions may exceed FDIC insurance limits.

Concentrations of credit risk with respect to receivables are limited primarily to automobile manufacturers and financial institutions. Credit risk arising from trade receivables from commercial customers is reduced by the large number of customers comprising the trade receivables balances. Trade receivables are concentrated in the Company's two market areas of Houston, Texas and Charlotte, North Carolina metropolitan areas.

Fair Value of Financial Instruments -- As of December 31, 1995 and 1996 the fair values of the Company's financial instruments including receivables, due from affiliates, notes payable-floor plan, trade accounts payable, payables to affiliated companies and Company Chairman and long-term debt approximate their carrying values.

Use of Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising -- The Company expenses advertising costs in the period incurred. Advertising expense amounted to \$3,765,363, \$4,525,670 and \$4,989,283 for 1994, 1995 and 1996, respectively.

Impairment of Long-Lived Assets -- Effective January 1, 1996, the Company adopted the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. This Statement requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Adoption of SFAS No. 121 did not have a material impact on the Company's results of operations, financial position, and cash flows.

New Accounting Standards -- In February 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 128,

"Earnings Per Share." This Statement specifies the computation, presentation and disclosure requirements for earnings per share. The Company believes that the adoption of such Statement would not result in earnings per share materially different than pro forma earnings per share presented in the accompanying statements of income.

In June 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 130, "Reporting Comprehensive Income." This Standard establishes standards of reporting and display of comprehensive income and its components in a full set of general-purpose financial statements. This Statement will be effective for the Company's fiscal year ending December 31, 1998, and the Company does not intend to adopt this Statement prior to the effective date. Had the Company early adopted this Statement, it would have reported comprehensive income of \$2,784,032, \$2,402,427 and \$2,088,601 for the years ended December 31, 1994, 1995 and 1996, respectively.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -- Continued

Interim Financial Information -- The accompanying unaudited financial information for the six months ended June 30, 1996 and 1997 has been prepared on substantially the same basis as the audited financial statements, and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the financial information set forth therein. The results for interim periods are not necessarily indicative of the results to be expected for the entire fiscal year.

Stock Split -- All share and per share amounts included in the accompanying financial statements for all periods presented have been adjusted to reflect a 625 for 1 stock split of the Class B Common Stock effective as of October 16, 1997.

2. BUSINESS ACQUISITIONS

In June 1997, the Company through its wholly-owned subsidiary, Fort Mill Chrysler-Plymouth-Dodge, acquired certain dealership assets and liabilities of Jeff Boyd Chrysler-Plymouth-Dodge for a total purchase price of \$3.7 million. Of the total purchase price of \$3.7 million, \$3.5 million was advanced to the Company by Mr. O. Bruton Smith, with interest charged at 3.83%. It is anticipated that this advance will be repaid in full with proceeds from the Offering. Had the Offering occurred as of June 1997 (the date of the advance), and this \$3.5 million advance was repaid with the proceeds, supplemental pro forma earnings per share, using weighted average shares of 6,294,872 would not have resulted in a change to earnings per share as reported.

This transaction was accounted for using purchase accounting and the results of the operations of this dealership have been included from the date of acquisition through June 30, 1997 in the accompanying Unaudited Combined and Consolidated Statement of Income. Company management believes that on a pro-forma basis, revenues, net income and earnings per share would not have been materially affected assuming this acquisition had occurred on January 1, 1996. The purchase price has been allocated to the assets and liabilities acquired at their estimated fair market value at the acquisition date as follows:

<TABLE>	<C>
<S>	
Working capital.....	\$ 977,000
Property and equipment.....	250,000
Goodwill.....	2,473,000

Total.....	\$3,700,000

</TABLE>

In June, July and August the Company entered into definitive agreements to purchase six additional dealership groups for an aggregate purchase price of \$94.8 million as follows:

<TABLE>	<C>
<S>	
Bowers Dealerships.....	Chattanooga, Tennessee
Lake Norman Dodge and Affiliates.....	Cornelius, North Carolina
Ken Marks Ford.....	Clearwater, Florida
Dyer Volvo.....	Atlanta, Georgia
Jeff Boyd Chrysler-Plymouth-Dodge.....	Fort Mill, South Carolina
Williams Motors, Inc.....	Rock Hill, South Carolina

</TABLE>

The Lake Norman Dodge and Affiliates, Ken Marks Ford, Jeff Boyd Chrysler-Plymouth-Dodge and Williams Motors, Inc. acquisitions have been consummated. The completion of the remaining acquisitions may be dependent upon the successful completion of the Offering.

In conjunction with the Lake Norman acquisition, the Company obtained a short-term line of credit with aggregate principal availability of \$20 million maturing no later than February 15, 1998. The Company borrowed \$18.2 million against this line to fund the purchase of Lake Norman. See Note 5 for additional information regarding this line of credit.

In conjunction with the Ken Marks Acquisition, the Company obtained an

additional line of credit with an initial aggregate principal availability of \$26 million maturing (unless extended by the lender) on October 15, 1999. The Company borrowed \$25.5 million against this line to fund the purchase of Ken Marks. See note 5 for additional information regarding this line of credit.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

2. BUSINESS ACQUISITIONS -- Continued

On February 1, 1996, the Company acquired Fort Mill Ford for a total purchase price of \$5,741,114. The acquisition has been accounted for as a purchase and the results of operations of Fort Mill Ford have been included in the accompanying combined financial statements from the date of acquisition. The purchase price has been allocated to the assets and liabilities acquired at their estimated fair market value at the acquisition date as follows:

<TABLE>	
<S>	
	<C>
Working capital.....	\$ 822,000
Property and equipment.....	3,022,000
Goodwill.....	4,364,000
Non-current liabilities assumed.....	(2,467,000)

Total.....	\$5,741,000

</TABLE>

The following unaudited pro forma financial data is presented as if Fort Mill Ford had been acquired at January 1, 1995. Pro forma results of operations for 1996 are not presented because the acquisition occurred in February 1996, and the pro forma results for the year ended December 31, 1996 would not be materially different from the historical results presented:

<TABLE>	
<CAPTION>	
	1995

<S>	
	<C>
Revenues.....	\$345,198,523
Net income.....	\$ 2,874,909
Earnings per share.....	\$ 0.46

</TABLE>

The pro forma information presented above is not necessarily indicative of the operating results that would have occurred had Fort Mill Ford been acquired on January 1, 1995. These results are also not necessarily indicative of the results of future operations.

3. INVENTORIES AND RELATED NOTES PAYABLE -- FLOOR PLAN

Inventories consist of the following:

<TABLE>	
<CAPTION>	
	December 31,

June 30,	
	1995 1996
1997	----- -----
	----- -----
<S>	
<C>	
(Unaudited)	
New vehicles.....	\$37,895,075 \$51,797,883
\$56,126,061	
Used vehicles.....	8,913,145 14,372,285
11,826,874	
Parts and accessories.....	4,185,547 4,939,724
4,997,869	
Other.....	354,227 439,824
459,152	
	----- -----
Total.....	\$51,347,994 \$71,549,716
\$73,409,956	
	----- -----
	----- -----

</TABLE>

The inventory balance is generally reduced by manufacturer's purchase discounts, and such reduction is not reflected in the related floor plan liability. These manufacturer purchase discounts are standard in the industry, typically occur on all new vehicle purchases, and are not used to offset the related floor plan liability. These discounts are aggregated and generally paid

by the manufacturer on a quarterly basis. The related floor plan liability becomes due as vehicles are sold.

All new and certain used vehicles are pledged to collateralize floor plan notes payable to financial institutions in the amount of \$45,151,111 and \$63,893,356 at December 31, 1996. The floor plan notes bear interest, payable monthly on the outstanding balance, at the prime rate plus 1% (9 1/4% at December 31, 1995 and 1996). Total floor plan interest expense amounted to \$3,000,622, \$4,504,526 and \$5,968,430 in 1994, 1995 and 1996, respectively. The notes payable are due when the related vehicle is sold. As such, these floor plan notes payable are shown as a current liability in the accompanying combined and consolidated balance sheets.

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

4. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following:

	December 31,		
	1995	1996	
June 30,			
1997			
<S>	<C>	<C>	
<C>			
(Unaudited)			
Land.....	\$ 1,477,795	\$ 2,677,795	\$
2,677,795			
Buildings and improvements.....	7,085,878	10,080,659	
10,381,145			
Office equipment and fixtures.....	2,442,965	2,036,980	
2,360,424			
Parts and service equipment.....	2,955,729	2,866,291	
2,941,456			
Company vehicles.....	373,683	437,261	
512,113			
Construction in progress.....	265,677	--	
--			
Total, at cost.....	14,601,727	18,098,986	
18,872,933			
Less accumulated depreciation.....	(6,074,389)	(5,632,273)	
(5,603,144)			
Property and equipment, net.....	\$ 8,527,338	\$12,466,713	
\$13,269,789			

</TABLE>

5. LONG-TERM DEBT

Long-term debt consists of the following:

	December		
	1995	1996	
<S>	<C>	<C>	
<C>			
Note payable in monthly installments of \$8,333 plus interest at the prime rate plus 1 1/2%, through July 2001, collateralized by accounts receivable, inventory and equipment.....	\$	--	\$
458,335			
Mortgage payable in monthly installments of \$12,222 plus interest at prime plus 3/4%, through May 2004, collateralized by building.....		--	
1,087,778			
Unsecured note payable in monthly installments of \$9,100, including interest at 8%, through March 2004.....		--	
599,238			
Mortgage note payable in monthly installments of \$4,203, including interest at 7%, through November 2008, collateralized by land and building.....		425,751	
405,700			

Mortgage note payable in monthly installments of \$27,415 including interest at prime plus 1/2%, through April 2001, at which time remaining outstanding principal balance is due, collateralized by building.....	3,135,379
3,062,926	
Other notes payable.....	169,568
190,864	

	3,730,698
5,804,841	
Less current maturities.....	(169,932)
(518,979)	

Long-term debt.....	\$3,560,766
\$5,285,862	

</TABLE>

Future maturities of debt at December 31, 1996 are as follows:

<TABLE>	
<S>	<C>
Year ending December 31:	
1997.....	\$ 518,979
1998.....	455,505
1999.....	434,609
2000.....	446,374
2001.....	3,096,525
Thereafter.....	852,849

Total.....	\$5,804,841

</TABLE>

On August 28, 1997 the Company obtained a short term line of credit in an aggregate principal amount of up to \$20 million that matures no later than February 15, 1998. This line of credit is payable upon maturity, bears interest at a fixed rate of

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SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

5. LONG-TERM DEBT -- Continued

7.75% per annum and is secured by certain assets of the Company's Chairman and Chief Executive Officer. The Company borrowed \$18.2 million on this line of credit in connection with the Lake Norman Acquisition.

On October 15, 1997 the Company obtained a two year line of credit with an initial aggregate principal availability of \$26 million that matures (unless extended by the lender) on October 15, 1999. This revolving line of credit is payable upon maturity, bears interest at a variable rate equal to the prime rate (currently 8.5% per annum) and is secured by certain assets of the Company's Chairman and Chief Executive Officer. The Company borrowed \$25.5 million on this line of credit in connection with the Ken Marks Acquisition.

6. INCOME TAXES

The provision (benefit) for income taxes consists of the following components:

<TABLE>		
<CAPTION>		
	1994	1995
1996	-----	-----

<S>	<C>	<C>
<C>		
Current:		
Federal.....	\$1,814,944	\$1,608,418
\$1,855,901		
State.....	44,660	116,862
307,852		
	-----	-----
	1,859,604	1,725,280
2,163,753		

Deferred.....	244,900	427,200
(189,179)		
Change in valuation allowance.....	13,500	23,200
(51,369)		
	-----	-----

 Total..... \$2,118,004 \$2,175,680
 \$1,923,205

</TABLE>

The reconciliation of the statutory federal income tax rate with the Company's federal and state overall effective income tax rate is as follows:

<TABLE>
 <CAPTION>

1995	1996	1994	
-----	-----	-----	-
<S>		<C>	
<C>	<C>		
Statutory federal rate.....		34.00%	
34.00%	34.00%		
State income taxes.....		--	
3.84	3.60		
Miscellaneous.....		2.46	
2.19	.71		
-----	-----	-----	-
Effective tax rates.....		36.46%	
40.03%	38.31%		
-----	-----	-----	-
-----	-----	-----	-

</TABLE>

SONIC AUTOMOTIVE, INC.
 AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

6. INCOME TAXES -- Continued

Deferred income taxes reflect the net tax effects of the temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for tax purposes. Significant components of the Company's deferred tax assets and liabilities as of December 31 are as follows:

<TABLE>
 <CAPTION>

1996	1995	
-----	-----	
<S>	<C>	
<C>		
Deferred tax assets:		
Allowance for bad debts.....	\$ 62,300	\$
85,992		
Inventory reserves.....	126,400	
160,820		
Net operating loss carryforwards.....	183,800	
74,931		
Other.....	1,300	
75,656		
-----	-----	
Total deferred tax assets.....	373,800	
397,399		
Valuation allowance.....	(126,300)	
(75,000)		
-----	-----	
Deferred tax assets, net.....	247,500	
322,399		
-----	-----	
Deferred tax liabilities:		
Basis difference in fixed assets.....	(155,200)	
(556,384)		
Basis difference in equity investment.....	(644,400)	
(478,876)		
Other.....	(108,000)	
(66,623)		
-----	-----	
Total deferred tax liability.....	(907,600)	

(1,101,883)

Net deferred tax liability.....	\$ (660,100)	\$
(779,484)		

</TABLE>

The net changes in the valuation allowance against deferred tax assets were an increase of \$23,200 for the year ended December 31, 1995 and a decrease of (\$51,300) for the year ended December 31, 1996. The increase (decrease) was related primarily to the generation (expiration) of state net operating loss carryforwards. At December 31, 1996, the Company had state net operating loss carryforwards of \$1,259,000 which will expire between 1998 and 2002.

A change to the FIFO from the LIFO method of inventory for new vehicles resulted in an additional income tax liability. This liability was recorded as \$4,976,276 and \$5,499,777 at December 31, 1995 and 1996, respectively and is payable over a six year period beginning in January 1998.

Certain subsidiaries of Sonic (such subsidiaries together with the Company and Sonic Financial being hereinafter referred to as the "Sonic Group") have joined with Sonic Financial in filing consolidated federal income tax returns for several years. Such subsidiaries will join with Sonic Financial in filing for 1996 and for the period ending on June 30, 1997. Under applicable federal tax law, each corporation included in Sonic Financial's consolidated return is jointly and severally liable for any resultant tax. Under a tax allocation agreement dated as of June 30, 1997, however, the Company agreed to pay to Sonic Financial, in the event that additional federal income tax is determined to be due, an amount equal to the Company's separate federal income tax liability computed for all periods in which any member of the Sonic Group has been a member of Sonic Financial's consolidated group, less amounts previously recorded by the Company. Also pursuant to such agreement, Sonic Financial agreed to indemnify the Company for any additional amount determined to be due from Sonic Financial's consolidated group in excess of the federal income tax liability of the Sonic Group for such periods. The tax allocation agreement establishes procedures with respect to tax adjustments, tax claims, tax refunds, tax credits and other tax attributes relating to periods ending prior to the time that the Sonic Group shall leave Sonic Financial's consolidated group.

7. RELATED PARTIES

Town & Country Ford and Lone Star Ford have each made several non-interest bearing advances to Sonic Financial. As of December 31, 1996, Town & Country Ford had made \$1,956,326 of such advances (\$2,123,328 as of June 30, 1997). In preparation for the Reorganization, a demand promissory note by Sonic Financial evidencing certain of these advances was canceled in exchange for the redemption of certain shares of the capital stock of Town & Country Ford held by Sonic Financial. As of December 31, 1996, Lone Star Ford had made \$509,603 of advances to Sonic Financial. In preparation for

SONIC AUTOMOTIVE, INC.
AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

7. RELATED PARTIES -- Continued

the Reorganization, a demand promissory note by Sonic Financial evidencing certain of Lone Star Ford's advances was canceled pursuant to a dividend.

The Company had amounts payable to affiliated companies of \$3,219,204 and \$914,339, at December 31, 1995 and 1996, respectively. The balance, consisting of non-interest bearing loans from affiliates, is classified as noncurrent based upon its expected repayment date.

Town & Country Ford, Inc. operates at facilities leased from an entity owned 5% by Town & Country Ford, Inc. and 95% by Sonic Financial Corporation. This lease expires in October 2000. Annual payments under this lease were \$510,085 for each of the 1994, 1995 and 1996 fiscal years. Current minimum rent payments are \$409,000 annually (\$34,083 monthly) through 1999, and will be decreased to \$340,833 in 2000.

Lone Star Ford operates in part from an entity controlled by the Company's Chairman and Chief Executive Officer. This lease expires in 2005. Annual payments under this lease were \$351,420, \$331,302 and \$360,000 for the 1994, 1995 and 1996 fiscal years, respectively. Current minimum rent payments are \$360,000 annually (\$30,000 monthly).

During each of the three years ended December 31, 1996, Town & Country Ford paid \$48,000 to Sonic Financial as a management fee. Sonic Financial's services to Town & Country Ford have included performance of the following functions, among others: maintenance of lender and creditor relationships; tax planning; preparation of tax returns and representation in tax examinations; record maintenance; internal audits and special audits; assistance to independent public accountants; and litigation support to company counsel. Payments of fees to and receipt of services from Sonic Financial ceased before the Reorganization.

Beginning in early 1997, certain of Sonic's dealerships have entered into arrangements to sell to their customers credit life insurance policies

underwritten by American Heritage Life Insurance Company, an insurer unaffiliated with Sonic ("American Heritage"). American Heritage in turn reinsures all of these policies with Provident American Insurance Company, a Texas insurance company ("Provident American") and a wholly-owned subsidiary of Sonic Financial. Under these arrangements, the dealerships paid an aggregate of \$140,000 to American Heritage in premiums for these policies for the six months ended June 30, 1997. The Company anticipates terminating this arrangement with American Heritage by 1998.

Chartown is a general partnership engaged in real estate development and management. Before the Reorganization, Town & Country Ford maintained a 49% partnership interest in Chartown with the remaining 51% held by SMDA Properties, LLC, a North Carolina limited liability company ("SMDA"). The Company's Chairman and Chief Executive Officer owns an 80% direct membership interest in SMDA with the remaining 20% owned indirectly through Sonic Financial. In addition, Sonic Financial also held a demand promissory note for \$1,555,528 issued by Chartown (the "Chartown Note"), which was uncollectible due to insufficient funds. As a part of the Reorganization, the Chartown Note was cancelled and Town & Country Ford transferred its partnership interest in Chartown to Sonic Financial for nominal consideration. In connection with that transfer, Sonic Financial agreed to indemnify Town & Country Ford for any and all obligations and liabilities, whether known or unknown, relating to Chartown and Town & Country Ford's ownership thereof. Town & Country Ford's recorded investment in Chartown was nominal for all periods presented in the accompanying financial statements.

8. PREFERRED STOCK

In 1997, the Company authorized 3,000,000 shares of "blank check" preferred stock with such designations, rights and preferences as may be determined from time to time by the Board of Directors. No preferred shares were issued and outstanding at June 30, 1997.

9. EMPLOYEE BENEFIT PLANS

Substantially all of the employees of the Company are eligible to participate in a 401(k) plan maintained by SFC. Contributions by the Company to the plan were not significant in any period presented.

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SONIC AUTOMOTIVE, INC. AND AFFILIATED COMPANIES

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS -- Continued

9. EMPLOYEE BENEFIT PLANS -- Continued

On October 9, 1997 the Company adopted the 1997 Stock Option Plan (the "Plan"). Under the provisions of the Plan, options to purchase 1,125,000 shares of Class A Common Stock may be granted to key employees of the Company and its subsidiaries and to officers, directors, consultants and other individuals providing services to the Company. The exercise price of the options may not be less than the market value of the Class A Common Stock on the date of grant. Vesting periods will range from 5 to 10 years. On or before consummation of the Offering, the Board of Directors intends to grant options to purchase an aggregate of 587,509 shares of Class A Common Stock under the Plan. The Company intends to adopt the provisions of Accounting Principles Board Opinion No. 25 "Accounting for Stock Issued to Employees" to account for the Plan's transactions.

On October 9, 1997 the Company adopted the Sonic Employee Stock Purchase Plan (the "ESPP"). The ESPP provides employees of the Company the opportunity to purchase Class A Common Stock after completion of the Offering. Under the terms of the ESPP, on January 1 of each year all eligible employees electing to participate will be granted an option to purchase shares of Class A Common Stock. The Company's Compensation Committee will annually determine the number of shares of Class A Common Stock available for purchase under each option. The purchase price at which Class A Common Stock will be purchased through the ESPP will be 90% of the lesser of (i) the fair market value of the Class A Common Stock on the applicable Grant Date and (ii) the fair market value of the Class A Common Stock on the applicable Exercise Date. Options will expire on the last exercise date of the calendar year in which granted. A total of 150,000 shares of Class A Common Stock have been reserved for purchase under the ESPP.

10. CONTINGENCIES

The Company is contingently liable for customer contracts placed with financial institutions of approximately \$675,000 and \$741,000 at December 31, 1995 and 1996, respectively. However, the Company's potential loss is limited to the difference between the present value of the installment contract at the date of the repossession and the market value of the vehicle at the date of sale. Other accrued liabilities include a provision for repossession losses. The Company provides a reserve for repossession losses based on the ratio that historical loss experience bears to the amount of outstanding customer contracts.

The Company has available \$1,500,000 under draft-clearing credit lines with a bank in order to immediately fund the Company's checking account for sold vehicle contracts from other financial institutions. The Company is contingently liable to the bank until the contracts are approved by the financial institutions. At December 31, 1996, \$151,227 was outstanding under these lines.

In the event that the Company fails to close the acquisitions of Dyer Volvo, Ken Marks Ford, and the Bowers Dealerships by certain dates, the Company will be required to pay termination fees which total approximately \$4.0 million.

The Company is involved in various legal proceedings. Management believes that the outcome of such proceedings will not have a materially adverse effect

on the Company's financial position or future results of operations and cash flows.

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INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS AND STOCKHOLDER OF
DYER & DYER, INC.
Atlanta, Georgia

We have audited the accompanying balance sheets of Dyer & Dyer, Inc. (the "Company") as of December 31, 1995 and 1996, and the related statements of income, stockholder's equity, and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Dyer & Dyer, Inc. as of December 31, 1995 and 1996, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1996 in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE LLP
Charlotte, North Carolina
August 7, 1997

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DYER & DYER, INC.
BALANCE SHEETS
December 31, 1995 and 1996 and June 30, 1997

<TABLE>
<CAPTION>

June 30, 1997	December 31,		
	1995	1996	
-----	-----	-----	-
<S>	<C>	<C>	
<C>			
(Unaudited)			
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents.....	\$ 1,522,546	\$ 941,280	\$
172,937			
Receivables.....	432,779	1,213,846	
2,535,230			
Inventories (Notes 1 and 2).....	9,043,156	15,071,313	
11,128,333			
Prepaid expenses.....	274,998	103,958	
32,267			
-----	-----	-----	-
Total current assets.....	11,273,479	17,330,397	
13,868,767			
PROPERTY AND EQUIPMENT, NET (Notes 1 and 3).....	774,909	1,279,774	
1,156,207			
OTHER ASSETS.....	287,628	292,250	
297,424			
-----	-----	-----	-
TOTAL ASSETS.....	\$12,336,016	\$18,902,421	
\$15,322,398			
-----	-----	-----	-
-----	-----	-----	-
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Notes payable, floor plan (Note 2).....	\$ 2,610,935	\$ 7,146,245	\$
5,533,925			
Trade accounts payable.....	511,292	1,131,472	
--			
Income taxes payable (Notes 1 and 5).....	--	238,712	
238,712			
Accrued payroll and bonuses.....	82,183	229,297	
277,377			
Other accrued liabilities.....	196,537	261,932	

235,360

-----	-----	-----
Total current liabilities.....	3,400,947	9,007,658
6,285,374		
INCOME TAXES PAYABLE (Note 5).....	21,012	477,423
238,711		
COMMITMENTS (Note 4)		
STOCKHOLDER'S EQUITY:		
Common stock, \$100 par value -- 3,000 shares authorized; 1,531 shares issued;		
781 shares outstanding.....	153,100	153,100
153,100		
Paid-in capital.....	27,623	27,623
27,623		
Retained earnings.....	13,709,477	14,212,760
13,593,733		
-----	-----	-----
Total.....	13,890,200	14,393,483
13,774,456		
Less treasury stock (750 shares at cost).....	(4,976,143)	(4,976,143)
(4,976,143)		
-----	-----	-----
Total stockholder's equity.....	8,914,057	9,417,340
8,798,313		
-----	-----	-----
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY.....	\$12,336,016	\$18,902,421
\$15,322,398		
-----	-----	-----
-----	-----	-----

</TABLE>

See notes to financial statements.

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DYER & DYER, INC.
STATEMENTS OF INCOME

Years ended December 31, 1994, 1995 and 1996
and the six months ended June 30, 1996 and 1997

<TABLE>

<CAPTION>

June 30,	Year ended December 31,			Six months ended	
	1994	1995	1996	1996	
-----	-----	-----	-----	-----	-----
1997					--
-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>
					(Unaudited)
REVENUES:					
Vehicle sales.....	\$52,245,947	\$52,613,480	\$60,870,919	\$30,767,026	
\$31,373,513					
Parts, service and collision repair.....	8,680,440	9,097,763	11,163,230	5,481,708	
5,960,212					
Finance and insurance.....	203,198	404,505	542,474	213,711	
128,911					
-----	-----	-----	-----	-----	-----
Total.....	61,129,585	62,115,748	72,576,623	36,462,445	
37,462,636					
COST OF SALES.....	54,121,066	55,776,668	62,547,497	31,969,022	
32,377,247					
-----	-----	-----	-----	-----	-----
GROSS PROFIT.....	7,008,519	6,339,080	10,029,126	4,493,423	
5,085,389					
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES.....	6,160,564	5,621,343	6,997,283	3,353,559	
3,498,432					
DEPRECIATION AND AMORTIZATION.....	123,228	90,538	126,359	45,451	
150,621					
-----	-----	-----	-----	-----	-----
OPERATING INCOME.....	724,727	627,199	2,905,484	1,094,413	
1,436,336					
OTHER INCOME AND EXPENSE:					
Interest expense, floor plan.....	56,944	171,690	372,590	178,970	
276,393					
Other income.....	609,684	314,788	452,063	234,834	
247,213					

-----	-----	-----	-----	-----	---
Total other income (expense)..... (29,180)	552,740	143,098	79,473	55,864	---
-----	-----	-----	-----	-----	---
INCOME BEFORE INCOME TAXES..... 1,407,156	1,277,467	770,297	2,984,957	1,150,277	---
PROVISION FOR INCOME TAXES (Notes 1 and 5).....	491,365	295,850	954,846	954,846	---
-----	-----	-----	-----	-----	---
NET INCOME..... 1,407,156	\$ 786,102	\$ 474,447	\$ 2,030,111	\$ 195,431	\$
-----	-----	-----	-----	-----	---
-----	-----	-----	-----	-----	---
PRO FORMA PROVISION FOR INCOME TAXES (Note 5).... 541,896			\$ 1,149,507	\$ 442,972	\$
-----	-----	-----	-----	-----	---
-----	-----	-----	-----	-----	---
PRO FORMA NET INCOME (Note 5)..... 865,260			\$ 1,835,450	\$ 707,305	\$
-----	-----	-----	-----	-----	---
-----	-----	-----	-----	-----	---

</TABLE>

See notes to financial statements
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DYER & DYER, INC.
STATEMENTS OF STOCKHOLDER'S EQUITY
Years ended December 31, 1994, 1995 and 1996
and the six months ended June 30, 1997

<TABLE>
<CAPTION>

Total Stockholder's Equity	Common Stock	Paid-in Capital	Treasury Stock	Retained Earnings	
-----	-----	-----	-----	-----	-
<S>	<C>	<C>	<C>	<C>	
<C>					
BALANCE					
DECEMBER 31, 1993..... 7,653,508	\$153,100	\$27,623	\$ (4,976,143)	\$12,448,928	\$
Net income..... 786,102	--	--	--	786,102	
-----	-----	-----	-----	-----	-
BALANCE					
DECEMBER 31, 1994..... 8,439,610	153,100	27,623	(4,976,143)	13,235,030	
Net income..... 474,447	--	--	--	474,447	
-----	-----	-----	-----	-----	-
BALANCE					
DECEMBER 31, 1995..... 8,914,057	153,100	27,623	(4,976,143)	13,709,477	
Dividends..... (1,526,828)	--	--	--	(1,526,828)	
Net income..... 2,030,111	--	--	--	2,030,111	
-----	-----	-----	-----	-----	-
BALANCE					
DECEMBER 31, 1996..... 9,417,340	153,100	27,623	(4,976,143)	14,212,760	
Dividends (unaudited)..... (2,026,183)	--	--	--	(2,026,183)	
Net income (unaudited)..... 1,407,156	--	--	--	1,407,156	
-----	-----	-----	-----	-----	-
BALANCE					

JUNE 30, 1997 (unaudited).....	\$153,100	\$27,623	\$ (4,976,143)	\$13,593,733	\$
8,798,313	-----	-----	-----	-----	-
-----	-----	-----	-----	-----	-

See notes to financial statements.
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DYER & DYER, INC.
STATEMENTS OF CASH FLOWS
Years ended December 31, 1994, 1995 and 1996
and the six months ended June 30, 1996 and 1997

ended June	Year ended December 31,			Six months
	1994	1995	1996	30,
-----	-----	-----	-----	-----
1997	-----	-----	-----	-----
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
<C>				
(Unaudited)				
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income.....	\$ 786,102	\$ 474,447	\$2,030,111	\$ 195,431
\$1,407,156				
Adjustments to reconcile net income to net cash provided by operating activities:				
(Gain) loss on disposal of fixed assets.....	8,011	11,757	86,745	--
(116)				
Depreciation and amortization.....	123,228	90,538	126,359	45,451
150,621				
Changes in assets and liabilities that relate to operations:				
(Increase) decrease in accounts receivable.....	(390,834)	191,714	(768,730)	(39,751)
(1,355,959)				
(Increase) decrease in inventories.....	11,184	(4,213,189)	(6,028,157)	(1,566,226)
3,942,980				
(Increase) decrease in prepaid expenses.....	79,966	(177,992)	171,040	218,576
71,691				
Increase (decrease) in notes payable, floor plan.....	(127,470)	2,581,585	4,535,310	290,990
(1,612,320)				
Increase (decrease) in accounts payable.....	7,048	498,092	620,180	(376,134)
(1,131,472)				
Increase (decrease) in other accrued liabilities.....	105,201	(187,726)	147,106	170,944
25,008				
Increase (decrease) in income taxes payable.....	(20,682)	8,484	760,526	760,526
(242,212)				
-----	-----	-----	-----	-----
Total adjustments.....	(204,348)	(1,196,737)	(349,621)	(495,624)
(151,779)				
-----	-----	-----	-----	-----
Net cash provided by (used) in operating activities.....	581,754	(722,290)	1,680,490	(300,193)
1,255,377				
-----	-----	-----	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchase of property and equipment.....	(18,485)	(181,259)	(717,969)	(14,013)
(26,938)				
Increase in cash value of life insurance.....	(15,398)	(26,316)	(4,622)	(2,311)
(5,174)				
Deposits held by financial institutions.....	13,001	10,849	(12,337)	22,238
34,575				
-----	-----	-----	-----	-----
Net cash provided by (used) in investing activities.....	(20,882)	(196,726)	(734,928)	5,914
2,463				
-----	-----	-----	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES:				
Dividends paid.....	--	--	(1,526,828)	(759,810)
(2,026,183)				

-----	-----	-----	-----	-----	-----
INCREASE (DECREASE) IN CASH.....	560,872	(919,016)	(581,266)	(1,054,089)	
(768,343)					
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD.....	1,880,690	2,441,562	1,522,546	1,522,546	
941,280					
-----	-----	-----	-----	-----	-----
CASH AND CASH EQUIVALENTS AT END OF PERIOD.....	\$2,441,562	\$1,522,546	\$ 941,280	\$ 468,457	\$
172,937					
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:					
Cash paid during the period for:					
Interest.....	\$ 57,766	\$ 176,464	\$ 509,621	\$ 247,970	\$
279,460					
Income taxes.....	\$ 399,605	\$ 438,810	\$ 31,826	\$ 31,826	\$
242,237					
</TABLE>					

See notes to financial statements.

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DYER & DYER, INC.
NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business -- Dyer & Dyer, Inc. (the "Company") was incorporated in South Carolina in 1978, and operates a Volvo automobile dealership in Atlanta, Georgia. The Company sells new and used cars, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related financing and insurance.

In August 1997, the Company signed a definitive purchase agreement whereby its net assets would be acquired by Sonic Automotive, Inc. ("Sonic") for \$18 million. This acquisition is to be effective prior to the completion of an anticipated public offering of common stock by Sonic in 1997. In addition to the \$18 million, the Company's stockholder will receive a warrant entitling the holder to acquire common stock of Sonic Automotive at an exercise price equal to the public offering stock price.

In connection with Volvo's approval of the sale of the Company to Sonic, Volvo, among other things, conditioned its approval upon Richard Dyer, acquiring and maintaining a 20% interest in the subsidiary of Sonic that will operate the Volvo franchise. Mr. Dyer will finance all of the purchase price for this 20% interest by the issuance of a promissory note to be secured by Mr. Dyers' interest in the dealership. The principal amount of the note will be \$3.6 million and it will bear interest at the lowest applicable federal rate, payable annually. Mr. Dyers' interest in the dealership will be redeemed and the note will be due and payable in full when Volvo no longer requires Mr. Dyer to maintain his interest in the dealership.

Revenue Recognition -- The Company records revenue when vehicles are delivered to customers, and when vehicle service work is performed. Finance and insurance commission revenue is recognized principally at the time the contract is placed with the financial institution.

Dealer Agreements -- The Company purchases substantially all of its new vehicles from the manufacturer at the prevailing prices charged by the manufacturer to its franchised dealers. The Company's sales could be unfavorably impacted by the manufacturer's unwillingness or inability to supply the dealership with an adequate supply of new car inventory.

The dealership operates under a dealer agreement with the manufacturer which generally restricts the location, management and ownership of the dealership. The ability of the Company to acquire additional franchises may be limited due to certain restrictions imposed by the manufacturer. Additionally, the Company's ability to enter into significant acquisitions may be restricted and the acquisition of the Company's stock by third parties may be limited by the terms of the franchise agreement.

The manufacturer has implemented various incentive programs for its dealers that provide for specified payments to the dealers based on the results of customer satisfaction surveys and the implementation of certain standardized policies and procedures. These programs are for a limited duration and remain subject to cancellation by the manufacturer at any time. Incentive payments credited to cost of sales amounted to approximately \$210,000, \$267,000 and \$1,326,000 during 1994, 1995 and 1996, respectively, and \$290,000 and \$912,000 for the six months ended June 30, 1996 and 1997, respectively.

Cash and Cash Equivalents -- The Company considers contracts in transit and all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents. Contracts in transit represent cash in transit to the Company from finance companies related to vehicle purchases, and was approximately \$1,522,000 and \$934,000 at December 31, 1995 and 1996, respectively, and \$167,000 at June 30, 1997.

Inventories -- Inventories of new vehicles, including demonstrators, are valued at the lower of last-in, first-out ("LIFO") cost or market. Inventories of used vehicles are stated at the lower of first-in, first-out ("FIFO") cost or market, and parts and accessories are stated at the lower of specific cost or market.

Property and Equipment -- Property and equipment are stated at cost. Depreciation is computed using straight-line and accelerated methods over the estimated useful lives of the assets. The range of estimated useful lives are as follows:

<TABLE>
<CAPTION>

	Useful Lives -----
<S>	<C>
Office equipment and fixtures.....	5-7
Parts and service equipment.....	5
Company vehicles.....	5

</TABLE>

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DYER & DYER, INC.

NOTES TO FINANCIAL STATEMENTS -- Continued

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -- Continued

Leasehold improvements are amortized over the lesser of the terms of their respective leases or the estimated useful lives of the related assets. Expenditures for maintenance and repairs are expensed as incurred. Significant betterments are capitalized.

Income Taxes -- For the years ended December 31, 1994 and 1995, the Company was a C Corporation and, therefore, provided for income taxes using the balance sheet method. There were no significant deferred tax assets and liabilities as of December 31, 1995. Effective January 1, 1996, the Company elected to be treated as an S Corporation for federal and state income tax purposes. As such the Company's taxable income is included in the stockholder's annual income tax return. Accordingly, no provision for federal or state income taxes has been included in the Company's statements of income for the periods beginning after December 31, 1995, except for the amounts associated with the Company's change to an S corporation (See Note 5).

Concentrations of Credit Risk -- Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash on deposit with financial institutions. At times, amounts invested with financial institutions may exceed FDIC insurance limits.

Concentrations of credit risk with respect to receivables are limited primarily to automobile manufacturers and financial institutions. Credit risk arising from trade receivables from commercial customers is reduced by the large number of customers comprising the trade receivables balances. Trade receivables are concentrated in the Atlanta, Georgia area.

Use of Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising -- The Company expenses advertising costs in the period incurred. Advertising expense approximated \$709,000, \$525,000 and \$765,000 during 1994, 1995 and 1996, respectively.

Impairment of Long-Lived Assets -- Effective January 1, 1996, the Company adopted the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. This statement requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Adoption of SFAS No. 121 did not have a material impact on the Company's results of operations or financial position.

Interim Financial Information -- The accompanying unaudited financial information for the six months ended June 30, 1996 and 1997 has been prepared on substantially the same basis as the audited financial statements, and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the financial information set forth therein. The results of interim periods are not necessarily indicative of results to be expected for the entire fiscal year.

2. INVENTORIES AND RELATED NOTES PAYABLE -- FLOOR PLAN

Inventories consist of the following:

<TABLE>
<CAPTION>

June 30, 1997	December 31, -----	
	1995	1996
<S>	<C>	<C>
<C>		
(Unaudited)		
New vehicles.....	\$ 5,692,043	\$ 7,980,256
5,017,765		
Used vehicles.....	2,768,230	6,362,410
5,542,979		
Parts and accessories.....	503,490	586,129

420,959		
Other.....	79,393	142,518
146,630		
-----	-----	-----
Total.....	\$ 9,043,156	\$15,071,313
\$11,128,333		
-----	-----	-----
-----	-----	-----

</TABLE>

At December 31, 1995 and 1996 and at June 30, 1997, the excess of current replacement cost over the stated LIFO valuation of new vehicles, parts and accessories amount to \$2,387,114, \$2,503,330 and \$2,503,330 (unaudited), respectively.

DYER & DYER, INC.

NOTES TO FINANCIAL STATEMENTS -- Continued

2. INVENTORIES AND RELATED NOTES PAYABLE -- FLOOR PLAN -- Continued

Had the Company used the FIFO method of valuing new vehicle, parts and accessories inventory, pretax earnings would have been \$1,335,380, \$1,200,776 and \$3,101,173 in 1994, 1995 and 1996, respectively.

All new and certain used vehicles are pledged to collateralize floor plan notes payable to financial institutions in the amount of \$2,610,935 and \$7,146,245 at December 31, 1995 and 1996, respectively. The floor plan notes bear interest, payable monthly on the outstanding balance, at the prime rate plus 1/2% to 1 1/2% (prime rate was 8.25% at December 31, 1996). Total floor plan interest expense amounted to \$56,944, \$171,690 and \$372,590 in 1994, 1995 and 1996, respectively. The notes payable are due when the related vehicle is sold. As such, these floor plan notes payable are shown as a current liability in the accompanying balance sheets.

3. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following:

	December 31,	

June 30,	1995	1996
1997		
	-----	-----
<S>	<C>	<C>
<C>		
(Unaudited)		
Leasehold improvements.....	\$1,479,385	\$1,885,415
\$1,885,415		
Furniture and fixtures.....	1,372,801	1,546,987
1,550,022		
Other equipment.....	565,398	571,778
571,778		
Computer equipment.....	188,851	195,598
198,428		
Service vehicles.....	117,535	122,916
143,989		
	-----	-----
	3,723,970	4,322,694
4,349,632		
Less accumulated depreciation and amortization.....	(2,949,061)	(3,042,920)
(3,193,425)		
	-----	-----
Property and equipment, net.....	\$ 774,909	\$1,279,774
\$1,156,207		
	-----	-----
	-----	-----

</TABLE>

4. LEASES

The Company leases its business premises under noncancelable operating leases for five to twenty-five year terms from a partnership partially owned by the sole stockholder of the Company. Future minimum rental payments required under noncancelable leases at December 31, 1996 are as follows:

<TABLE>	
<S>	<C>
Year ending December 31:	
1997.....	\$ 754,162
1998.....	756,956

1999.....	759,832
2000.....	762,800
2001.....	765,856
Thereafter.....	5,551,504

Total.....	\$9,351,110

</TABLE>

Rent expense approximated \$711,000, \$708,000 and \$715,000 during 1994, 1995 and 1996, respectively.

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DYER & DYER, INC.
NOTES TO FINANCIAL STATEMENTS -- Continued

5. INCOME TAXES

The provision for income taxes consists of the following:

	December 31,	
	-----	-----
	1994	1995
	-----	-----
1996		
<S>	<C>	<C>
<C>		
Current:		
Federal.....	\$439,714	\$231,720
\$811,620		
State.....	47,463	40,864
143,226		
	-----	-----
	487,177	272,584
954,846		
Deferred.....	4,188	23,266
--		
	-----	-----
Total.....	\$491,365	\$295,850
\$954,846		
	-----	-----
	-----	-----

</TABLE>

Effective with the Company's S Corporation election, it was required to recapture its December 31, 1995 LIFO reserve of approximately \$2,400,000 and pay tax on that amount for both Federal and State income tax purposes. The taxes are payable in four equal annual installments beginning March 15, 1996. This conversion to S Corporation status resulted in the recognition of approximately \$955,000 in income tax expense.

As a result of the Company's change to S Corporation status on January 1, 1996 (see Note 1), it is exposed to potential future taxes on built-in gains which were present on the date of the conversion. If the planned acquisition of the net assets of the Company described in Note 1 is consummated, the disposal of tangible and intangible property which appreciated prior to the election of S Corporation status will result in the assessment of the built-in gains tax.

The pro forma provision for income taxes and the pro forma net income for the year ended December 31, 1996 and the six months ended June 30, 1996 and 1997 reflect amounts that would have been recorded had the Company's income been taxed for federal and state purposes as if it was a C Corporation.

6. RETIREMENT PLAN

The Company has a contributory 401(k) plan covering substantially all employees. Company contributions to the Plan are equal to 25% of the first 4% of participant contributions. Company contributions amounted to \$1,000, \$18,000 and \$18,000 in 1994, 1995 and 1996, respectively.

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INDEPENDENT AUDITORS' REPORT

TO THE BOARDS OF DIRECTORS AND STOCKHOLDERS OF
BOWERS DEALERSHIPS AND AFFILIATED COMPANIES
Chattanooga, Tennessee

We have audited the accompanying combined balance sheets of Bowers Dealerships and Affiliated Companies (the "Company"), which are under common ownership and management, as of December 31, 1995 and 1996, and the related combined statements of income, stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing

standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined financial position of Bowers Dealerships and Affiliated Companies as of December 31, 1995 and 1996, and the combined results of their operations and their combined cash flows for the years then ended in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE LLP

Charlotte, North Carolina

August 7, 1997 (October 16, 1997 as to Note 1)

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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES
COMBINED BALANCE SHEETS
December 31, 1995 and 1996 and June 30, 1997

	December 31,		
	1995	1996	
June 30,			
1997			-

<S>	<C>	<C>	
<C>			
(Unaudited)			
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents.....	\$ 1,385,006	\$ 2,738,432	\$
4,766,608			
Receivables.....	1,622,865	3,088,329	
2,648,740			
Inventories (Note 3).....	10,752,116	19,605,557	
30,948,007			
Other current assets (Note 7).....	994,715	2,067,241	
2,778,937			
-----			-
Total current assets.....	14,754,702	27,499,559	
41,142,292			
PROPERTY AND EQUIPMENT, NET (Note4).....	870,400	3,825,229	
4,105,822			
GOODWILL, NET (Note 1).....	978,735	4,374,573	
8,285,460			
OTHER ASSETS.....	560,729	564,240	
658,529			
-----			-
TOTAL ASSETS.....	\$17,164,566	\$36,263,601	
\$54,192,103			
-----			-
-----			-
LIABILITIES AND EQUITY			
CURRENT LIABILITIES:			
Notes payable -- floor plan (Note 3).....	\$10,187,565	\$16,695,482	
\$26,771,632			
Notes payable -- other (Note 6).....	1,770,025	3,256,407	
3,684,869			
Trade accounts payable.....	185,858	1,012,806	
1,189,736			
Accrued interest.....	69,164	105,505	
178,143			
Other accrued liabilities.....	580,745	1,397,118	
1,424,075			
Current maturities of long-term debt.....	363,851	285,469	
427,557			
-----			-
Total current liabilities.....	13,157,208	22,752,787	
33,676,012			
-----			-
LONG-TERM DEBT (Note 6).....	668,390	2,224,813	
2,332,276			
COMMITMENTS AND CONTINGENCIES (Notes 5 and 10)			

EQUITY		
Common stock of combined companies (Note 8):.....	300,000	300,000
300,000		
Retained earnings and members' and partners' equity.....	3,038,968	10,986,001
17,883,815		

Total equity.....	3,338,968	11,286,001
18,183,815		

TOTAL LIABILITIES AND EQUITY.....	\$17,164,566	\$36,263,601
\$54,192,103		

</TABLE>

See notes to combined financial statements
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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES
COMBINED STATEMENTS OF INCOME
Years ended December 31, 1995 and 1996
and the six months ended June 30, 1996 and 1997

	Year ended December 31,		Six months ended June 30,		
	1995	1996	1996	1997	
	-----		-----		
	1995	1996	1996	1997	
	-----	-----	-----	-----	
	(Unaudited)		(Unaudited)		
<S>	<C>	<C>	<C>	<C>	<C>
REVENUES:					
Vehicle sales.....	\$67,318,855	\$91,182,583	\$37,133,540	\$63,950,004	
Parts, service and collision repair.....	3,939,295	7,969,924	3,337,725	9,107,226	
Finance and insurance.....	1,843,590	2,337,303	1,107,834	1,496,912	
	-----	-----	-----	-----	
Total revenues.....	73,101,740	101,489,810	41,579,099	74,554,142	
COST OF SALES.....	63,581,225	87,756,814	35,532,069	63,945,021	
	-----	-----	-----	-----	
GROSS PROFIT.....	9,520,515	13,732,996	6,047,030	10,609,121	
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES.....	8,004,120	11,807,108	5,080,153	8,293,720	
DEPRECIATION AND AMORTIZATION.....	186,545	364,958	137,879	309,048	
	-----	-----	-----	-----	
OPERATING INCOME.....	1,329,850	1,560,930	828,998	2,006,353	
OTHER INCOME AND EXPENSE:					
Interest expense, floor plan.....	964,399	1,177,603	569,072	880,676	
Interest expense, other.....	75,365	195,954	64,374	118,666	
Other income (expense).....	(29,827)	120,511	21,714	421,730	
	-----	-----	-----	-----	
Total other expense.....	1,069,591	1,253,046	611,732	577,612	
	-----	-----	-----	-----	
INCOME BEFORE INCOME TAXES (Note 1).....	260,259	307,884	217,266	1,428,741	
PROVISION FOR INCOME TAXES.....	41,879	60,851	60,215	30,927	
	-----	-----	-----	-----	
NET INCOME.....	\$ 218,380	\$ 247,033	\$ 157,051	\$ 1,397,814	
	-----	-----	-----	-----	
PRO FORMA PROVISION FOR INCOME TAXES (Note 1)....	\$ 101,709	\$ 120,321	\$ 84,907	\$ 558,352	
	-----	-----	-----	-----	
PRO FORMA NET INCOME (Note 1).....	\$ 158,550	\$ 187,563	\$ 132,359	\$ 870,389	
	-----	-----	-----	-----	

</TABLE>

See notes to combined financial statements
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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES
COMBINED STATEMENTS OF EQUITY
Years ended December 31, 1995 and 1996
and the six months ended June 30, 1997

<TABLE>
<CAPTION>

Retained
Earnings
and
Members'
and
Partners'
Common
Stock of
Combined

Total	Companies	Equity	
Equity			
<S>	<C>	<C>	
BALANCE AT DECEMBER 31, 1994.....	\$ 300,000	\$ 1,032,746	\$
1,332,746			
Capital contribution.....	--	1,787,842	
1,787,842			
Net income.....	--	218,380	
218,380			
BALANCE AT DECEMBER 31, 1995.....	300,000	3,038,968	
3,338,968			
Capital contribution.....	--	7,700,000	
7,700,000			
Net income.....	--	247,033	
247,033			
BALANCE AT DECEMBER 31, 1996.....	300,000	10,986,001	
11,286,001			
Capital contribution (unaudited).....	--	5,500,000	
5,500,000			
Net income (unaudited).....	--	1,397,814	
1,397,814			
BALANCE AT JUNE 30, 1997 (unaudited).....	\$ 300,000	\$17,883,815	
\$18,183,815			

See notes to combined financial statements.
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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES
COMBINED STATEMENTS OF CASH FLOWS
Years ended December 31, 1995 and 1996 and
the six months ended June 30, 1996 and 1997

ended June	Year ended December 31,		Six months
	1995	1996	30,
<S>	<C>	<C>	<C>
<C>			
(Unaudited)			
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income.....	\$ 218,380	\$ 247,033	\$ 157,051
\$1,397,814			
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization.....	186,545	364,958	137,879
309,048			
Changes in assets and liabilities that relate to operations:			
(Increase) decrease in receivables.....	479,709	(1,465,463)	492,538
439,590			
(Increase) decrease in inventories.....	149,322	(2,990,886)	(129,128)
(8,623,984)			
Increase in other current assets.....	(231,440)	(1,072,526)	(538,493)
(711,698)			
Increase in other non-current assets.....	(450,803)	(3,511)	(135,291)
(94,289)			
Increase (decrease) in notes payable -- floor plan.....	(198,815)	6,507,915	2,301,244
10,076,150			
Increase (decrease) in accounts payable and accrued expenses.....	(1,151,902)	1,679,663	1,073,370
276,524			

1,671,341	Total adjustments.....	(1,217,384)	3,020,150	3,202,119

3,069,155	Net cash provided by (used in) operating activities.....	(999,004)	3,267,183	3,359,170

	CASH FLOWS FROM INVESTING ACTIVITIES:			
(6,718,465)	Purchase of business, net of cash received.....	--	(9,840,438)	(4,790,970)
(500,528)	Additions to property and equipment.....	(263,811)	(2,737,742)	(2,850,697)

(7,218,993)	Net cash used in investing activities.....	(263,811)	(12,578,180)	(7,641,667)

	CASH FLOWS FROM FINANCING ACTIVITIES:			
5,500,000	Capital contributions.....	1,787,842	7,700,000	2,700,000
500,000	Proceeds from long-term debt.....	272,084	1,872,169	1,872,169
(250,448)	Payments of long-term debt.....	(797,363)	(394,129)	(114,690)
539,000	Proceeds from notes payable -- other.....	1,410,025	1,486,382	1,600,994
(110,538)	Payments of notes payable -- other.....	(220,000)	--	--

6,178,014	Net cash provided by financing activities.....	2,452,588	10,664,422	6,058,473

2,028,176	NET INCREASE IN CASH.....	1,189,773	1,353,425	1,775,976
2,738,432	CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD.....	195,234	1,385,007	1,385,007

\$4,766,608	CASH AND CASH EQUIVALENTS, END OF PERIOD.....	\$ 1,385,007	\$ 2,738,432	\$3,160,983

	SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION --			
	Cash paid during the period for:			
926,704	Interest.....	\$ 1,021,118	\$ 1,337,216	\$ 649,259
27,620	Income taxes.....	\$ 96,391	\$ 76,081	\$ 35,636
	SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS:			
	Net liabilities recorded from combining affiliated companies.....	\$ 372,533	\$ --	\$ --
	--			

</TABLE>

See notes to combined financial statements.
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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business -- Bowers Dealerships and Affiliated Companies (the "Company") operates automobile dealerships in the Chattanooga and Nashville, Tennessee areas. The Company sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges financing and insurance. As of December 31, 1996, the Company had eight dealership locations selling new vehicles manufactured by BMW, Chrysler, Ford, Honda, Infiniti, Jaguar, and Volkswagen. Subsequent to December 31, 1996 the Company acquired a Dodge dealership. (see Note 2).

The accompanying combined financial statements include the accounts of the following entities:

<TABLE>
<CAPTION>

Name	Location	Structure
-----	-----	-----
<S>	<C>	<C>
Cleveland Village Imports, Inc.....	Chattanooga	C Corporation

Nelson Bowers Ford, L.P.....	Chattanooga	Limited Partnership
Infiniti of Chattanooga, Inc.....	Chattanooga	C Corporation
Cleveland Chrysler Plymouth Jeep Eagle, LLC.....	Chattanooga	Limited Liability Company
Jaguar of Chattanooga, LLC.....	Chattanooga	Limited Liability Company
KIA of Chattanooga.....	Chattanooga	Limited Liability Company
European Motors of Nashville LLC.....	Nashville	Limited Liability Company
European Motors LLC.....	Chattanooga	Limited Liability Company

</TABLE>

The combined financial statements have been prepared in connection with a planned acquisition of the net assets of these entities and the aforementioned Dodge dealership by Sonic Automotive ("Sonic"). Sonic will purchase the net assets of the above entities for a total purchase price of \$27.6 million, comprised of \$23.6 in cash and a \$4 million note payable. This acquisition is to be effective prior to the completion of an anticipated public offering of common stock by Sonic in 1997. The accompanying combined financial statements reflect the financial position, results of operations, and cash flows of each of the above listed dealerships. The combination of these entities has been accounted for at historical cost in a manner similar to a pooling-of-interest because the entities are under common management and control. All material intercompany transactions have been eliminated.

In connection with Volvo's approval of the sale of the Company's Volvo dealership to Sonic, Volvo, among other things, conditioned its approval upon Nelson Bowers, acquiring and maintaining a 20% interest in the subsidiary of Sonic that will operate the Volvo franchise. Mr. Bowers will finance all of the purchase price for this 20% interest by issuing a promissory note to the subsidiary of Sonic that controls the majority interest in Chattanooga Volvo. This note will be secured by Mr. Bowers' interest in Chattanooga Volvo. The principal amount of the note will be approximately \$900,000 and it will bear interest at the lowest applicable federal rate payable annually. Mr. Bowers' interest in Chattanooga Volvo will be redeemed and this note will be due and payable in full when Volvo no longer requires Mr. Bowers to maintain his interest in Chattanooga Volvo.

Revenue Recognition -- The Company records revenue when vehicles are delivered to customers, and when vehicle service work is performed. Finance and insurance commission revenue is recognized principally at the time the contract is placed with the financial institution.

Dealer Agreements -- The Company purchases substantially all of its new vehicles from manufacturers at the prevailing prices charged by the manufacturer to its franchised dealers. The Company's sales could be unfavorably impacted by the manufacturer's unwillingness or inability to supply the dealership with an adequate supply of new car inventory.

Each dealership operates under a dealer agreement with the manufacturer except Volkswagen of Nashville which operates under a management agreement which generally restricts the location, management and ownership of the respective dealership. The ability of the Company to acquire additional franchises from a particular manufacturer may be limited due to certain restrictions imposed by manufacturers. Additionally, the Company's ability to enter into significant acquisitions may be restricted and the acquisition of the Company's stock by third parties may be limited by the terms of the franchise agreement.

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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -- Continued

Cash and Cash Equivalents -- The Company considers contracts in transit and all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents. Contracts in transit represent cash in transit to the Company from finance companies related to a vehicle purchase, and was \$654,165 and \$1,702,294 at December 31, 1995 and 1996, respectively.

Inventories -- Inventories of new and used vehicles, including demonstrators, are valued at the lower of first-in, first-out ("FIFO") cost or market, and parts and accessories are stated at the lower of specific cost or market.

Property and Equipment -- Property and equipment are stated at cost. Depreciation is computed using straight-line and accelerated methods over the estimated useful lives of the assets. The range of estimated useful lives is as follows:

<TABLE>	
<CAPTION>	
	Useful Lives

<S>	<C>
Building.....	31.5-39
Office equipment and fixtures.....	5-7
Parts, service equipment and vehicles.....	7

</TABLE>

Leasehold improvements are amortized over the lesser of the terms of their respective leases or the estimated useful lives of the related assets.

Expenditures for maintenance and repairs are expensed as incurred.

Significant betterments are capitalized.

Goodwill -- Goodwill represents the excess of purchase price over the

estimated fair value of the net assets acquired and is being amortized over a 40 year period. The cumulative amount of goodwill amortization at December 31, 1995 and 1996 was \$33,561 and \$87,723, respectively.

The Company periodically reviews goodwill for impairment by comparing the carrying amount of goodwill with the estimated undiscounted future cash flows from operations of the acquired business.

Income Taxes -- With the exception of Infiniti of Chattanooga, Inc. and Cleveland Village Imports, Inc., all entities included in the accompanying combined financial statements are either S Corporations, Limited Partnerships or Limited Liability Companies (LLC). As such, these entities do not pay Federal corporate income taxes on their taxable income. In addition, the Limited Partnerships and LLC's are not subject to state income taxes. The stockholders or partners are liable for individual income taxes on their respective shares of the Company's taxable income.

Because Infiniti of Chattanooga, Inc. and Cleveland Village Imports, Inc. is a C Corporation, federal and state income taxes are provided for in the financial statements and consist of taxes currently due plus deferred taxes. In addition, the S Corporations are subject to Tennessee income taxes which are provided for in the financial statements. Income taxes are provided for income taxes using the balance sheet method. Deferred taxes result primarily from warranty accruals and the accelerated depreciation method used for income tax purposes. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. In addition, deferred tax assets are recognized for state operating losses that are available to offset future taxable income.

The pro forma provision for income taxes and the pro forma net income for the years ended December 31, 1995 and 1996, and for the six months ended June 30, 1996 and 1997 reflect amounts that would have been recorded had the Company's income been taxed for federal and state purposes as if it was a C Corporation.

Concentrations of Credit Risk -- Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash deposits. At times, amounts invested with financial institutions may exceed FDIC insurance limits.

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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -- Continued

Concentrations of credit risk with respect to receivables are limited primarily to automobile manufacturers and financial institutions. Credit risk arising from trade receivables from commercial customers is reduced by the large number of customers comprising the trade receivables balances. Trade receivables are concentrated in the Company's two market areas of Chattanooga and Nashville, Tennessee.

Use of Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising -- The Company expenses advertising costs in the period incurred. Advertising expense amounted to \$744,674 and \$1,132,263 for 1995 and 1996, respectively.

Impairment of Long-Lived Assets -- Effective January 1, 1996, the Company adopted the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. This statement requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may be impaired. Adoption of SFAS No. 121 did not have a material impact on the Company's results of operations or financial position.

Interim Financial Information -- The accompanying unaudited financial information for the six months ended June 30, 1997 has been prepared on substantially the same basis as the audited financial statements, and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the financial information set forth therein. The results of interim periods are not necessarily indicative of results to be expected for the entire fiscal year.

2. BUSINESS ACQUISITIONS

European Motors LLC -- In May 1996, the Company acquired European Motors LLC for a total purchase price of \$4,790,970. The acquisition has been accounted for as a purchase and the results of operations of European Motors LLC have been included in the accompanying combined financial statements from the date of acquisition. The total purchase price has been allocated to the assets and liabilities acquired at their estimated fair market value at acquisition date as follows:

<TABLE>	
<S>	<C>
Inventory.....	\$3,840,970
Property and equipment.....	250,000
Goodwill.....	700,000

Total..... \$4,790,970

</TABLE>

European Motors of Nashville, Inc. -- In October 1996, the Company acquired European Motors of Nashville, Inc. The total purchase price was \$5,049,468. The acquisition has been accounted for using purchase accounting and the results of operations of this dealership has been included in the accompanying combined financial statements from the date of acquisition. The total purchase price has been allocated to the assets and liabilities acquired at their estimated fair market value at acquisition date as follows:

<TABLE>	
<S>	<C>
Inventory.....	\$2,003,086
Property and equipment.....	296,382
Goodwill.....	2,750,000

Total.....	\$5,049,468

</TABLE>

Dodge of Chattanooga -- On March 1, 1997, the Company acquired Dodge of Chattanooga for a total purchase price of \$6,718,465. The acquisition has been accounted for as a purchase and the results of operations of Dodge of Chattanooga have been included in the accompanying unaudited combined financial statements from the date of acquisition through June 30,

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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

2. BUSINESS ACQUISITIONS -- Continued

1997. The purchase price has been allocated to the assets and liabilities acquired at their estimated fair market value at acquisition date as follows:

<TABLE>	
<S>	<C>
Inventory.....	\$2,718,465
Goodwill.....	4,000,000

Total.....	\$6,718,465

</TABLE>

The following unaudited pro forma financial data is presented as if European Motors of Nashville, Inc. and European Motors LLC were acquired on January 1, 1995 and January 1, 1996, respectively.

<TABLE>	
<CAPTION>	
	Year ended December 31,

	1995 1996

<S>	<C>
Revenues.....	\$130,223,683 \$136,389,810

Net income.....	\$ 694,050 \$ 476,033

</TABLE>

The following unaudited pro forma financial data is presented as if Dodge of Chattanooga, Inc. was acquired on January 1, 1996 and January 1, 1997, respectively:

<TABLE>	
<CAPTION>	
	Six months ended June 30,

	1996 1997

<S>	<C>
Revenues.....	\$57,230,202 \$78,452,142

Net income.....	\$ 635,737 \$ 1,404,814

</TABLE>

The pro forma information presented above is not necessarily indicative of the operating results that would have occurred had European Motors of Nashville, Inc. and European Motors LLC been acquired on January 1, 1995 and 1996,

respectively and Dodge of Chattanooga on January 1, 1996 and January 1, 1997. These results are also not necessarily indicative of the results of future operations.

3. INVENTORIES AND RELATED NOTES PAYABLE -- FLOOR PLAN

Inventories consist of the following:

June 30, 1997	December 31,		
	1995	1996	
<S>	<C>	<C>	-
<C>			
(Unaudited)			
New vehicles..... \$19,572,873	\$ 8,261,122	\$13,622,029	
Used vehicles..... 9,235,162	1,911,689	4,178,998	
Parts and accessories..... 1,837,802	564,263	1,707,880	
Other..... 302,170	15,042	96,650	
Total..... \$30,948,007	\$10,752,116	\$19,605,557	

All new and certain used vehicles are pledged to collateralize floor plan notes payable to financial institutions in the amount of \$10,187,565 and \$16,695,482 at December 31, 1995 and 1996, respectively. The floor plan notes bear interest, that fluctuates with prime and are payable monthly on the outstanding balance, ranging from 6.25% to 9.75% at December 31, 1996. Total floor plan interest expense amounted to \$964,399 and \$1,177,603 in 1995 and 1996, respectively. The notes payable are due when the related vehicle is sold. As such, these floor plan notes payable are shown as a current liability in the accompanying combined balance sheets.

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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

4. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following:

June 30, 1997	December 31,		
	1995	1996	
<S>	<C>	<C>	-
<C>			
(Unaudited)			
Land..... 638,557	\$ --	\$ 608,307	\$
Buildings and improvements..... 1,723,644	22,149	1,723,644	
Office equipment and fixtures..... 1,422,551	844,823	1,208,546	
Parts and service equipment..... 1,491,388	630,827	1,200,983	
Leasehold improvements..... 262,261	254,693	262,260	
5,538,401	1,752,492	5,003,740	
Less accumulated depreciation..... 1,432,579	882,092	1,178,511	
Property and equipment, net..... 4,105,822	\$ 870,400	\$ 3,825,229	\$

5. OPERATING LEASES

The Company leases its business premises under noncancelable operating leases for one to twenty-six year terms. Future minimum rental payments required under nonconcealable leases at December 31, 1996 are as follows:

Year ending December 31:	
1997.....	\$ 929,765
1998.....	687,431
1999.....	387,120
2000.....	387,120
2001.....	387,120
Thereafter.....	4,994,184
Total.....	\$7,772,740

Rent expense under these noncancelable leases amounted to \$458,999 and \$740,187 during 1995 and 1996, respectively.

6. FINANCING ARRANGEMENTS

Notes payable-other consists of a demand note to a bank and advances principally from a stockholder. The stockholder advances are restricted to investment in a cash management fund sponsored by finance companies. Other current assets at December 31, 1995 and 1996 include \$797,000 and \$1,041,000, respectively, of restricted cash in the cash management fund.

Notes payable-other consist of the following:

	December 31,		June 30,
	1995	1996	1997
Unsecured stockholder advances restricted for investment -- due on demand, interest ranging from 8.5% to 9.25%.....	\$ 552,000	\$1,041,000	\$ 1,580,000
Other unsecured non-interest bearing stockholder advances due on demand.....	1,218,025	2,215,407	2,104,869
Notes payable -- other.....	\$1,770,025	\$3,256,407	\$ 3,684,869

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BOWERS DEALERSHIPS
AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

6. FINANCING ARRANGEMENTS -- Continued

Long-term debt consists of the following:

	December 31,		June 30,
	1995	1996	1997
Mortgage note payable on land and building with a carrying value of \$2,302,487, interest payable at 8.9%, due June 1, 2001.....	\$ --	\$1,799,152	\$ 1,767,753
Note payable due to stockholder, interest payable at 9.5%, due December 31, 2001.....	564,000	564,000	564,000
Note payable related to purchase of dealership, due February 28, 1999.....	--	--	333,333
Notes payable for equipment with a carrying value of \$76,608, interest payable ranging from 9.6% to 11.18%, payable in full November 15, 1997.....	109,380	76,199	45,332
Note payable on company owned vehicles, with a carrying value of approximately \$20,253, bearing interest at 9.5%.....	298,861	20,253	--
Note payable to an unrelated car dealership, due December 3, 1999.....	60,000	45,000	45,000
Note payable -- other.....	--	5,678	4,415
	1,032,241	2,510,282	2,759,833
Less current maturities.....	(363,851)	(285,469)	(427,557)
Long-term debt.....	\$ 668,390	\$2,224,813	\$ 2,332,276

</TABLE>

Future maturities of the above debt at December 31, 1996 are as follows:

<TABLE>	
<S>	
<C>	
Year ending December 31:	
1997.....	\$ 285,469
1998.....	259,650
1999.....	372,930
2000.....	89,829
2001.....	1,502,404
Total.....	\$2,510,282

</TABLE>

7. RELATED PARTIES

The Company operates certain dealerships at facilities leased from affiliated companies. The leases are classified as operating leases. Future minimum rent payments are \$483,390 in 1997, \$387,390 annually through 2001 and \$4,994,184 thereafter. Rent expense in 1995 and 1996 for these leases amounted to \$315,390 and \$441,390, respectively.

The Company has made advances non-interest bearing advances to stockholders totaling \$403,415, which was outstanding as of December 31, 1995 and 1996 and June 30, 1997, respectively. These amounts are reflected in other non-current assets in the accompanying combined balance sheets.

The Company also made advances to stockholders totaling \$459,818, which primarily relates to the purchase of real estate and the construction of a facility owned by an entity affiliated through common ownership. This amount is included in other current assets, as it is the opinion of Company management that this amount will be collected in full by December 31, 1997.

The Company purchases advertising services from an entity affiliated through common ownership. Advertising expenses from services received from this entity included in the accompanying statements of operations for the years ended December 31, 1995 and 1996 was \$422,777 and \$412,982, respectively.

The Company sells extended warranty contracts to customers related to vehicle sales through warranty contracts procured from an entity affiliated through common ownership. Total premiums paid to this affiliated entity for these contracts totaled \$389,620 and \$453,850 for the years ended December 31, 1995 and 1996, respectively.

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BOWERS DEALERSHIPS AND AFFILIATED COMPANIES

NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

7. RELATED PARTIES -- Continued

The Company purchases products and services from an entity affiliated through common ownership relative to automobile etching and automobile pack products sold to customers. Total products and services purchased for the years ended December 31, 1995 and 1996 was \$69,733 and \$97,164 respectively.

For the year ended December 31, 1996, the Company paid \$23,760 for services provided to an automobile auction entity which is related through common ownership.

8. EQUITY

During 1997, an entity affiliated through common ownership began paying the salaries of certain executive officers and other selling, general and administrative expenses relating to the Company. The affiliated company charged the Company management fees during the six months ended June 30, 1997 totaling \$864,000 for the reimbursement of amounts paid by the affiliate on behalf of the Company.

The capital structure of the entities included in the combined financial statements of the Company at December 31, 1995 is as follows:

<TABLE>						
<CAPTION>						
		Common Stock				
		Shares				
		Par	Shares	Issued and	and	
		Value	Authorized	Outstanding	Amount	
		-----	-----	-----	-----	--
<S>		<C>	<C>	<C>	<C>	<C>
Cleveland Village Imports, Inc.....	552,817	No par	2,000	2,000	\$ 300,000	\$
Nelson Bowers Ford, L.P.....	759,039					--
Cleveland Chrysler Plymouth Jeep Eagle, LLC.....	562,328					--
Jaguar of Chattanooga, LLC.....						--

LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
 COMBINED BALANCE SHEETS
 December 31, 1996 and June 30, 1997

<TABLE>
 <CAPTION>

	December 31, 1996	
June 30, 1997	-----	-

<S>	<C>	
<C>		
 (Unaudited)		
ASSETS (Note 4)		
CURRENT ASSETS:		
Cash and cash equivalents.....	\$ 3,491,358	\$
3,466,789		
Receivables.....	1,998,315	
2,535,247		
Inventories (Note 2).....	23,603,843	
22,778,488		
Prepaid expenses.....	--	
243,870		

Total current assets.....	29,093,516	
29,024,394		

PROPERTY AND EQUIPMENT, NET (Note 3).....	485,880	
566,875		

OTHER ASSETS (NOTE 6):		
Due from employees.....	281,497	
302,628		
Due from related partnership.....	159,554	
159,554		

Total other assets.....	441,051	
462,182		

TOTAL ASSETS.....	\$30,020,447	
\$30,053,451		

LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Notes payable-floor plan (Note 2).....	\$25,957,314	
\$25,865,010		
Trade accounts payable.....	1,364,121	
1,351,664		
Note payable to bank (Note 4).....	68,168	
27,644		
Other accrued liabilities.....	765,620	
472,485		
Current maturities of long-term debt.....	142,857	
71,429		

Total current liabilities.....	28,298,080	
27,788,232		

LONG-TERM DEBT (Note 4).....	785,715	
785,714		

COMMITMENTS (Note 5)		
STOCKHOLDERS' EQUITY:		
Common stock of combined companies.....	75,000	
75,000		

Paid-in capital.....	600,009	600,009	
Retained earnings.....	804,496	261,643	
-----		-----	-
Total stockholders' equity.....	1,479,505	936,652	
-----		-----	-
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY.....	\$30,053,451	\$30,020,447	
-----		-----	-
-----		-----	-

See notes to combined financial statements.
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LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
COMBINED STATEMENTS OF INCOME

Year ended December 31, 1996 and six months ended June 30, 1996 and 1997

	Year Ended	Six months ended	
	December 31,	-----	
	1996	1996	
	-----	-----	-
(Unaudited)			
REVENUES:			
Vehicle sales.....	\$124,538,878	\$55,071,168	
\$69,798,274			
Finance and insurance.....	3,617,296	1,773,355	
1,949,987			
Parts and service.....	9,543,187	4,371,529	
5,321,329			
-----		-----	-
Total revenues.....	137,699,361	61,216,052	
77,069,590			
COST OF SALES.....	121,806,212	53,845,015	
68,272,355			
-----		-----	-
GROSS PROFIT.....	15,893,149	7,371,037	
8,797,235			
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES.....	14,215,002	6,736,729	
6,937,071			
DEPRECIATION AND AMORTIZATION.....	88,987	37,414	
46,900			
-----		-----	-
OPERATING INCOME.....	1,589,160	596,894	
1,813,264			
-----		-----	-
OTHER INCOME AND EXPENSE:			
Interest expense, floor plan.....	1,552,250	588,951	
1,185,518			
Interest expense, other.....	49,540	2,880	
67,647			
Other income.....	257,747	113,277	
176,322			
-----		-----	-
Total other expense.....	1,344,043	478,554	
1,076,843			
-----		-----	-
NET INCOME.....	\$ 245,117	\$ 118,340	\$
736,421			
-----		-----	-
-----		-----	-
PRO FORMA INCOME TAX PROVISION			

(Note 1).....	\$	97,213	\$	46,934	\$
292,138					

PRO FORMA NET INCOME					
(Note 1).....	\$	147,904	\$	71,406	\$
444,283					

See notes to combined financial statements.
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LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
COMBINED STATEMENTS OF STOCKHOLDERS' EQUITY

Year ended December 31, 1996 and six months ended June 30, 1997

Total	Common Stock			
	Shares	Amount	Paid-in Capital	Retained Earnings
Stockholders' Equity				
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
BALANCE AT DECEMBER 31, 1995.....	75	\$75,000	\$475,009	\$728,963
\$1,278,972				
Capital contribution.....	--	--	125,000	--
125,000				
Net income.....	--	--	--	245,117
245,117				
Distributions to owners.....	--	--	--	(712,437)
(712,437)				
-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1996.....	75	75,000	600,009	261,643
936,652				
Net income (unaudited).....	--	--	--	736,421
736,421				
Distributions to owners (unaudited).....	--	--	--	(193,568)
(193,568)				
-----	-----	-----	-----	-----
BALANCE AT JUNE 30, 1997 (unaudited).....	75	\$75,000	\$600,009	\$804,496
\$1,479,505				
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----

See notes to combined financial statements.
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LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
COMBINED STATEMENTS OF CASH FLOWS

Year ended December 31, 1996 and the six months ended June 30, 1996 and 1997

ended June 30,	Year ended	
	December 31, 1996	Six months 1996
-----	-----	-----
1997		
-----	-----	-----
<S>	<C>	<C>
<C>		
(Unaudited)		
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income.....	\$	245,117
736,421		\$
		118,340
		\$

Adjustments to reconcile net income to net cash provided by (used in)

operating activities:			
Bad debts and repossessions.....	44,523	--	
9,910			
Depreciation and amortization expense.....	88,987	37,414	
46,900			
Increase in LIFO reserve.....	169,316	177,898	
324,486			
Changes in assets and liabilities that relate to operations:			
Increase in receivable.....	(533,128)	(417,366)	
(546,842)			
Increase (decrease) in inventories.....	(10,887,995)	1,039,475	
500,867			
Increase (decrease) in prepaid expenses.....	15,895	(271,689)	
(243,870)			
(Increase) decrease in accounts payable.....	109,802	(240,517)	
(12,456)			
(Increase) decrease in notes payable floor plan.....	13,226,616	547,291	
(92,304)			
(Increase) decrease in other accrued liabilities.....	488,012	1,281,747	
(293,135)			

Total adjustments.....	2,722,028	2,154,253	
(306,444)			

Net cash provided by operating activities.....	2,967,145	2,272,593	
429,977			

CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment.....	(282,711)	(141,084)	
(127,895)			
Advances to employees -- net.....	(86,179)	(87,558)	
(21,131)			
Advances to related partnership -- net.....	(159,553)	--	
--			

Net cash used in investing activities.....	(528,443)	(228,642)	
(149,026)			

CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from bank note.....	100,000	100,000	
--			
Payments on bank note.....	(69,331)	(30,214)	
(40,524)			
Proceeds from long-term debt.....	1,000,000	1,000,000	
--			
Payments on long-term debt.....	(71,429)	--	
(71,428)			
Capital contribution.....	125,000	--	
--			
Distributions to owners.....	(712,437)	(540,205)	
(193,568)			

Net cash provided by (used in) financing activities.....	371,803	529,581	
(305,520)			

NET INCREASE (DECREASE) IN CASH.....	2,810,505	2,573,532	
(24,569)			
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD.....	680,853	680,853	
3,491,358			

CASH AND CASH EQUIVALENTS, END OF PERIOD.....	\$ 3,491,358	\$ 3,254,385	\$
3,466,789			

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the period for interest.....	\$ 1,601,790	\$ 591,831	\$
1,253,165			

</TABLE>

See notes to combined financial statements.

LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
 NOTES TO COMBINED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business -- Lake Norman Dodge, Inc. and Affiliated Companies' (the "Company") operates two automobile dealerships in the Charlotte, North Carolina area. The Company sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related financing and insurance.

The combined financial statements include the accounts of Lake Norman Dodge, Inc. ("LND") and its subsidiary, Lake Norman Chrysler-Plymouth-Jeep-Eagle, LLC ("LNCPJE") and certain proprietorships of Phil Gandy and Quinton Gandy. LND is 100% owned by Phil Gandy and Quinton Gandy. All significant intercompany balances and planned transactions have been eliminated in combination.

The combined financial statements have been prepared in connection with a planned acquisition of the net assets of these entities by Sonic Automotive, Inc. ("Sonic"). In May 1997, the Company signed a definitive purchase agreement whereby its outstanding capital stock would be acquired by Sonic for \$18,200,000. This acquisition was consummated on September 29, 1997, and is being done in contemplation of an anticipated public offering of common stock by Sonic in 1997.

The accompanying combined financial statements reflect the financial position, results of operations, and cash flows of each of the above listed entities. The combination of these entities has been accounted for at historical cost in a manner similar to a pooling-of-interest because the entities are under common management and control. All material intercompany transactions have been eliminated.

LNCPJE was organized on March 18, 1996, as a North Carolina limited liability company and commenced operations on July 1, 1996. The certain proprietorships of Phil Gandy and Quinton Gandy include commissions earned related to sales of extended warranty contracts through LND and LNCPJE, which were paid directly to Phil Gandy and Quinton Gandy at the option of LND and LNCPJE. Earned commissions relating to the sales of these contracts reflect a recurring transaction relating to the dealerships and therefore these proprietorships have been included in the accompanying combined financial statements.

Revenue Recognition -- The Company records revenue when vehicles are delivered to customers, and when vehicle service work is performed. Finance and insurance commission revenue is recognized principally at the time the contract is placed with the financial institutions.

Dealer Agreements -- The Company purchases substantially all of its new vehicles from manufacturers at the prevailing prices charged by the manufacturer to its franchised dealers. The Company's sales could be unfavorably impacted by the manufacturers' unwillingness or inability to supply the dealership with an adequate supply of new car inventory.

Each dealership operates under a dealer agreement with the manufacturer which generally restricts the location, management and ownership of the respective dealership. The ability of the Company to acquire additional franchises from a particular manufacturer may be limited due to certain restrictions imposed by manufacturers. Additionally, the Company's ability to enter into significant acquisitions may be restricted and the acquisition of the Company's stock by third parties may be limited by the terms of the franchise agreement.

Cash and Cash Equivalents -- The Company considers contracts in transit and all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents. Contracts in transit represent cash in transit to the Company from finance companies related to vehicle purchases, and was \$2,110,467 at December 31, 1996.

Inventories -- Inventories of new vehicles, including demonstrators, are valued at the lower of last-in, first-out ("LIFO") cost or market. Inventories of used vehicles are stated at the lower of first-in, first-out ("FIFO") cost or market, and parts and accessories are stated at the lower of specific cost or market.

Property and Equipment -- Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the assets using primarily accelerated methods. The range of estimated useful lives is as follows:

<TABLE>
 <CAPTION>

	Useful lives

<S>	<C>
Parts and service equipment.....	5 years
Office equipment and fixtures.....	5-7 years
Company vehicles.....	5 years

</TABLE>

LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
 NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -- Continued

Leasehold improvements are amortized over the lesser of the terms of their

respective leases or the estimated useful lives of the related assets.

Expenditures for maintenance and repairs are expensed as incurred. Significant betterments are capitalized.

Income Taxes -- LND has elected to be treated as an S Corporation for federal and state income tax purposes, and LNCPJE is a limited liability company (LLC). As such the stockholders and members, respectively, include their pro rata share of the Company's taxable income for the year in their individual income tax returns. The proprietorship income of Phil and Quinton Gandy combined herein is also included in their personal income tax returns. Accordingly, no provision for federal or state income taxes has been included in the accompanying combined statement of income.

The pro forma provision for income taxes and the pro forma net income for the year ended December 31, 1996 and for the six months ended June 30, 1996 and 1997 reflect amounts that would have been recorded had the Company's income been taxed for federal and state purposes as if it was a C Corporation.

Concentrations of Credit Risk -- Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash deposits. At times, amounts invested with financial institutions may exceed FDIC insurance limits.

Concentrations of credit risk with respect to receivables are limited primarily to automobile manufacturers and financial institutions. Credit risk arising from trade receivables from commercial customers is reduced by the large number of customers comprising the trade receivables balances. Trade receivables are concentrated in the Charlotte, North Carolina metropolitan area.

Use of Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Costs -- The Company expenses all costs of advertising when incurred. Advertising costs of \$1,828,534 are included in operating expenses for 1996.

Interim Financial Information -- The accompanying unaudited financial information for the six months ended June 30, 1997 has been prepared on substantially the same basis as the audited financial statements, and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the financial information set forth therein. The results for interim periods are not necessarily indicative of the results to be expected for the entire fiscal year.

The combined statement of income for the year ended December 31, 1996 includes expenses approximating \$1,200,000 for discretionary bonuses to stockholders determined at year end. Of this amount approximately \$565,000 was incurred through June 30, 1996. Given the planned acquisition by Sonic, it is uncertain if a similar discretionary bonus will be awarded in 1997. As such, no bonus has been accrued through June 30, 1997.

2. INVENTORIES AND RELATED NOTES PAYABLE -- FLOORPLAN

Inventories consist of the following:

<TABLE>	
<CAPTION>	
June 30,	December 31,
1997	1996
-----	-----
<S>	<C>
<C>	
(Unaudited)	
New vehicles.....	\$ 16,617,268
\$18,626,219	
Used vehicles.....	6,437,598
3,720,437	
Parts and accessories.....	548,977
431,832	
-----	-----
Total.....	\$ 23,603,843
\$22,778,488	
-----	-----
-----	-----
</TABLE>	

Had the Company used the FIFO method of valuing new vehicle inventory, inventories would have been \$1,564,142 higher and net income would have been \$414,432 as of and for the year ended December 31, 1996. The inventory balance is generally reduced by the manufacturer's purchase discounts and such reduction is not reflected in the related floor plan

2. INVENTORIES AND RELATED NOTES PAYABLE -- FLOORPLAN -- Continued
 liability. These manufacturer purchase discounts are standard in the industry, typically occur on all new vehicle purchases, and are not used to offset the related floor plan liability. These discounts are aggregated and generally paid by the manufacturer on a quarterly basis. The related floor plan liability becomes due as vehicles are sold.

All new and certain used vehicles are pledged to collateralize floor plan notes payable to financial institutions in the amount of \$25,957,314 at December 31, 1996. The floor plan notes bear interest, payable monthly on the outstanding balance, at the prime rate plus 0.5% (8.75% at December 31, 1996). Total floor plan interest expense amounted to \$1,552,250 in 1996. The notes payable are due when the related vehicle is sold. As such, these floor plan notes payable are shown as a current liability in the accompanying balance sheet.

3. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following:

<u><TABLE></u> <CAPTION>	December 31, 1996	June 30, 1997
<S>	<C>	<C>
Service equipment.....	\$ 309,944	\$ 373,652
Parts and accessory equipment.....	35,480	38,876
Vehicles.....	11,809	53,898
Furniture and fixtures.....	212,155	278,479
Leasehold improvements.....	460,097	497,345
	-----	-----
	1,029,485	1,242,250
Less accumulated depreciation.....	(543,605)	(675,375)
	-----	-----
Property and equipment, net.....	\$ 485,880	\$ 566,875
	-----	-----

</TABLE>

4. NOTE PAYABLE TO BANK AND LONG-TERM DEBT

The note payable with a balance of \$68,168 at December 31, 1996 is due in monthly installments of \$7,172, including interest at 8.25%, through October, 1997. The note is collateralized by modular buildings used in Company operations.

In July, 1996, the Company borrowed \$1,000,000 from Chrysler Financial Corporation. Payments of \$11,905 plus interest at prime plus .5% (8.75% at December 31, 1996) are due monthly, through July, 2003. The loan is collateralized by a security interest in all assets of LNCPJE. Principal is due as follows:

<u><TABLE></u> <S>	<C>
Year ending December 31:	
1997.....	\$142,857
1998.....	142,857
1999.....	142,857
2000.....	142,857
2001.....	142,857
2002.....	142,857
Thereafter.....	71,430

	928,572
Less current maturities.....	142,857

Long-term debt.....	\$785,715

</TABLE>

5. OPERATING LEASES

The Company leases its operating facilities from its shareholders under three separate leases expiring March, 2000 and June, 2001. Monthly payments under these leases at December 31, 1996, total \$83,000. One of these leases has an option for renewal for two additional five year terms. The Company pays all operating costs such as utilities, repairs, maintenance and

LAKE NORMAN DODGE, INC. AND AFFILIATED COMPANIES
 NOTES TO COMBINED FINANCIAL STATEMENTS -- Continued

5. OPERATING LEASES -- Continued

insurance relating to these facilities. Total payments made to related parties under these leases in 1996 were \$786,000 exclusive of operating costs.

At December 31, 1996 future minimum rental payments under these operating leases are as follows:

<u><TABLE></u> <CAPTION>	<C>
Year	

<S>	

1997.....	\$ 996,000
1998.....	996,000
1999.....	996,000
2000.....	564,000
2001.....	210,000

Total.....	\$3,762,000

</TABLE>

The Company leases automobiles through Chrysler Finance under twenty-four and thirty-six month agreements expiring at various dates. The Company pays monthly rental of varying amounts. In addition, the Company pays all operating costs, including insurance, repairs, and maintenance. Payments under automobile leases were \$170,800 in 1996.

At December 31, 1996, minimum future lease payments under these leases are as follows:

<TABLE>	
<S>	<C>
1997.....	\$216,000
1998.....	81,000

Total.....	\$297,000

</TABLE>

6. RELATED PARTIES

Due from Related Parties -- Due from employees includes \$219,878 due from shareholders. These amounts bear interest at the prevailing U. S. Treasury rates for short-term debt, are noncollateralized and have no specific repayment terms.

Amounts due from related partnership are noninterest bearing, noncollateralized and have no specific repayment terms.

7. EMPLOYEE SAVINGS PLAN

The Company operates a savings plan under Section 401(k) of the Internal Revenue Code. This plan allows employees to defer a portion of their income on a pre-tax basis through plan contributions. The Company makes matching contributions up to 2% of employee salary. Company contributions to the plan in 1996 totaled \$56,800. The Company also paid plan expenses of \$1,312.

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INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF
KEN MARKS FORD, INC.
Clearwater, Florida

We have audited the accompanying balance sheet of Ken Marks Ford, Inc. (the "Company") as of April 30, 1997, and the related statements of income, stockholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ken Marks Ford, Inc. as of April 30, 1997, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE LLP
Charlotte, North Carolina
August 26, 1997 (October 15, 1997 as to Note 1)

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KEN MARKS FORD, INC.
BALANCE SHEETS
April 30, 1997 and July 31, 1997

<TABLE>
<CAPTION>

July 31,
1997

April 30,
1997

<S>
<C>

<C>

(Unaudited)
ASSETS (Note 4)

CURRENT ASSETS:		
Cash and cash equivalents.....	\$ 2,504,102	\$
2,937,429		
Receivables.....	2,374,483	
1,558,416		
Inventories (Note 2).....	11,216,499	
11,809,574		
Prepaid expenses and other current assets.....	529,633	
265,122		
Deferred income taxes (Note 5).....	91,742	
91,742		
-----	-----	-
TOTAL CURRENT ASSETS.....	16,716,459	
16,662,283		
PROPERTY AND EQUIPMENT (Note 3).....	470,738	
530,257		
OTHER ASSETS.....	14,000	
14,000		
-----	-----	-
TOTAL ASSETS.....	\$17,201,197	
\$17,206,540		
-----	-----	-
-----	-----	-
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Notes payable -- floor plan (Note 2).....	\$12,557,574	
\$12,720,185		
Trade accounts payable.....	678,252	
691,537		
Accrued payroll and bonuses.....	836,425	
718,767		
Other accrued liabilities (Note 7).....	777,388	
541,500		
Allowance for insurance, service contract and finance income chargebacks.....	224,544	
224,544		
Income tax payable (Note 5).....	15,161	
0		
-----	-----	-
TOTAL CURRENT LIABILITIES.....	15,089,344	
14,896,533		
-----	-----	-
DEFERRED INCOME TAXES (Note 5).....	17,705	
17,705		
COMMITMENTS AND CONTINGENCIES (Notes 6 and 7)		
STOCKHOLDERS' EQUITY:		
Common stock, \$1.00 par value, 500 shares authorized and issued.....	500	
500		
Paid-in capital.....	423,800	
423,800		
Retained earnings.....	1,669,848	
1,868,002		
-----	-----	-
Total stockholders' equity.....	2,094,148	
2,292,302		
-----	-----	-
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY.....	\$17,201,197	
\$17,206,540		
-----	-----	-
-----	-----	-

</TABLE>

See notes to financial statements.

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KEN MARKS FORD, INC.
STATEMENTS OF INCOME

Year ended April 30, 1997 and three months ended July 31, 1996 and 1997

<TABLE>

<CAPTION>

ended July		Three months
	Year Ended	31,
	April 30,	-----
-----	1997	1996

1997

<S>	<C>	<C>	-
<C>			
(Unaudited)			
REVENUES:			
Vehicle sales.....	\$130,045,246	\$33,823,641	
\$33,167,639			
Parts, service and collision repairs.....	13,116,124	3,660,782	
2,930,561			
Finance and insurance.....	2,188,071	596,854	
529,109			

Total revenues.....	145,349,441	38,081,277	
36,627,309			
COST OF SALES.....	126,870,910	33,111,680	
32,195,397			

GROSS PROFIT.....	18,478,531	4,969,597	
4,431,912			
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES (Note 7).....	15,743,940	4,034,940	
3,644,179			
DEPRECIATION AND AMORTIZATION.....	100,771	20,846	
20,302			

OPERATING INCOME.....	2,633,820	913,811	
767,431			
OTHER INCOME AND EXPENSE:			
Interest expense, floor plan (Note 2).....	2,008,468	480,132	
485,358			
Other income.....	140,916	16,189	
40,654			

Total other income and expense.....	1,867,552	463,943	
444,704			

INCOME BEFORE INCOME TAXES.....	766,268	449,868	
322,727			
PROVISION FOR INCOME TAXES (Note 5).....	295,988	173,649	
124,573			

NET INCOME.....	\$ 470,280	\$ 276,219	\$
198,154			

</TABLE>			

See notes to financial statements.
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KEN MARKS FORD, INC.
STATEMENTS OF STOCKHOLDERS' EQUITY
Year ended April 30, 1997 and three months ended July 31, 1997

<TABLE>				
<CAPTION>				
Total	Common	Paid-in	Retained	
Stockholders'	Stock	Capital	Earnings	
Equity	-----	-----	-----	-
<S>	<C>	<C>	<C>	
<C>				
BALANCE				
APRIL 30, 1996.....	\$ 500	\$423,800	\$1,219,568	\$
1,643,868				
Dividends.....	--	--	(20,000)	
(20,000)				
Net income.....	--	--	470,280	
470,280				

BALANCE				

APRIL 30, 1997.....	\$ 500	\$423,800	\$1,669,848	\$
2,094,148				
Net income (unaudited).....	--	--	198,154	
198,154				

BALANCE				
JULY 31, 1997 (unaudited).....	\$ 500	\$423,800	\$1,868,002	\$
2,292,302				

See notes to financial statements.
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KEN MARKS FORD, INC.
STATEMENTS OF CASH FLOWS
Year ended April 30, 1997 and three months ended
July 31, 1996 and 1997

	Year ended	Three months
ended July 31,	April 30, 1997	ended July 31,
-----	-----	-----
1996		

<S>	<C>	<C>
(Unaudited)		
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income.....	\$ 470,280	\$
276,219		

Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization.....	100,771	
20,846		
Deferred income taxes.....	13,763	
6,600		
Loss on disposal of property and equipment.....	45,192	
--		
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable.....	(1,033,143)	
323,213		
(Increase) decrease in inventories.....	5,197,288	
1,129,058		
(Increase) decrease in prepaid expenses.....	429,467	
(595,810)		
Decrease in due from related parties.....	134,141	
--		
Increase (decrease) in notes payable, floor plan.....	(3,401,971)	
(663,355)		
Increase in trade accounts payable.....	322,319	
219,902		
Decrease in accrued payroll and bonuses.....	(284,875)	
(400,442)		
Increase (decrease) in accrued expenses and other payables.....	(848,544)	
484,719		
Decrease in allowance for insurance, service contract and finance income chargebacks.....	(85,107)	
--		
Increase (decrease) in income tax payable.....	(39,839)	
112,049		

Total adjustments.....	549,462	
636,780		

Net cash provided by operating activities.....	1,019,742	
912,999		

CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment.....	(183,674)	
(5,060)		

Net cash used in investing activities.....	(183,674)	
(5,060)		

CASH FLOWS FROM FINANCING ACTIVITIES:		
Dividends paid to stockholders.....	(20,000)	
--		

Net cash used in financing activities.....	(20,000)	
--		

NET INCREASE IN CASH.....	816,068	
907,939		
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR.....	1,688,034	
1,688,034		

CASH AND CASH EQUIVALENTS, END OF YEAR.....	\$ 2,504,102	\$
2,595,973		

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest.....	\$ 2,008,468	\$
480,132		
Income taxes.....	\$ 322,064	\$
55,000		
<CAPTION>		

1997

<S> <C>

CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income.....	\$ 198,154	

Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization.....	20,302	
Deferred income taxes.....	--	
Loss on disposal of property and equipment.....	--	
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable.....	816,067	
(Increase) decrease in inventories.....	(593,075)	
(Increase) decrease in prepaid expenses.....	264,511	
Decrease in due from related parties.....	--	
Increase (decrease) in notes payable, floor plan.....	162,611	
Increase in trade accounts payable.....	13,285	
Decrease in accrued payroll and bonuses.....	(117,658)	
Increase (decrease) in accrued expenses and other payables.....	(235,888)	
Decrease in allowance for insurance, service contract and finance income chargebacks.....	--	
Increase (decrease) in income tax payable.....	(15,161)	

Total adjustments.....	314,994	

Net cash provided by operating activities.....	513,148	

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment.....	(79,821)

Net cash used in investing activities.....	(79,821)

CASH FLOWS FROM FINANCING ACTIVITIES:	
Dividends paid to stockholders.....	--

Net cash used in financing activities.....	--

NET INCREASE IN CASH.....	433,327
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR.....	2,504,102

CASH AND CASH EQUIVALENTS, END OF YEAR.....	\$ 2,937,429

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:	
Cash paid during the year for:	
Interest.....	\$ 485,358
Income taxes.....	\$ 144,000

</TABLE>

See notes to financial statements.
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KEN MARKS FORD, INC.

NOTES TO FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business -- Ken Marks Ford, Inc. (the "Company") operates an automobile dealership in the Tampa-Clearwater areas in Florida. The Company sells new and used cars, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related financing and insurance.

In July 1997, the Company signed a definitive purchase agreement whereby its outstanding capital stock would be acquired by Sonic Automotive, Inc. ("Sonic") for \$25,482,500. This acquisition was consummated on October 15, 1997, and is being done in contemplation of an anticipated public offering of common stock by Sonic Automotive, Inc. in 1997.

Revenue Recognition -- The Company records revenue when vehicles are delivered to customers, and when vehicle service work is performed. Finance and insurance commission revenue is recognized principally at the time the contract is placed with the financial institution.

Dealer Agreements -- The Company purchases substantially all of its new vehicles from manufacturers at the prevailing prices charged by the manufacturer to its franchised dealers. The Company's sales could be unfavorably impacted by the manufacturer's unwillingness or inability to supply the dealership with an adequate supply of new car inventory. Each dealership operates under a dealer agreement with the manufacturer. These agreements generally restrict the location, management and ownership of the respective dealership.

Cash and Cash Equivalents -- The Company considers contracts in transit and all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents. Contracts in transit represent cash in transit to the Company from finance companies related to vehicle purchases, and was approximately \$628,000 at April 30, 1997.

Inventories -- Inventories of new vehicles, including demonstrators, are valued at the lower of last-in, first-out ("LIFO") cost or market. Inventories of parts and accessories are valued on a LIFO basis using the Current Year Parts Price Index. Inventories of used vehicles are valued on a specific identification basis.

Property and Equipment -- Property and equipment are stated at cost.

Depreciation is computed using straight-line and accelerated methods over the estimated useful lives of the assets. The range of estimated useful lives is as follows:

<TABLE>

<CAPTION>

<S>

Leasehold improvements.....	18-31 years
Machinery and equipment.....	5-7 years

Useful Lives

<C>

Income Taxes -- Deferred income tax assets and liabilities are determined based on the difference between financial reporting and tax basis of assets and liabilities, and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

Concentrations of Credit Risk -- Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash deposits. At times, amounts invested with financial institutions may exceed FDIC insurance limits.

Concentrations of credit risk with respect to receivables are limited primarily to automobile manufacturers and financial institutions. Credit risk arising from trade receivables from commercial customers is reduced by the large number of customers comprising the trade receivables balance. Trade receivables are concentrated in the Tampa-Clearwater metropolitan area.

Use of Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

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KEN MARKS FORD, INC.

NOTES TO FINANCIAL STATEMENTS -- Continued

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING

POLICIES -- Continued

Advertising -- The Company expenses advertising costs in the period incurred. Advertising expenses approximated \$991,000 for the year ended April 30, 1997.

2. INVENTORIES AND RELATED NOTES PAYABLE -- FLOOR PLAN

Inventories consist of the following:

	April 30, 1997	July 31, 1997
	-----	-----
<S>	<C>	<C>
		(Unaudited)
New vehicles.....	\$ 8,477,840	\$ 9,270,932
Used vehicles.....	2,341,929	2,193,166
Parts and accessories.....	396,730	345,476
	-----	-----
Total.....	\$11,216,499	\$11,809,574
	-----	-----

</TABLE>

At April 30, 1997, the excess of current replacement cost over the stated LIFO valuation of new vehicles, parts and accessories amounts to \$2,749,237. The inventory balance generally is reduced by the manufacturer's purchase discounts, and such reduction is not reflected in the related floor plan liability. These manufacturer purchase discounts are standard in the industry, typically occur on all new vehicle purchases, and are not used to offset the related floor plan liability. These discounts are aggregated and generally paid by the manufacturer on a quarterly basis. The related floor plan liability becomes due as vehicles are sold.

Had the Company used the FIFO method of valuing new vehicle, parts and accessories inventory, pretax earnings would have been \$949,454 for the year ended April 30, 1997.

All new vehicles are pledged to collateralize floor plan notes payable to financial institutions in the amount of \$12,557,574 at April 30, 1997. The floor plan notes bear interest, payable monthly on the outstanding balance, at the prime rate plus 1% (9.5% at April 30, 1997). Total floor plan interest expense amounted to \$2,008,468 during the year ended April 30, 1997. The notes payable become due when the related vehicle is sold. As such, these floor plan notes payable are shown as a current liability in the accompanying balance sheet.

Certain inventory items collateralize the revolving line of credit described in Note 4. All new vehicles and demonstrators and substantially all parts and accessories are purchased from Ford Motor Company.

3. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following:

	April 30, 1997	July 31, 1997
	-----	-----
<S>	<C>	<C>
		(Unaudited)
Parts and service equipment.....	\$ 333,063	\$ 340,284
Furniture and fixtures.....	400,152	409,991
Leasehold improvements.....	481,815	544,576
	-----	-----
	1,215,030	1,294,851

Less accumulated depreciation.....	(744,292)	(764,594)
Property and equipment, net.....	\$ 470,738	\$ 530,257

</TABLE>

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KEN MARKS FORD, INC.
NOTES TO FINANCIAL STATEMENTS -- Continued

4. FINANCING ARRANGEMENT

The Company has a revolving line of credit with Ford Motor Credit Corporation in the amount of \$2,500,000. At April 30, 1997, no amount was outstanding relating to this line of credit, which is collateralized by personal guarantees from the stockholders and the net assets of the Company.

5. INCOME TAXES

The provision for income taxes consists of the following:

		April 30, 1997

<S>	<C>	
Current taxes.....	\$ 282,225	
Deferred taxes.....	13,763	

Provision for income taxes.....	\$ 295,988	

</TABLE>

Deferred income tax assets and liabilities consist of the following:

		April 30, 1997

<S>	<C>	
Deferred tax asset -- current, primarily from differences relating to finance and insurance reserves and allowance for bad debts.....	\$ 91,742	
Deferred tax liability -- long-term, primarily from differences relating to depreciation...	(17,705)	

Net deferred tax asset.....	\$ 74,037	

</TABLE>

6. COMMITMENTS AND CONTINGENCIES

Ford Motor Company (FMC) owns vehicles which are used as short-term rentals for which the Company pays FMC monthly fees. A portion of the fees are applied against the purchase price the Company must pay for the vehicles when they are no longer used for rental. The contingent liability to FMC to purchase the vehicles under this program was approximately \$1,771,000 at April 30, 1997.

The Company is a defendant in various legal proceedings incurred in the normal course of business. Management believes that the outcome of such proceedings will not have a materially adverse effect on the Company's financial position or future operations and cashflows.

7. RELATED PARTY TRANSACTIONS

The Company leases its operating facility from a corporation which is owned by the Company's stockholders. The lease is currently on a month-to-month basis. Rent charged to expense under this lease was \$359,630 for the year ended April 30, 1997. In addition, management fees of \$675,000 for the year ended April 30, 1997 were paid by the Company to the above corporation and are included in selling, general and administrative expenses. In addition, related party payables of \$270,000 were included in other accrued liabilities at April 30, 1997.

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No dealer, salesperson, or any other individual has been authorized to give any information or to make any representations not contained in this Prospectus in connection with the offering covered by this Prospectus. If given or made, such information or representations must not be relied upon as having been authorized by the Company or the Underwriters. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy the Class A Common Stock in any jurisdiction where, or to any person to whom, it is unlawful to make such offer or solicitation. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create an implication that there has not been any change in the facts set forth in this Prospectus or in the affairs of the Company since the date hereof.

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</TABLE>

Until , 1997 (25 days after the date of this Prospectus), all dealers effecting transactions in the Class A Common Stock, whether or not participating in this distribution, may be required to deliver a Prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a Prospectus when acting as Underwriters and with respect to their unsold allotments or subscriptions.

5,000,000 Shares

(Sonic Automotive Inc. logo)

Class A Common Stock

PROSPECTUS

Merrill Lynch & Co.

NationsBanc Montgomery Securities, Inc.

Wheat First Butcher Singer

, 1997

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

(A redherring appears on the left hand side of this page, rotated 90 degrees. Text follows.)

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This Prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

SUBJECT TO COMPLETION

PRELIMINARY PROSPECTUS DATED NOVEMBER 5, 1997

PROSPECTUS

5,000,000 Shares

(Sonic Automotive Inc. logo)

Class A Common Stock

All of the 5,000,000 shares of Class A Common Stock, par value \$.01 per share (the "Class A Common Stock"), offered hereby are being sold by Sonic Automotive, Inc. ("Sonic" or the "Company"). Of the 5,000,000 shares of Class A Common Stock offered hereby, 1,000,000 shares are being offered for sale initially outside the United States and Canada by the International Managers (as

defined herein) and 4,000,000 shares are being offered for sale initially in a concurrent offering in the United States and Canada by the U.S. Underwriters (as defined herein). The initial public offering price and the aggregate underwriting discount per share will be identical for both the International Offering and the U.S. Offering. See "Underwriting."

Each share of Class A Common Stock entitles its holder to one vote per share. Each share of Class B Common Stock, par value \$.01 per share (the "Class B Common Stock," and together with the Class A Common Stock, the "Common Stock"), entitles the holder to ten votes per share, except in certain limited circumstances. All of the shares of Class B Common Stock are held by the members of the Smith Group (as defined herein), who are all of the stockholders of the Company prior to the consummation of the Offering. After consummation of the Offering, the Smith Group will beneficially own shares representing approximately 92.6% of the combined voting power of the Company's Common Stock (approximately 91.6% if the Underwriters' over-allotment option is exercised in full). See "Description of Capital Stock -- Common Stock."

Prior to the Offerings, there has been no public market for the Class A Common Stock. It is currently estimated that the initial public offering price will be between \$12.00 and \$14.00 per share. For a discussion of factors to be considered in determining the initial public offering price, see "Underwriting."

The Class A Common Stock has been approved for listing on the New York Stock Exchange, subject to official notice of issuance, under the symbol "SAH."

See "Risk Factors" beginning on page 9 for a discussion of certain factors that should be considered by prospective purchasers of the Class A Common Stock offered hereby.

 THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

[CAPTION]

<TABLE>

<S>	<C>	Price to Public	<C>	Underwriting Discount (1)	<C>
Proceeds to Company (2)					
<S>	<C>		<C>		<C>
Per Share.....		\$		\$	
\$					
Total (3).....		\$		\$	
\$					

</TABLE>

- (1) The Company has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting."
- (2) Before deducting expenses payable by the Company estimated at \$2,000,000.
- (3) The Company has granted to the International Managers and the U.S. Underwriters options to purchase up to an additional 150,000 and 600,000 shares of Class A Common Stock, respectively, in each case exercisable within 30 days of the date hereof and solely to cover over-allotments, if any. If such options are exercised in full, the total Price to Public, Underwriting Discount and Proceeds to Company will be \$, \$ and \$, respectively. See "Underwriting."

 The shares of Class A Common Stock are being offered by the several Underwriters, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of certain legal matters by counsel for the Underwriters and certain other conditions. The Underwriters reserve the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. It is expected that delivery of the shares of Class A Common Stock will be made in New York, New York on or about , 1997.

 Merrill Lynch International
 NationsBanc Montgomery Securities, Inc.
 Wheat First Butcher Singer

 The date of this Prospectus is , 1997.

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements (including the notes thereto) appearing elsewhere in this Prospectus. References in this Prospectus to "Sonic" or the "Company" (i) are to Sonic Automotive, Inc. and, unless the context indicates otherwise, its consolidated subsidiaries and their respective predecessors, (ii) give effect to a recently completed Reorganization (as defined below) of the Company, and (iii) assume that the Company has consummated the acquisition of the assets or all the capital stock of six additional dealerships or dealership groups, as described herein, in North Carolina, Tennessee, Florida, Georgia and South Carolina (the

"Acquisitions"). See "The Acquisitions." References to the "Offering" are to the offering of 1,000,000 shares of Class A Common Stock made hereby outside the United States and Canada by the International Managers (the "International Offering") and the concurrent offering of 4,000,000 shares of Class A Common Stock in the United States and Canada by the U.S. Underwriters (the "U.S. Offering"), collectively. References to the "Underwriters" are to the International Managers and the U.S. Underwriters, collectively. Unless otherwise indicated, all information in this Prospectus (a) gives retroactive effect to a 625-for-1 stock split (effected in the form of a stock dividend) of the Company's Class B Common Stock to be consummated prior to the consummation of the Offering (the "Stock Split") and (b) assumes that the Underwriters' over-allotment option is not exercised. The Acquisitions will be consummated on or before the closing of the Offering.

The Company

The Company is one of the leading automotive retailers in the United States, operating 23 dealership franchises, four standalone used vehicle facilities and seven collision repair centers in the southeastern and southwestern United States. Sonic sells new and used cars and light trucks, sells replacement parts, provides vehicle maintenance, warranty, paint and repair services and arranges related financing and insurance ("F&I") for its automotive customers. The Company's business is geographically diverse, with dealership operations in the Charlotte, Chattanooga, Nashville, Tampa-Clearwater, Houston and Atlanta markets, each of which the Company believes is experiencing favorable demographic trends. Sonic sells 15 domestic and foreign brands, which consist of BMW, Cadillac, Chrysler, Dodge, Ford, Honda, Infiniti, Jaguar, Jeep, KIA, Oldsmobile, Plymouth, Toyota, Volkswagen and Volvo. In several of its markets, the Company has a significant market share for new cars and light trucks, including 13.7% in Charlotte and 9.1% in Chattanooga in 1996. Pro forma for the Acquisitions, the Company had revenues of \$899.6 million and retail unit sales of 24,206 new and 13,475 used vehicles in 1996. The Company believes that in 1996, based on pro forma retail unit sales, it would have been one of the ten largest dealer groups out of a total of more than 15,000 dealer groups in the United States.

The Company's founder and Chief Executive Officer, O. Bruton Smith, has over 30 years of automotive retailing experience. In addition, the Company's other executive officers, regional vice presidents and executive managers have on average 18 years of automotive retailing experience. The Company's dealerships are among those dealerships that have won the highest attainable awards from various manufacturers measuring quality and customer satisfaction. These awards include the Five Star Award from Chrysler, the Chairman's Award from Ford, the President's Award from BMW and the President's Circle Award from Infiniti. In addition, the Company was named to Ford's Top 100 Club, which consists of Ford's top 100 retailers based on retail volume and consumer satisfaction.

The Company intends to pursue an acquisition growth strategy led by a management team that has experience in the consolidation of automotive retailing as well as motorsports businesses. Bruton Smith, who is also the Chief Executive Officer of Speedway Motorsports, Inc., the owner and operator of several motorsports facilities, first entered the automotive retailing business in the mid-1960's. Mr. Smith will devote approximately 50% of his business time to the Company. Since 1990, Mr. Smith has successfully acquired three dealerships and increased his dealerships' revenues from \$199.4 million in 1992 to \$376.6 million in 1996, without giving effect to the Acquisitions. In the Tennessee market, Nelson E. Bowers, II, the Company's Executive Vice President, has acquired or opened eight dealerships since 1992 and increased revenues (primarily through acquisitions) of the dealership group to be acquired by the Company from \$13.2 million in 1992 to \$101.5 million in 1996. No assurance can be given that Messrs. Smith and Bowers will be successful in acquiring or opening new dealerships for the Company or increasing the Company's revenues.

The Company believes the competitive advantages which differentiate it from its local competitors include the reputation of the Company's management in the automotive retailing industry, regional and national economies of scale, brand and geographic diversity, and the established customer base and local name recognition of the Company's dealerships. The Company has developed and implemented several growth strategies to capitalize on these competitive advantages. One of these is to continue to expand its operations in the Southeast and Southwest by acquiring additional dealerships both within its current markets and in new markets. The Company also is seeking additional growth from the increased sale of higher margin products and services such as wholesale parts, after-market products, collision repair services and F&I.

The Company believes that an opportunity exists for dealership groups with significant equity capital and experience in identifying, acquiring and professionally managing dealerships, to acquire additional dealerships and capitalize on changes in

UNDERWRITING

Merrill Lynch International, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as lead managers (the "Lead Managers") for each of the International Managers named below (the "International Managers"). Subject to the terms and conditions set forth in an international

purchase agreement (the "International Purchase Agreement") among the Company and the International Managers and concurrently with the sale of 4,000,000 shares of Class A Common Stock to the U.S. Underwriters (as defined below), the Company has agreed to sell to the International Managers, and each of the International Managers severally and not jointly has agreed to purchase from the Company, the number of shares of Class A Common Stock set forth opposite its name below.

<TABLE>
<CAPTION>

Number of Shares	International Manager

<S>	
<C>	
	Merrill Lynch International.....
	NationsBanc Montgomery Securities, Inc.....
	Wheat, First Securities, Inc.....

	Total.....
1,000,000	

</TABLE>	

The Company has also entered into a U.S. purchase agreement (the "U.S. Purchase Agreement") with certain underwriters in the United States and Canada (the "U.S. Underwriters" and, together with the International Managers, the "Underwriters"), for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as representatives (the "U.S. Representatives"). Subject to the terms and conditions set forth in the U.S. Purchase Agreement, and concurrently with the sale of 1,000,000 shares of Class A Common Stock to the International Managers pursuant to the International Purchase Agreement, the Company has agreed to sell to the U.S. Underwriters, and the U.S. Underwriters severally and not jointly have agreed to purchase from the Company, an aggregate of 4,000,000 shares of Class A Common Stock. The initial public offering price per share of Class A Common Stock and the underwriting discount per share of Class A Common Stock are identical under the International Purchase Agreement and the U.S. Purchase Agreement.

In the International Purchase Agreement and the U.S. Purchase Agreement, the several International Managers and the several U.S. Underwriters, respectively, have agreed, subject to the terms and conditions set forth therein, to purchase all of the shares of Class A Common Stock being sold pursuant to each such agreement if any of the shares of Class A Common Stock being sold pursuant to such agreement are purchased. Under certain circumstances, under the International Purchase Agreement and the U.S. Purchase Agreement, the commitments of non-defaulting Underwriters may be increased. The closings with respect to the sale of shares of Class A Common Stock to be purchased by the International Managers and the U.S. Underwriters are conditioned upon one another.

The Lead Managers have advised the Company that the International Managers propose initially to offer the shares of Class A Common Stock to the public at the initial public offering price set forth on the cover page of this Prospectus, and to certain dealers at such price less a concession not in excess of \$ per share of Class A Common Stock. The International Managers may allow, and such dealers may reallow, a discount not in excess of \$ per share of Class A Common Stock on sales to certain other dealers. After the initial public offering, the public offering price, concession and discount may be changed.

At the request of the Company, the Underwriters have reserved up to 5% of the shares of Class A Common Stock for sale at the initial public offering price, and otherwise on the same terms as sales pursuant to the Offering, to directors, officers, employees, business associates and related persons of the Company. The number of shares of Class A Common Stock available for sale to the general public will be reduced to the extent such persons purchase such reserved shares. Any

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

reserved shares which are not so purchased will be offered by the Underwriters to the general public on the same basis as the other shares offered hereby.

The Company, all of the executive officers of the Company and all the holders of Class B Common Stock have agreed, subject to certain exceptions, not to, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option to purchase, right or warrant to purchase or otherwise transfer or

dispose of any Class A Common Stock or securities convertible into or exchangeable or exercisable for Class A Common Stock, including shares of Class B Common Stock, or file a registration statement under the Securities Act with respect to the foregoing or (ii) enter into any swap or other agreement or transaction that transfers, in whole or part, directly or indirectly, the economic consequence of ownership of the Class A Common Stock, whether any such swap or transaction described above is to be settled by delivery of Class A Common Stock or such other securities, in cash or otherwise without the prior written consent of Merrill Lynch on behalf of the Underwriters, for a period of 180 days after the date of this Prospectus; provided that the Company may sell shares of Class A Common Stock to a third party as consideration for the Company's acquisition from such third party of an automobile dealership, provided that such third party executes a lock-up agreement on substantially the same terms described above for a period expiring 180 days after the date of this Prospectus.

The Company has granted an option to the International Managers, exercisable within 30 days after the date of this Prospectus, to purchase up to an aggregate of 150,000 additional shares of Class A Common Stock at the initial public offering price set forth on the cover page of this Prospectus, less the underwriting discount. The International Managers may exercise this option only to cover over-allotments, if any, made on the sale of the Class A Common Stock offered hereby. To the extent that the International Managers exercise this option, each International Manager will be obligated, subject to certain conditions, to purchase a number of additional shares of Class A Common Stock proportionate to such International Manager's initial amount reflected in the foregoing table. The Company also has granted options to the U.S. Underwriters, exercisable within 30 days after the date of this Prospectus, to purchase up to an aggregate of 600,000 additional shares of Class A Common Stock to cover over-allotments, if any, on terms similar to those granted to the International Managers.

The International Managers and the U.S. Underwriters have entered into an intersyndicate agreement (the "Intersyndicate Agreement") that provides for the coordination of their activities. Pursuant to the Intersyndicate Agreement, the International Managers and the U.S. Underwriters are permitted to sell shares of Class A Common Stock to each other for purposes of resale at the initial public offering price, less an amount not greater than the selling concession. Under the terms of the Intersyndicate Agreement, the U.S. Underwriters and any dealer to whom they sell shares of Class A Common Stock will not offer to sell or sell shares of Class A Common Stock to persons who are non-U.S. or non-Canadian persons or to persons they believe intend to resell to persons who are non-U.S. or non-Canadian persons, and the International Managers and any dealer to whom they sell shares of Class A Common Stock will not offer to sell or sell shares of Class A Common Stock to U.S. persons or to Canadian persons or to persons they believe intend to resell to U.S. persons or Canadian persons, except in the case of transactions pursuant to the Intersyndicate Agreement.

Prior to the Offering, there has been no public market for the Class A Common Stock. The initial public offering price for the Class A Common Stock will be determined by negotiation among the Company, the U.S. Representatives and the Lead Managers. The factors considered in determining the initial public offering price, in addition to prevailing market conditions, are price-earnings ratios of publicly traded companies that the U.S. Representatives and the Lead Managers believe to be comparable to the Company, certain financial information of the Company, the history of, and the prospects for, the Company and the industry in which it competes, an assessment of the Company's management, its past and present operations, the prospects for and the timing of future revenues of the Company, the present state of the Company's development, and the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to the Company. There can be no assurance that an active trading market will develop for the Class A Common Stock or that the Class A Common Stock will trade in the public market subsequent to the Offering made hereby at or above the initial public offering price.

The Company has agreed to indemnify the International Managers and the U.S. Underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments which the International Managers or the U.S. Underwriters may be required to make in respect thereof.

The Class A Common Stock has been approved for listing on the NYSE, subject to official notice of issuance, under the symbol "SAH." In order to meet the requirements for listing of the Class A Common Stock on that exchange, the U.S. Underwriters and the International Managers have undertaken to sell lots of 100 or more shares to a minimum of 2,000 beneficial holders.

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[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

The International Managers and the U.S. Underwriters do not intend to confirm sales of Class A Common Stock offered hereby to any accounts over which they exercise discretionary authority.

Until the distribution of the Class A Common Stock is completed, rules of the Securities and Exchange Commission may limit the ability of the Underwriters and certain selling group members to bid for and purchase the Class A Common Stock. As an exception to these rules, the U.S. Representatives are permitted to engage in certain transactions that stabilize the price of Class A Common Stock. Such transactions consist of bids or purchases for the purpose of pegging,

fixing or maintaining the price of the Class A Common Stock.

If the Underwriters create a short position in the Class A Common Stock in connection with the Offering, i.e., if they sell more shares of Class A Common Stock than are set forth on the cover page of this Prospectus, the U.S. Representatives may reduce that short position by purchasing Class A Common Stock in the open market. The U.S. Representatives may also elect to reduce any short position by exercising all or part of the over-allotment option described above.

The U.S. Representatives may also impose a penalty bid on certain Underwriters and selling group members. This means that if the U.S. Representatives purchase shares of Class A Common Stock in the open market to reduce the Underwriters' short position or to stabilize the price of the Class A Common Stock, they may reclaim the amount of the selling concession from the Underwriters and selling group members who sold those shares as part of the Offering.

In general, purchases of a security for the purpose of stabilization or to reduce a short position could cause the price of the security to be higher than it might be in the absence of such purchases. The imposition of a penalty bid might also have an effect on the price of a security to the extent that it were to discourage resales of the security.

Neither the Company nor any of the Underwriters makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Class A Common Stock. In addition, neither the Company nor any of the Underwriters makes any representation that the U.S. Representatives will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

Each International Manager has agreed that (i) it has not offered or sold, and, for a period of six months from the date of this Prospectus, will not offer or sell, to persons in the United Kingdom, other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (ii) it has complied with and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the shares of Class A Common Stock in, from or otherwise involving the United Kingdom; and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of shares of Class A Common Stock to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996, or is a person to whom such document may otherwise lawfully be issued or passed on.

No action has been or will be taken in any jurisdiction (except in the United States) that would permit a public offering of the shares of Class A Common Stock, or the possession, circulation or distribution of this Prospectus or any other material relating to the Company or shares of Class A Common Stock in any jurisdiction where action for that purpose is required. Accordingly, the shares of Class A Common Stock may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisements in connection with the shares of Class A Common Stock may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction.

Purchasers of the shares offered hereby may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the offering price set forth on the cover page hereof.

NationsBank, an affiliate of NationsBanc Montgomery Securities, Inc., loaned the Company \$20 million under the Six-Month Facility to finance the Lake Norman Acquisition and the Williams Acquisition. More than 10% of the net proceeds of the Offering will be received by NationsBank by reason of the use of such proceeds to repay a portion of such borrowings. Accordingly, the Offering will be conducted in accordance with NASD Conduct Rule 2710(c)(8), which requires that the public offering price of the Class A Common Stock be no higher than the price recommended by a Qualified Independent Underwriter which has participated in the preparation of the Registration Statement and performed its usual standard of due diligence with respect thereto. Merrill Lynch will act as the Qualified Independent Underwriter for the Offering, and the public offering price will not be higher than the price recommended by Merrill Lynch.

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

No dealer, salesperson, or any other individual has been authorized to give any information or to make any representations not contained in this Prospectus in connection with the offering covered by this Prospectus. If given or made, such information or representations must not be relied upon as having been authorized by the Company or the Underwriters. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy the Class A Common Stock in any jurisdiction where, or to any person to whom, it is unlawful to make such offer or solicitation. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create an implication that there has not been any change in the facts set forth in this Prospectus or

in the affairs of the Company since the date hereof.

In this Prospectus, references to "dollars" and "\$" are to United States dollars.

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Until , 1997 (25 days after the date of this Prospectus), all dealers effecting transactions in the Class A Common Stock, whether or not participating in this distribution, may be required to deliver a Prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a Prospectus when acting as Underwriters and with respect to their unsold allotments or subscriptions.

5,000,000 Shares

(Sonic Automotive Inc. logo)

Class A Common Stock

PROSPECTUS

Merrill Lynch International
NationsBanc Montgomery Securities, Inc.
Wheat First Butcher Singer
, 1997

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the expenses to be borne by the Registrant in connection with the issuance and distribution of the securities being registered hereby other than underwriting discounts and commissions. All the amounts shown are estimates, except for the registration fee with the Securities and Exchange Commission, the NASD filing fee and the NYSE fees.

	<C>
<S>	
SEC Registration fee.....	\$ 31,516
NASD filing fee.....	10,900
NYSE fees.....	84,600
Transfer agent and registrar fees.....	15,000
Accounting fees and expenses.....	950,000
Legal fees and expenses.....	450,000
"Blue Sky" fees and expenses (including legal fees).....	15,000
Costs of printing and engraving.....	325,000
Miscellaneous.....	117,984

Total.....	\$2,000,000

</TABLE>

Item 14. Indemnification of Directors and Officers.

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 Amended and Restated 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 attorney's 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 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 interest 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 indemnify 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 reach 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 provisions 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 intends to obtain, prior to the effective date of the Registration Statement, insurance against liabilities under the Securities Act of 1933 for the benefit of its officers and directors.

Section 7 of the Purchase Agreements (filed as Exhibits 1.1 and 1.2 to this Registration Statement) provide that the Underwriters severally and not jointly will indemnify and hold harmless the Registrant and each director, officer or controlling person of the Registrant from and against any liability caused by any statement or omission in the Registration Statement or Prospectus based upon information furnished to the Registrant by the Underwriters for use therein.

Item 15. Recent Sales of Unregistered Securities.

Except as hereinafter set forth, there have been no sales of unregistered securities by the Registrant within the past three years.

As of January 30, 1997, as part of the original organization of the Company, the Registrant issued to Sonic Financial Corporation 100 shares of Common Stock of the Company (the "Original Shares") in exchange for \$500 in cash.

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As of June 30, 1997, as part of the Reorganization, the Registrant issued to (i) its Chief Executive Officer, Bruton Smith, 1,657 shares of the Registrant's Class B Common Stock in exchange for all his interests in Town & Country Toyota and Fort Mill Ford, (ii) Sonic Financial Corporation 7,105 shares of its Class B Common Stock in exchange for all its interests in the Original Shares, Town & Country Ford, Fort Mill Ford, Lone Star Ford and Frontier Plymouth-Oldsmobile-Cadillac, (iii) William S. Egan 473 shares of its Class B Common Stock in exchange for all his interest in Town & Country Toyota, and (iv) Bryan Scott Smith 765 shares of its Class B Common Stock in exchange for all his interests in Town & Country Ford and Fort Mill Ford. Also, in connection with the Dyer Acquisition, the Company will issue the Dyer Warrant. In each such transaction, the securities were not or will not be registered under the Securities Act, in reliance upon the exemption from registration provided by Section 4(2) of said Act in view of the sophistication of the foregoing purchasers, their access to material information, the disclosures actually made to them by the Registrant and the absence of any general solicitation or advertising.

On or before the consummation of the Offering, the Registrant will issue to nine of its officers and employees, pursuant to the Registrant's Stock Option Plan, options to purchase 562,500 shares of Class A Common Stock in the aggregate and will dividend to holders of its Class B Common Stock 6,240,000 shares of Class B Common Stock in the aggregate. Such securities will not be registered under the Securities Act because such grants and dividend will be without consideration to the Registrant and, consequently, do not constitute offers or sales within the meaning of Section 5 of the Securities Act.

Item 16. Exhibits.

<TABLE>
<CAPTION>

Exhibit No.	Description
<C>	<S>
1.1	Form of U.S. Purchase Agreement
1.2	Form of International Purchase Agreement
3.1*	Amended and Restated Certificate of Incorporation of the Company
3.2*	Bylaws of the Company
4.1*	Form of Class A Common Stock Certificate
4.2*	Registration Rights Agreement dated as of June 30, 1997 among the Company, O. Bruton Smith, Bryan Scott Smith, William S. Egan and Sonic Financial Corporation
5.1*	Form of opinion letter of Parker, Poe, Adams & Bernstein L.L.P. regarding the legality of the securities to be registered
10.1*	Form of Lease Agreement to be entered into between the Company (or its subsidiaries) and Nelson E. Bowers, II or his affiliates
10.2*	Form of Lease Agreement to be entered into between the Company (or its subsidiaries) and Marks Holding Company, Inc.
10.3*	Lease Agreement dated as of January 1, 1995 between Lone Star Ford, Inc. and Viking Investment Associates
10.4*	Lease Agreement dated as of October 23, 1979 between O. Bruton Smith, Bonnie Smith and Town and Country Ford, Inc.
10.5*	North Carolina Warranty Deed dated as of April 24, 1987 between O. Bruton Smith and Bonnie Smith, as Grantors and STC Properties, as Grantee
10.6*	Lease dated January 13, 1995 between JAG Properties LLC and Jaguar of Chattanooga LLC
10.7*	Lease dated October 18, 1991 by and between Nelson E. Bowers II, Thomas M. Green, Jr., and Infiniti of Chattanooga, Inc.
10.8*	Amendment to Lease Agreement dated as of January 13, 1995 among Nelson E. Bowers II, Thomas M. Green, Jr., JAG Properties LLC and Infiniti of Chattanooga, Inc.
10.9*	Lease dated March 15, 1996 between Cleveland Properties LLC and Cleveland Chrysler-Plymouth-Jeep-Eagle LLC
10.10*	Lease Agreement dated January 2, 1993 among Nelson E. Bowers II, Thomas M. Green, Jr. and Cleveland Village Imports, Inc.
10.11*	Ford Motor Credit Company Automotive Wholesale Plan Application for Wholesale Financing dated August 10, 1972 by Lone Star Ford, Inc.
10.12*	Ford Motor Credit Company Automotive Wholesale Plan Application for Wholesale Financing and Security Agreement dated August 22, 1984 by Town and Country Ford, Inc.
10.13*	Wholesale Floor Plan Security Agreement dated October 5, 1990 between Marcus David Corporation (d/b/a Town & Country Toyota) and World Omni Financial Corp.
10.14*	Demand Promissory Note dated October 5, 1990 of Marcus David Corporation (d/b/a Town & Country Toyota) in favor of World Omni Financial Corp.
10.15*	Security Agreement & Master Credit Agreement (Non-Chrysler Corporation Dealer) dated April 21, 1995 between Cleveland Chrysler-Plymouth-Jeep-Eagle LLC and Chrysler Credit Corporation

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Exhibit No.	Description
<C>	<S>
10.15a*	Promissory Note dated April 21, 1995 in favor of Chrysler Credit Corporation by Cleveland Chrysler Plymouth Jeep Eagle, LLC
10.16*	Security Agreement & Master Credit Agreement dated April 21, 1995 between Saturn of Chattanooga, Inc. and Chrysler Credit Corporation
10.16a*	Promissory Note dated April 21, 1995 in favor of Chrysler Credit Corporation by Saturn of Chattanooga, Inc.
10.17*	Security Agreement & Master Credit Agreement (Non-Chrysler Corporation Dealer) dated April 24, 1995 between Nelson Bowers Ford, L.P. and Chrysler Credit Corporation
10.17a*	Promissory Note dated April 21, 1995 in favor of Chrysler Credit Corporation by Nelson Bowers Ford L.P.
10.18*	Floor Plan Agreement dated May 6, 1996 between European Motors, LLC and NationsBank, N.A.
10.19*	Floor Plan Agreement dated April 11, 1996 between KIA of Chattanooga, LLC and NationsBank, N.A.
10.19a*	Security Agreement dated April 11, 1996 between KIA of Chattanooga, LLC and NationsBank, N.A.
10.20*	Floor Plan Agreement dated October 17, 1996 between European Motors of Nashville, LLC and NationsBank, N.A.
10.20a*	Security Agreement dated October 17, 1996 between European Motors of Nashville, LLC and NationsBank, N.A.
10.21*	Floor Plan Agreement dated March 5, 1997 between Nelson Bowers Dodge, LLC (d/b/a Dodge of Chattanooga) and NationsBank, N.A.
10.22*	Security Agreement and Master Credit Agreement dated May 15, 1996 between Lake Norman Chrysler Plymouth Jeep Eagle, LLC and Chrysler Financial Corporation
10.22a*	Promissory Note dated May 15, 1996 in favor of Chrysler Financial Corporation by Lake Norman Chrysler Plymouth Jeep Eagle, LLC
10.23*	Security Agreement & Capital Loan Agreement dated May 15, 1996 between Lake Norman Dodge, Inc and Chrysler

Financial Corp.

10.23a* Promissory Note dated May 15, 1996 in favor of Chrysler Financial Corporation by Lake Norman Dodge, Inc.

10.23b* Promissory Note dated May 15, 1996 in favor of Chrysler Financial Corporation by Lake Norman Dodge, Inc.

10.24* Security Agreement and Master Credit Agreement (Non-Chrysler Corporation Dealer) dated May 15, 1996 between Lake Norman Chrysler Plymouth Jeep Eagle, LLC and Chrysler Financial Corporation

10.24a* Promissory Note dated May 15, 1996 in favor of Chrysler Financial Corporation by Lake Norman Chrysler Plymouth Jeep Eagle, LLC

10.25* Floor Plan Agreement dated September 1, 1996 between NationsBank, N.A. and Dyer & Dyer, Inc.

10.25a* Security Agreement dated September 1, 1996 between NationsBank, N.A. and Dyer & Dyer, Inc.

10.26* Security Agreement and Master Credit Agreement (Non-Chrysler Corporation Dealer) dated April 21, 1995 between Cleveland Village Imports, Inc. (d/b/a Cleveland Village Honda, Inc.) and Chrysler Credit Corporation

10.27* Jaguar Credit Corporation Automotive Wholesale Plan Application for Wholesale Financing and Security Agreement dated March 14, 1995 by Jaguar of Chattanooga LLC

10.28* Assignment of Joint Venturer Interest in Chartown dated as of June 30, 1997 among Town and Country Ford, Inc., SMDA LLC and Sonic Financial Corporation

10.29* Form of Employment Agreement between the Company and O. Bruton Smith

10.30* Form of Employment Agreement between the Company and Bryan Scott Smith

10.31* Form of Employment Agreement between the Company and Theodore M. Wright

10.32* Form of Employment Agreement between the Company and Nelson E. Bowers, II

10.33* Tax Allocation Agreement dated as of June 30, 1997 between the Company and Sonic Financial Corporation

10.34* Form of Sonic Automotive, Inc. Stock Option Plan

10.35* Form of Sonic Automotive, Inc. Employee Stock Purchase Plan

10.36* Subscription Agreement dated as of June 30, 1997 between O. Bruton Smith and the Company

10.37* Subscription Agreement dated as of June 30, 1997 between Sonic Financial Corporation and the Company

10.38* Subscription Agreement dated as of June 30, 1997 between Bryan Scott Smith and the Company

10.39* Subscription Agreement dated as of June 30, 1997 between William S. Egan and the Company

10.40* Asset Purchase Agreement dated as of May 27, 1997 by and among Sonic Auto World, Inc., Lake Norman Dodge, Inc., Lake Norman Chrysler-Plymouth-Jeep-Eagle LLC, Quinton M. Gandy and Phil M. Gandy, Jr.

(confidential

portions omitted and filed separately with the SEC)

</TABLE>

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<TABLE> <CAPTION> Exhibit No.	Description
<C>	<S>
10.41*	Asset Purchase Agreement dated as of June 24, 1997 by and among Sonic Auto World, Inc., Kia of Chattanooga, LLC, European Motors of Nashville, LLC, European Motors, LLC, Jaguar of Chattanooga LLC, Cleveland Chrysler-Plymouth-Jeep-Eagle LLC, Nelson Bowers Dodge, LLC, Cleveland Village Imports, Inc., Saturn of Chattanooga, Inc., Nelson Bowers Ford, L.P., Nelson E. Bowers II, Jeffrey C. Rachor, and the other shareholders named herein (confidential portions omitted and filed separately with the SEC)
10.41a*	Amendment to Asset Purchase Agreement dated October 16, 1997 re: Bowers Acquisition
10.42* O.K.	Stock Purchase Agreement dated as of July 29, 1997 between Sonic Auto World, Inc. and Ken Marks, Jr., Marks, Sr. and Michael J. Marks (confidential portions omitted and filed separately with the SEC)
10.43*	Asset Purchase Agreement dated as of August 1997 by and among Sonic Automotive, Inc., Dyer & Dyer, Inc. and Richard Dyer (confidential portions omitted and filed separately with the SEC)
10.43a*	Amendment to Asset Purchase Agreement dated October 16, 1997 re: Dyer Acquisition
10.44*	Security Agreement and Master Credit Agreement dated April 21, 1995 between Cleveland Chrysler Plymouth Jeep Eagle and Chrysler Credit Corporation
10.45*	Promissory Note dated as of August 28, 1997 by Sonic Automotive, Inc. in favor of NationsBank, N.A.
10.46*	Credit Agreement dated October 15, 1997 by and between Sonic Automotive, Inc. and Ford Motor Credit Company
10.47* 1982	Automotive Wholesale Plan Application For Wholesale Financing And Security Agreement dated June 29, 1982 between Ford Motor Credit Company and O.K. Marks Ford, Inc.
10.48	Supplemental Agreement between the Company and Ford Motor Company
10.49	Agreement between Toyota Motors Sales USA and the Company
10.50	Ford Sales and Service Agreement with Town and Country Ford
10.51	Ford Sales and Service Agreement with Lone Star Ford
10.52	Ford Sales and Service Agreement with Fort Mill Ford
10.53	Ford Sales and Service Agreement with Ken Marks Ford
10.54	Ford Sales and Service Agreement with Nelson Bowers Ford
10.55	Chrysler Sales and Service Agreement with Fort Mill Chrysler-Plymouth-Dodge
10.56	Plymouth Sales and Service Agreement with Fort Mill Chrysler-Plymouth-Dodge
10.57	Dodge Sales and Service Agreement with Fort Mill Chrysler-Plymouth-Dodge
10.58	Dodge Sales and Service Agreement with Sonic Dodge, LLC d/b/a Lake Norman Dodge
10.59	Chrysler Sales and Service Agreement with Sonic Chrysler-Plymouth-Jeep-Eagle, LLC d/b/a Lake Norman Chrysler-Plymouth-Jeep-Eagle
10.60	Plymouth Sales and Service Agreement with Sonic Chrysler-Plymouth-Jeep-Eagle, LLC d/b/a Lake Norman Chrysler-Plymouth-Jeep-Eagle
10.61	Jeep Sales and Service Agreement with Sonic Chrysler-Plymouth-Jeep-Eagle, LLC d/b/a Lake Norman Chrysler-Plymouth-Jeep-Eagle
10.62	Chrysler Sales and Service Agreement with Cleveland Chrysler-Plymouth-Jeep-Eagle
10.63	Plymouth Sales and Service Agreement with Cleveland Chrysler-Plymouth-Jeep-Eagle

1997	/s/*	Chairman and Chief Executive Officer	November 5,
	O. Bruton Smith	(principal executive officer)	
1997	/s/*	President, Chief Operating Officer	November 5,
	Bryan Scott Smith	and Director	
1997	/s/THEODORE M. WRIGHT	Vice President, Treasurer,	November 5,
	Theodore M. Wright	Chief Financial Officer (principal financial and accounting officer) and Director	
1997	/s/*	Director	November 5,
	William R. Brooks		
	*By: /s/THEODORE M. WRIGHT		
	Theodore M. Wright		
	(Attorney-in-fact for each of the persons indicated)		

</TABLE>

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EXHIBIT INDEX

<TABLE>		<CAPTION>	
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1.2	Form of International Purchase Agreement		
3.1*	Amended and Restated Certificate of Incorporation of the Company		
3.2*	Bylaws of the Company		
4.1*	Form of Class A Common Stock Certificate		
4.2*	Registration Rights Agreement dated as of June 30, 1997 among the Company, O. Bruton Smith, Bryan Scott Smith, William S. Egan and Sonic Financial Corporation		
5.1*	Form of opinion letter of Parker, Poe, Adams & Bernstein L.L.P. regarding the legality of the securities to be registered		
10.1*	Form of Lease Agreement to be entered into between the Company (or its subsidiaries) and Nelson E. Bowers, II or his affiliates		
10.2*	Form of Lease Agreement to be entered into between the Company (or its subsidiaries) and Marks Holding Company, Inc.		
10.3*	Lease Agreement dated as of January 1, 1995 between Lone Star Ford, Inc. and Viking Investment Associates		
10.4*	Lease Agreement dated as of October 23, 1979 between O. Bruton Smith, Bonnie Smith and Town and Country Ford, Inc.		
10.5*	North Carolina Warranty Deed dated as of April 24, 1987 between O. Bruton Smith and Bonnie Smith, as Grantors and STC Properties, as Grantee		
10.6*	Lease dated January 13, 1995 between JAG Properties LLC and Jaguar of Chattanooga LLC		
10.7*	Lease dated October 18, 1991 by and between Nelson E. Bowers II, Thomas M. Green, Jr., and Infiniti of Chattanooga, Inc.		
10.8*	Amendment to Lease Agreement dated as of January 13, 1995 among Nelson E. Bowers II, Thomas M. Green, Jr., JAG Properties LLC and Infiniti of Chattanooga, Inc.		
10.9*	Lease dated March 15, 1996 between Cleveland Properties LLC and Cleveland Chrysler-Plymouth-Jeep-Eagle LLC		
10.10*	Lease Agreement dated January 2, 1993 among Nelson E. Bowers II, Thomas M. Green, Jr. and Cleveland Village Imports, Inc.		
10.11*	Ford Motor Credit Company Automotive Wholesale Plan Application for Wholesale Financing dated August 10, 1972 by Lone Star Ford, Inc.		
10.12*	Ford Motor Credit Company Automotive Wholesale Plan Application for Wholesale Financing and Security Agreement dated August 22, 1984 by Town and Country Ford, Inc.		
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N.A.

10.19a* Security Agreement dated April 11, 1996 between KIA of Chattanooga, LLC and NationsBank, N.A.
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<C> <S> <C>

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10.53	Ford Sales and Service Agreement with Ken Marks Ford
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10.57	Dodge Sales and Service Agreement with Fort Mill Chrysler-Plymouth-Dodge
10.58	Dodge Sales and Service Agreement with Sonic Dodge, LLC d/b/a Lake Norman Dodge
10.59	Chrysler Sales and Service Agreement with Sonic Chrysler-Plymouth-Jeep-Eagle, LLC d/b/a Lake Norman Chrysler-Plymouth-Jeep-Eagle
10.60	Plymouth Sales and Service Agreement with Sonic Chrysler-Plymouth-Jeep-Eagle, LLC d/b/a Lake Norman Chrysler-Plymouth-Jeep-Eagle
10.61	Jeep Sales and Service Agreement with Sonic Chrysler-Plymouth-Jeep-Eagle, LLC d/b/a Lake Norman Chrysler-Plymouth-Jeep-Eagle
10.62	Chrysler Sales and Service Agreement with Cleveland Chrysler-Plymouth-Jeep-Eagle
10.63	Plymouth Sales and Service Agreement with Cleveland Chrysler-Plymouth-Jeep-Eagle
10.64	Jeep Sales and Service Agreement with Cleveland Chrysler-Plymouth-Jeep-Eagle
10.65	Dodge Sales and Service Agreement with Nelson Bowers Dodge
10.66	Volvo Authorized Retailer Agreement with European Motors, LLC d/b/a Volvo of Chattanooga
10.67	Volvo Sales Agreement with Dyer & Dyer, Inc.
10.68	Toyota Dealer Agreement with Marcus David Corporation d/b/a Town & Country Toyota
21.1	Subsidiaries of the Company
23.1	Consent of Deloitte & Touche LLP
23.2	Consent of Parker, Poe, Adams & Bernstein L.L.P. (included in Exhibit 5.1 to this Registration Statement)
24*	Power of Attorney (included on the signature page to this Registration Statement)
27*	Financial Data Schedule
99.1*	Consent of Nelson E. Bowers, II
99.2	Reserve Share Program Documentation

</TABLE>

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* Filed previously.

EXHIBIT 1.2

SONIC AUTOMOTIVE, INC.

A Delaware corporation

5,000,000 Shares of Class A Common Stock

INTERNATIONAL PURCHASE AGREEMENT

Dated: November [], 1997

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Shares of Class A Common Stock

Par Value \$0.01 Per Share

INTERNATIONAL PURCHASE AGREEMENT

November [], 1997

MERRILL LYNCH INTERNATIONAL
NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.

as Lead Managers of the several International Managers
c/o Merrill Lynch International
Ropemaker Place
25 Ropemaker Street

London ECSY 9LY

ENGLAND

Ladies and Gentlemen:

Sonic Automotive, Inc., a Delaware corporation (the "Company"), confirms its agreement with Merrill Lynch International ("Merrill Lynch") and each of the other international underwriters named in Schedule A hereto (collectively, the "International Managers", which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom Merrill Lynch, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as representatives (in such capacity, the "Lead Managers"), with respect to the issue and sale by the Company and the purchase by the International Managers, acting severally and not jointly, of the respective numbers of shares of Class A Common Stock, par value \$0.01 per share, of the Company ("Common Stock") set forth in said Schedule A, and with respect to the grant by the Company to the International Managers, acting severally and not jointly, of the option described in Section 2(b) hereof to purchase all or any part of 150,000 additional shares of Common Stock to cover over-allotments, if any. The aforesaid 1,000,000 shares of Common Stock (the "Initial International Securities") to be purchased by the International Managers and all or any part of the 150,000 shares of Common Stock subject to the option described in Section 2(b) hereof (the "International Option Securities") are hereinafter called, collectively, the "International Securities".

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It is understood that the Company is concurrently entering into an agreement dated the date hereof (the "U.S. Purchase Agreement") providing for the offering by the Company of an aggregate of 4,000,000 shares of Common Stock (the "Initial U.S. Securities") through arrangements with certain underwriters in the United States (the "U.S. Underwriters") for which Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as representatives (the "U.S. Representatives") and the grant by the Company to the U.S. Underwriters, acting severally and not jointly, of an option to purchase all or any part of the U.S. Underwriters' pro rata portion of up to 600,000 additional shares of Common Stock solely to cover over-allotments, if any (the "U.S. Option Securities" and, together with the International Option Securities, the "Option Securities"). The Initial U.S. Securities and the U.S. Option Securities are hereinafter called the "U.S. Securities". It is understood that the Company is not obligated to sell and the International Managers are not obligated to purchase, any Initial International Securities unless all of the Initial U.S. Securities are contemporaneously purchased by the U.S. Underwriters.

The U.S. Underwriters and the International Managers are hereinafter collectively called the "Underwriters", the Initial U.S. Securities and the Initial International Securities are hereinafter collectively called the "Initial Securities", and the U.S. Securities, and the International Securities are hereinafter collectively called the "Securities".

The Underwriters will concurrently enter into an Intersyndicate Agreement of even date herewith (the "Intersyndicate Agreement") providing for the coordination of certain transactions among the Underwriters under the direction of Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated (in such capacity, the "Global Coordinator").

The Company understands that the International Managers propose to make a public offering of the International Securities as soon as the Lead Managers deem advisable after this Agreement has been executed and delivered.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (No. 333-33295) covering the registration of the Securities under the Securities Act of 1933, as amended (the "1933 Act"), including the related preliminary prospectus or prospectuses. Promptly after execution and delivery of this Agreement, the Company will either

(i) prepare and file a prospectus in accordance with the provisions of Rule 430A ("Rule 430A") of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations") and paragraph (b) of Rule 424 ("Rule 424(b)") of the 1933 Act Regulations or (ii) if the Company has elected to rely upon Rule 434 ("Rule 434") of the 1933 Act Regulations, prepare and file a term sheet (a "Term Sheet") in accordance with the provisions of Rule 434 and Rule 424(b). Two forms of prospectus are to be used in connection with the offering and sale of the Securities: one relating to the U.S. Securities (the "Form of U.S. Prospectus") and one relating to the International Securities (the "Form of International Prospectus"). The Form of International Prospectus is identical to the Form of U.S. Prospectus, except for their respective front cover pages, first page of "Prospectus Summary," "Underwriting" sections and back cover pages. The information included in any such prospectus or in any such Term Sheet, as the case may be, that was omitted from such registration statement at the time it became effective but that is deemed to be part of such registration statement at the

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time it became effective (a) pursuant to paragraph (b) of Rule 430A is referred to as "Rule 430A Information" or (b) pursuant to paragraph (d) of Rule 434 is referred to as "Rule 434 Information." Each Prospectus used before such registration statement became effective, and any prospectus that omitted, as applicable, the Rule 430A Information or the Rule 434 Information, that was used after such effectiveness and prior to the execution and delivery of this Agreement, is herein called a "preliminary prospectus." Such registration statement, including the exhibits thereto and schedules thereto at the time it became effective and including the Rule 430A Information and the Rule 434 Information, as applicable, is herein called the "Registration Statement." Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "Rule 462(b) Registration Statement," and after such filing the term "Registration Statement" shall include the Rule 462(b) Registration Statement. The final Form of U.S. Prospectus and the Final Form of International Prospectus in the form first furnished to the Underwriters for use in connection with the offering of the Securities are herein called the "U.S. Prospectus" and the "International Prospectus," respectively, and collectively, the "Prospectuses." If Rule 434 is relied on, the term "U.S. Prospectus" and "International Prospectus" shall refer to the preliminary U.S. Prospectus dated October 23, 1997 and preliminary International Prospectus dated October 23, 1997, respectively, each together with the applicable Term Sheet and all references in this Agreement to the date of the Prospectuses shall mean the date of the applicable Term Sheet. For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the U.S. Prospectus, the International Prospectus or any Term Sheet or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

SECTION 1. Representations and Warranties.

(a) Representations and Warranties by the Company. The Company represents and warrants to each International Manager as of the date hereof, as of the Closing Time referred to in Section 2(c) hereof, and as of each Date of Delivery (if any) referred to in Section 2(b), hereof and agrees with each International Manager, as follows:

(i) Compliance with Registration Requirements. Each of the Registration Statement and any Rule 462(b) Registration Statement has become effective under the 1933 Act and no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto became effective and at the Closing Time (and, if any International Option Securities are purchased, at the Date of Delivery), the Registration Statement, the Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to

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be stated therein or necessary to make the statements therein not misleading, and the Prospectuses, any preliminary prospectuses and any supplement thereto or prospectus wrapper prepared in connection therewith, at their respective times of issuance and at the Closing Time, complied and will comply in all material respects with any applicable laws or regulations of foreign jurisdictions in which the

Prospectuses and such preliminary prospectuses, as amended or supplemented, if applicable, are distributed in connection with the offer and sale of Reserved Securities. Neither the Prospectuses nor any amendments or supplements thereto (including any prospectus wrapper), at the time the Prospectuses or any amendments or supplements thereto were issued and at the Closing Time (and, if any International Option Securities are purchased, at the Date of Delivery), included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If Rule 434 is used, the Company will comply with the requirements of Rule 434 and the Prospectuses shall not be "materially different", as such term is used in Rule 434, from the prospectuses included in the Registration Statement at the time it became effective. The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement or the Prospectuses made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Lead Managers or the U.S. Representatives expressly for use in the Registration Statement or the Prospectuses.

Each preliminary prospectus and the prospectuses filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied when so filed in all material respects with the 1933 Act Regulations and each preliminary prospectus and the Prospectuses delivered to the Underwriters for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Independent Accountants. The accountants who certified the financial statements and supporting schedules included in the Registration Statement are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(iii) Financial Statements. The financial statements included in the Registration Statement and the Prospectuses, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules included in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Prospectuses present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial

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statements included in the Registration Statement. The pro forma financial statements and the related notes thereto included in the Registration Statement and the Prospectuses present fairly the information shown therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

(iv) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Registration Statement and the Prospectuses, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(v) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectuses or as proposed to be conducted and to enter into and perform its obligations under this

Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(vi) Good Standing of Subsidiaries. All of the subsidiaries of the Company (each a "Subsidiary") have been duly organized and are validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectuses and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Registration Statement, all of the issued and outstanding capital stock of each such Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only subsidiaries of the Company are the subsidiaries listed on Exhibit 21.1 to the Registration Statement.

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(vii) Capitalization. The authorized, issued and outstanding capital stock of the Company is as set forth in the Prospectuses in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Prospectuses or pursuant to the exercise of convertible securities or options referred to in the Prospectuses). The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(viii) Authorization of Agreement. This Agreement and the U.S. Purchase Agreement have been duly authorized, executed and delivered by the Company.

(ix) Authorization and Description of Securities. The Securities have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued, fully paid and non-assessable; the Common Stock conforms to all statements relating thereto contained in the Prospectus and such description conforms to the rights set forth in the instruments defining the same; no holder of the Securities will be subject to personal liability by reason of being such a holder; and the issuance of the Securities is not subject to the preemptive or other similar rights of any securityholder of the Company.

(x) Absence of Defaults and Conflicts. Neither the Company nor any of its subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, franchise agreement, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (collectively, "Agreements and Instruments") except for such defaults that would not result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement and the U.S. Purchase Agreement and the consummation of the transactions contemplated in this Agreement, and the U.S. Purchase Agreement and in the Registration Statement (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectuses under the caption "Use of Proceeds", the reorganization as described in the Prospectuses (the "Reorganization"), entering into the Bank Credit Agreement and consummating the Acquisitions) and compliance by the Company with its obligations under this Agreement and the U.S. Purchase Agreement have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or

assets of the Company or any subsidiary pursuant to, the Agreements and Instruments, nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or

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foreign, having jurisdiction over the Company or any subsidiary or any of their assets, properties or operations. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any subsidiary.

(xi) Absence of Labor Dispute. No labor dispute with the employees of the Company or any subsidiary exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any subsidiary's principal suppliers, manufacturers, customers or contractors, which, in any case, may reasonably be expected to result in a Material Adverse Effect.

(xii) Absence of Proceedings. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any subsidiary, which is required to be disclosed in the Registration Statement (other than as disclosed therein), or which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in this Agreement and the U.S. Purchase Agreement or the performance by the Company of its obligations hereunder or thereunder; the aggregate of all pending legal or governmental proceedings to which the Company or any subsidiary is a party or of which any of their respective property or assets is the subject which are not described in the Registration Statement, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(xiii) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement or the Prospectuses or to be filed as exhibits thereto which have not been so described and filed as required.

(xiv) Possession of Intellectual Property. The Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

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(xv) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities under this Agreement and the U.S. Purchase Agreement or the consummation of the transactions contemplated by this Agreement and the U.S. Purchase Agreement, except (i) such as have been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations and foreign or state securities or blue sky laws and (ii) such as have been obtained under the laws and regulations of jurisdictions outside the United States in which the Reserved Securities are offered.

(xvi) Possession of Licenses and Permits. The Company and its

subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them; the Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xvii) Title to Property. The Company and its subsidiaries have good and marketable title to all real property owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Prospectuses or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the Prospectuses, are in full force and effect, and neither the Company nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xviii) Investment Company Act. The Company is not, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Prospectuses will not be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (the "1940 Act").

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(xix) Environmental Laws. Except as described in the Registration Statement and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (D) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xx) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(xxi) Income Taxes. All United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed (taking into account extensions granted by the applicable federal governmental agency) and all taxes shown by such

returns or otherwise assessed, which are due and payable, have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided. All other corporate franchise and income tax returns of the Company and its subsidiaries required to be filed pursuant to applicable foreign, state or local law have been filed, except insofar as the failure to file such returns would not individually or in the aggregate have in a material adverse effect on the condition (financial or otherwise), earnings, business affairs or business prospects of the Company and its subsidiaries, considered together as one enterprise, and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not have a material adverse effect on the condition (financial or otherwise), earnings, business affairs or

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business prospects of the Company and its subsidiaries, considered together as one enterprise.

(xxii) Internal Controls. The Company and its subsidiaries maintain (and in the future will maintain) a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xxiii) Insurance. The Company and its subsidiaries carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect.

(xxiv) Offering Material. The Company has not distributed and, prior to the later to occur of (i) the Closing Time and (ii) completion of the distribution of the Securities, will not distribute any offering material in connection with the offering and sale of the Securities other than the Registration Statement, any preliminary prospectuses, the Prospectuses or other materials, if any, permitted by the 1933 Act and approved by the Lead Managers.

(xxv) Suppliers. No supplier of merchandise to the Company or any of its subsidiaries has ceased shipments of merchandise to the Company, other than in the normal and ordinary course of business consistent with past practices, which cessation would not result in a Material Adverse Effect.

(xxvi) Related Party Transactions. There are no business relationships or related party transactions of the nature described in Item 404 of Regulation S-K involving the Company or any of businesses being acquired pursuant to the Acquisitions (as defined in the Prospectuses) and any person described in such Item that are required to be disclosed in the Registration Statement and which have not been so disclosed.

(xxvii) Reorganization. The representations and warranties of the Company contained in the Reorganization documents (the "Reorganization Agreements") as set forth in Exhibit C hereto are true and correct as of the date hereof and the Reorganization Agreements are enforceable against the Company. All of the transactions contemplated by such agreements have been consummated in accordance with the terms as described therein (and as described in the Prospectuses) and none of such agreements have been amended or modified since the date of their execution.

(xxviii) Pending Acquisitions. Each of the agreements (collectively, the "Acquisition Agreements") governing the Acquisitions that are contemplated to occur on

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or before the Closing Date has been duly authorized, executed and

delivered by each of the parties, and constitutes a legally valid and binding obligation of the Company and to the Company's knowledge is enforceable against each such party thereto in accordance with its terms; except as described in the Prospectuses, each of the representations and warranties of the Company and its subsidiaries and, to the best of the Company's knowledge, of each of the other parties set forth in the Acquisition Agreements was true and correct at the time such representations and warranties were made and will be true and correct at and as of the Closing Date and the Company has received manufacturers consents to all of the Acquisitions.

(xxix) Franchise Agreements. Each franchise agreement, in each case between a Subsidiary and the applicable Manufacturer (as defined in the Prospectuses) has been duly authorized by the Company and such Subsidiaries, and, as of the Closing Date, the Company shall have obtained all consents, authorizations and approvals from the Manufacturers required to conduct the Acquisitions and the public offering of Common Stock as contemplated hereby except for Jaguar and Kia.

(xxx) Credit Agreement. The Company has all necessary corporate power and authority to execute, deliver and perform its obligations under the New Credit Agreement, between the Company and Ford Motor Credit Company (the "New Credit Agreement") and the credit agreement between the Company and NationsBank N.A. (the "NationsBank Credit Agreement"); the New Credit Agreement and the NationsBank Credit Agreement have been duly authorized, executed and delivered by the Company, are in the forms heretofore delivered to you, constitute valid and binding obligations of the Company, enforceable against the Company in accordance with its terms; and at the Closing Date, the Company shall be able to make borrowings thereunder.

(b) Officer's Certificates. Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Global Coordinator, the Lead Managers, or to counsel for the International Managers shall be deemed a representation and warranty by the Company to each International Managers as to the matters covered thereby.

SECTION 2. Sale and Delivery to International Managers; Closing.

(a) Initial Securities. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each International Manager, severally and not jointly, and each International Manager, severally and not jointly, agrees to purchase from the Company, at the price per share set forth in Schedule B, the number of Initial International Securities set forth in Schedule A opposite the name of such International Manager, plus any additional number of Initial International Securities which such International Manager may become obligated to purchase pursuant to the provisions of Section 10 hereof.

(b) Option Securities. In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the International Managers, severally and not jointly, to purchase up to an

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additional 150,000 shares of Common Stock at the price per share set forth in Schedule B, less an amount per share equal to any dividends or distributions declared by the Company and payable on the Initial International Securities but not payable on the International Option Securities. The option hereby granted will expire 30 days after the date hereof and may be exercised in whole or in part from time to time only for the purpose of covering over-allotments which may be made in connection with the offering and distribution of the Initial International Securities upon notice by the Global Coordinator to the Company setting forth the number of International Option Securities as to which the several International Managers are then exercising the option and the time and date of payment and delivery for such International Option Securities. Any such time and date of delivery for the International Option Securities (a "Date of Delivery") shall be determined by the Global Coordinator, but shall not be later than seven full business days after the exercise of said option, nor in any event prior to the Closing Time, as hereinafter defined. If the option is exercised as to all or any portion of the International Option Securities, each of the International Managers, acting severally and not jointly, will purchase that proportion of the total number of International Option Securities then being purchased which the number of Initial International Securities set forth in Schedule A opposite the name of such International Managers bears to the total number of Initial International Securities, subject in each case to such adjustments as the Global Coordinator in their discretion shall make to eliminate any sales or purchases of fractional shares.

(c) Payment. Payment of the purchase price for, and delivery of certificates for, the Initial Securities shall be made at the offices of Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, NY 10004, or at such other place as shall be agreed upon by the Global Coordinator and the

Company, at 9:00 A.M. (Eastern time) on the third (fourth, if the pricing occurs after 4:30 P.M. (Eastern time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Global Coordinator and the Company (such time and date of payment and delivery being herein called "Closing Time").

In addition, in the event that any or all of the International Option Securities are purchased by the International Managers, payment of the purchase price for, and delivery of certificates for, such International Option Securities shall be made at the above-mentioned offices, or at such other place as shall be agreed upon by the Global Coordinator and the Company, on each Date of Delivery as specified in the notice from the Global Coordinator to the Company.

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Lead Managers for the respective accounts of the International Managers of certificates for the International Securities to be purchased by them. It is understood that each International Manager has authorized the Lead Manager, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Initial International Securities and the International Option Securities, if any, which it has agreed to purchase. Merrill Lynch, individually and not as representative of the International Managers, may (but shall not be obligated to) make payment of the purchase price for the Initial International Securities or the International Option Securities, if any, to be purchased by any International Managers whose funds have not been received by the Closing

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Time or the relevant Date of Delivery, as the case may be, but such payment shall not relieve such International Managers from its obligations hereunder.

(d) Denominations; Registration. Certificates for the Initial International Securities and the International Option Securities, if any, shall be in such denominations and registered in such names as the Lead Managers may request in writing at least one full business day before the Closing Time or the relevant Date of Delivery, as the case may be. The certificates for the Initial International Securities and the International Option Securities, if any, will be made available for examination and packaging by the Lead Managers in The City of New York not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time or the relevant Date of Delivery, as the case may be.

(e) Appointment of Qualified Independent Underwriter. The Company hereby confirms its engagement of Merrill Lynch as, and Merrill Lynch hereby confirms its agreement with the Company to render services as, a "qualified independent underwriter" within the meaning of Rule 2720 of the Conduct Rules of the National Association of Securities Dealers, Inc. with respect to the offering and sale of the U.S. Securities. Merrill Lynch, solely in its capacity as qualified independent underwriter and not otherwise, is referred to herein as the "Independent Underwriter."

SECTION 3. Covenants of the Company. The Company covenants with each International Manager as follows:

(a) Compliance with Securities Regulations and Commission Requests. The Company, subject to Section 3(b), will comply with the requirements of Rule 430A or Rule 434, as applicable, and will notify the Global Coordinator immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective, or any supplement to the Prospectuses or any amended Prospectuses shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectuses or for additional information, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424(b) and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) Filing of Amendments. The Company will give the Global Coordinator notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b)),

or revision to either the prospectus included in the Registration Statement at the time it became effective or to the Prospectuses, will furnish the Global Coordinator with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Global Coordinator or counsel for the International Managers shall object.

(c) Delivery of Registration Statements. The Company has furnished or will deliver to the Lead Managers and counsel for the International Managers, without charge, signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Lead Managers, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the International Managers. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) Delivery of Prospectus. The Company has delivered to each International Manager, without charge, as many copies of each preliminary prospectus as such International Manager reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each International Manager, without charge, during the period when the International Prospectus is required to be delivered under the 1933 Act or the Securities Exchange Act of 1934 (the "1934 Act"), such number of copies of the International Prospectus (as amended or supplemented) as such International Manager may reasonably request. The International Prospectus and any amendments or supplements thereto furnished to the International Managers will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) Continued Compliance with Securities Laws. The Company will comply with the 1933 Act and the 1933 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement, the U.S. Purchase Agreement and in the Prospectuses. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the International Managers or for the Company, to amend the Registration Statement or amend or supplement any Prospectus in order that the Prospectuses will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement any Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such

statement or omission or to make the Registration Statement or the Prospectuses comply with such requirements, and the Company will furnish to the International Managers such number of copies of such amendment or supplement as the International Managers may reasonably request.

(f) Blue Sky Qualifications. The Company will use its best efforts, in cooperation with the International Managers, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions as the Global Coordinator may designate and to maintain such qualifications in effect for a period of not less than one year from the later of the effective date of the Registration Statement and any Rule 462(b) Registration Statement; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. In each jurisdiction in which the Securities have been so qualified, the Company will file such statements and reports as may be required by the laws of such jurisdiction to continue such

qualification in effect for a period of not less than one year from the effective date of the Registration Statement and any Rule 462(b) Registration Statement.

(g) Rule 158. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) Use of Proceeds. The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectuses under "Use of Proceeds".

(i) Listing. The Company will use its best efforts to effect the listing of the Common Stock (including the Securities) on the New York Stock Exchange (the "NYSE").

(j) Restriction on Sale of Securities. During a period of 180 days from the date of the Prospectus, the Company will not, without the prior written consent of the Global Coordinator, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any share of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to the Securities to be sold hereunder or under the International Purchase Agreement; provided that the Company may sell

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shares of Class A Common Stock to a third party as consideration for the Company's acquisition from such third party of a car dealership, provided that such third party executes a lock-up agreement on substantially the same terms described above for a period expiring 180 days after the date of the Prospectuses.

(k) Reporting Requirements. The Company, during the period when the Prospectus are required to be delivered under the 1933 Act or the 1934 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the rules and regulations of the Commission thereunder.

(l) Compliance with NASD Rules. The Company hereby agrees that it will ensure that the Reserved Securities will be restricted as required by the National Association of Securities Dealers, Inc. (the "NASD") or the NASD rules from sale, transfer, assignment, pledge or hypothecation for a period of three months following the date of this Agreement. The Underwriters will notify the Company as to which persons will need to be so restricted. At the request of the Underwriters, the Company will direct the transfer agent to place a stop transfer restriction upon such securities for such period of time. Should the Company release, or seek to release, from such restrictions any of the Reserved Securities, the Company agrees to reimburse the Underwriters for any reasonable expenses (including, without limitation, legal expenses) they incur in connection with such release.

SECTION 4. Payment of Expenses. (a) Expenses. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, including any stock or other transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters and the transfer of securities between the U.S. Underwriters and the International Managers, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the printing and delivery to the Underwriters of copies of each preliminary prospectus, any Term Sheets and of the Prospectuses and any amendments or supplements thereto, (vii) the

preparation, printing and delivery to the Underwriters of copies of the Blue Sky Survey and any supplement thereto, (viii) the fees and expenses of any transfer agent or registrar for the Securities and (ix) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by the National Association of Securities Dealers, Inc. (the "NASD") of the terms of the sale of the Securities and (x) the fees and expenses incurred in connection with the listing of the Securities on the NYSE and all costs and expenses of the Underwriters, including the fees and disbursements of counsel

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for the Underwriters, in connection with matters related to the Reserved Securities which are designated by the Company for sale to employees and others having a business relationship with the Company. In addition, the Company will pay all expenses above \$90,000 incurred in connection with the lodging, meals and travel costs incurred by or on behalf of Company officers and the Underwriters in connection with the road show presentations to prospective purchasers of the Securities. The Underwriters will pay the first \$90,000 of such expenses.

(b) Termination of Agreement. If this Agreement is terminated by the Lead Managers in accordance with the provisions of Section 5 or Section 9(a) (i) hereof, the Company shall reimburse the International Managers for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the International Managers.

SECTION 5 Conditions of International Managers' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof or in certificates of any officer of the Company or any subsidiary of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) Effectiveness of Registration Statement. The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and at Closing Time no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the International Managers. A prospectus containing the Rule 430A Information shall have been filed with the Commission in accordance with Rule 424(b) (or a post-effective amendment providing such information shall have been filed and declared effective in accordance with the requirements of Rule 430A) or, if the Company has elected to rely upon Rule 434, a Term Sheet shall have been filed with the Commission in accordance with Rule 424(b).

(b) Opinion of Counsel for Company. At Closing Time, the Lead Managers shall have received the favorable opinion, dated as of Closing Time, of Parker, Poe, Adams & Bernstein LLP, counsel for the Company, in form and substance satisfactory to counsel for the International Managers, together with signed or reproduced copies of such letter for each of the other International Managers to the effect set forth in Exhibit A hereto and to such further effect as counsel to the International Managers may reasonably request.

In addition, at Closing Time, the Lead Managers shall have received a signed copy of the opinions rendered by Parker, Poe, Adams & Bernstein LLP pursuant to the New Credit Agreement, the NationsBank Credit Agreement and the Acquisition Agreements, accompanied by a letter dated as of the date of such opinions stating that the Underwriters may rely on such opinions as if they were addressed to the Underwriters.

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(c) Opinion of Counsel for International Managers. At Closing Time, the Lead Managers shall have received the favorable opinion, dated as of Closing Time, of Fried, Frank, Harris, Shriver & Jacobson, counsel for the International Managers, together with signed or reproduced copies of such letter for each of the other International Managers with respect to the matters set forth in clauses (i), (ii), (v), (vi) (solely as to preemptive or other similar rights arising by operation of law or under the charter or by-laws of the Company), (viii) through (x), inclusive, (xii), (xiv) (solely as to the information in the Prospectus under "Description of Capital Stock--Common Stock") and the penultimate paragraph of Exhibit A hereto. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York and the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Lead Managers which may include counsel to the

Company. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and its subsidiaries and certificates of public officials.

(d) Officers' Certificate. At Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Lead Managers shall have received a certificate of the President of the Company and of the chief financial or chief accounting officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or are contemplated by the Commission.

(e) Accountant's Comfort Letter. At the time of the execution of this Agreement, the Lead Managers shall have received from Deloitte & Touche LLP a letter dated such date, in form and substance satisfactory to the Lead Managers, together with signed or reproduced copies of such letter for each of the other International Managers containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectuses.

(f) Bring-down Comfort Letter. At Closing Time, the Lead Managers shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to Closing Time.

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(g) Approval of Listing. At Closing Time, the Securities shall have been approved for listing on the NYSE, subject only to official notice of issuance.

(h) No Objection. The NASD has confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements.

(i) Lock-up Agreement. At the date of this Agreement, the Lead Managers shall have received an agreement substantially in the form of Exhibit B hereto signed by the persons listed on Schedule C hereto.

(j) Acquisition Agreements. The acquisitions contemplated by the Acquisition Agreements shall have been consummated in accordance with the terms described therein and there have been no amendments or modifications to the Acquisition Agreements since the date of their execution without the consent of the Lead Managers and no conditions to the Acquisitions shall have been waived without the consent of the Lead Managers.

(k) Reorganization. The Reorganization (as described in the Prospectuses) shall have been consummated in accordance with the terms as described therein and in the Reorganization Documents and there have been no amendments or modifications to the Reorganization Documents since the date of their execution.

(l) Manufacturers' Consents. The Lead Managers shall have received on or as of the Closing Date, as the case may be, a certificate, in a form and substance satisfactory to the Lead Managers, of two executive officers of the Company certifying that each of the Company and its subsidiaries owns, possesses or has obtained all required consents and approvals from all Manufacturers with respect to the Acquisitions and the public offering of Common Stock hereunder and such consents and approvals shall be in a form satisfactory to the Lead Managers other than Jaguar and Kia.

(m) Credit Agreement. The New Credit Agreement and the NationsBank Credit Agreement shall have been entered into at or prior to Closing Time. The Company has obtained or assumed floor plan financing for each of the dealerships acquired in the Acquisitions in form and substance satisfactory to the Lead Managers and in accordance with the pro forma presentation in the Prospectuses.

(n) Subscription Agreements. The subscription agreements and related promissory notes relating to the sale of a 20% interest in the Company's Dyer Volvo and Volvo of Chattanooga dealerships to Richard Dyer and Nelson Bowers, respectively, are substantially in the form provided and there have been no amendments or modifications to such agreements and related notes since the date of their execution.

(o) Purchase of Initial International Securities. Contemporaneously with the purchase by the International Managers of the Initial International Securities under this Agreement, the U.S. Underwriters shall have purchased the Initial U.S. Securities under the U.S. Purchase Agreement.

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(p) Additional Documents. At Closing Time and at each Date of Delivery, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Lead Managers and counsel for the International Managers.

(q) Conditions to Purchase of International Option Securities. In the event that the International Managers exercise their option provided in Section 2(b) hereof to purchase all or any portion of the International Option Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company or any subsidiary of the Company hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Lead Managers shall have received:

- (i) Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of the Company and of the chief financial or chief accounting officer of the Company confirming that the certificate delivered at the Closing Time pursuant to Section 5(d) hereof remains true and correct as of such Date of Delivery.
- (ii) Opinion of Counsel for Company. The favorable opinion of Parker, Poe, Adams & Bernstein LLP, counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(b) hereof.
- (iii) Opinion of Counsel for International Managers. The favorable opinion of Fried, Frank, Harris, Shriver & Jacobson, counsel for the International Managers, dated such Date of Delivery, relating to the International Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(c) hereof.
- (iv) Bring-down Comfort Letter. A letter from Deloitte & Touche LLP, in form and substance satisfactory to the Lead Managers and dated such Date of Delivery, substantially in the same form and substance as the letter furnished to the Lead Managers pursuant to Section 5(f) hereof, except that the "specified date" in the letter furnished pursuant to this paragraph shall be a date not more than five days prior to such Date of Delivery.

(r) Termination of Agreement. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the purchase of International Option Securities on a Date of Delivery

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which is after the Closing Time, the obligations of the several International Managers to purchase the relevant International Option Securities, may be terminated by the Lead Managers by notice to the Company at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without

liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) Indemnification of International Managers. The Company agrees to indemnify and hold harmless each International Manager and each person, if any, who controls any International Manager within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus or the Prospectuses (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by Merrill Lynch), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

PROVIDED, HOWEVER, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Lead Managers or the U.S. Representatives expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or any preliminary prospectus or the International Prospectus (or any amendment or supplement thereto).

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(b) Indemnification of Company, Directors and Officers. Each International Manager severally agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or any preliminary International Prospectus or the International Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such International Manager through the Lead Managers expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the International Prospectus (or any amendment or supplement thereto).

(c) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by Merrill Lynch, and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In

no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a) (ii) or (iii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying

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party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) Indemnification for Reserved Securities. In connection with the offer and sale of the Reserved Securities, the Company agrees, promptly upon a request, in writing to indemnify and hold harmless the Underwriters from and against any and all losses, liabilities, claims, damages and expenses incurred by them as a result of the failure of eligible directors, officers, employees, business associates and related persons of the Company to pay for and accept delivery of Reserved Securities which, by the end of the first business day following the date of this Agreement, were subject to a properly confirmed agreement to purchase.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the International Managers on the other hand from the offering of the International Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the International Managers on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company on the one hand and the International Managers on the other hand in connection with the offering of the International pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the International Securities pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discount received by the International Managers, in each case as set forth on the cover of the International Prospectus, or, if Rule 434 is used, the corresponding location on the Term Sheet, bear to the aggregate initial public offering price of the International Securities as set forth on such cover.

The relative fault of the Company on the one hand and the International Managers on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the International Managers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the International Managers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if International Managers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The

aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal

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or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no International Managers shall be required to contribute any amount in excess of the amount by which the total price at which the International Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such International Managers has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an International Manager within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such International Manager, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company. The International Managers' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Initial International Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any International Manager or controlling person, or by or on behalf of the Company, and shall survive delivery of the Securities to the International Managers.

SECTION 9. Termination of Agreement.

(a) Termination; General. The Lead Managers may terminate this Agreement, by notice to the Company, at any time at or prior to Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the International Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Lead Managers, impracticable to market the Securities or to enforce contracts

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for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission, or the NYSE, if trading generally on the American Stock Exchange or the NYSE or in the Nasdaq National Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the National Association of Securities Dealers, Inc. or any other governmental authority, or (iv) if a banking moratorium has been declared by either Federal or New York authorities.

(b) Liabilities. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the International Managers.

If one or more of the International Managers shall fail at Closing Time or a Date of Delivery to purchase the Securities which it or they are obligated to

purchase under this Agreement (the "Defaulted Securities"), the Lead Managers shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting International Managers, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Lead Managers shall not have completed such arrangements within such 24-hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the number of International Securities to be purchased on such date, each of the non-defaulting International Managers shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting International Managers, or

(b) if the number of Defaulted Securities exceeds 10% of the number of International Securities to be purchased on such date, this Agreement or, with respect to any Date of Delivery which occurs after the Closing Time, the obligation of the International Managers to purchase and of the Company to sell the Option Securities to be purchased and sold on such Date of Delivery shall terminate without liability on the part of any non-defaulting International Manager.

No action taken pursuant to this Section shall relieve any defaulting International Manager from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement or, in the case of a Date of Delivery which is after the Closing Time, which does not result in a termination of the obligation of the International Manager to purchase and the Company to sell the relevant International Option Securities, as the case may be, either the Lead Managers or the Company shall have the right to postpone Closing Time or the relevant Date of Delivery, as the case may be, for a period not exceeding seven days in order to effect any required changes in the Registration Statement or Prospectus or in any other documents or arrangements. As used

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herein, the term "International Manager" includes any person substituted for an International Manager under this Section 10.

SECTION 11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the International Managers shall be directed to the Lead Managers at North Tower, World Financial Center, New York, New York 10281-1201, attention of Joel Van Dusen; with a copy to Stuart Gelfond, Esq., Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004; and notices to the Company shall be directed to it at Sonic Automotive, Inc., 5401 East Independence Boulevard, P.O. Box 18747, Charlotte, North Carolina 28218, attention of Theodore Wright; with a copy to Gary C. Ivey, Esq., Parker, Poe, Adams & Bernstein L.L.P., 2500 Charlotte Plaza, Charlotte, North Carolina 28244.

SECTION 12. Parties. This Agreement shall each inure to the benefit of and be binding upon the International Managers and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the International Managers and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the International Managers and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any International Managers shall be deemed to be a successor by reason merely of such purchase.

SECTION 13. GOVERNING LAW AND TIME. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 14. Effect of Headings. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

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If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement

between the U.S. Underwriters and the Company in accordance with its terms.

Very truly yours,

SONIC AUTOMOTIVE, INC

By _____
Title:

CONFIRMED AND ACCEPTED, as of the date first above written:

MERRILL LYNCH INTERNATIONAL
NATIONS Banc MONTGOMERY SECURITIES, INC.
WHEAT, FIRST SECURITIES, INC.

By: MERRILL LYNCH INTERNATIONAL

By _____
Authorized Signatory

For themselves and as Lead Managers of the other International Managers named in Schedule A hereto

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SCHEDULE A

Name of International Manager	Number of Initial International Securities
Merrill International.....	
NationsBanc Montgomery Securities, Inc.....	
Wheat, First Securities, Inc.	
Total.....	----- 1,000,000 =====

-1-

SCHEDULE B

SONIC AUTOMOTIVE, INC.

1,000,000 Shares of Class A Common Stock

(Par Value \$0.01 Per Share)

1. The initial public offering price per share for the Securities, determined as provided in said Section 2, shall be \$ [].

2. The purchase price per share for the International Securities to be paid by the several International Managers shall be \$ [], being an amount equal to the initial public offering price set forth above less \$ [] per share; provided that the purchase price per share for any International Option Securities purchased upon the exercise of the over-allotment option described in Section 2(b) shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Initial International Securities but not payable on the International Option Securities.

-1-

SCHEDULE C

O. Bruton Smith

B. Scott Smith

William R. Brooks

Sonic Financial Corporation

Nelson E. Bowers, II

Theodore M. Wright

Jeffrey C. Rachor

O. Ken Marks, Jr.

Ivan A. Tufty

William M. Sullivan

William S. Egan

Richard S. Dyer

-1-

Exhibit A

October [], 1997

MERRILL LYNCH & CO.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.

as U.S. Representatives of the several
U.S. Underwriters

Merrill Lynch International

NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.

as Lead Managers of the several
Managers

c/o Merrill Lynch & Co.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

North Tower

World Financial Center

New York, New York 10281-1209

Ladies and Gentlemen:

We have acted as counsel for Sonic Automotive, Inc., a Delaware corporation (the "Company") in connection with the underwritten public offering of up to 5,750,000 shares (the "Shares") of Class A Common Stock, par value \$.01 per share (the "Common Stock"), of the Company, of which 750,000 shares will be sold pursuant to the exercise of an over-allotment option. This opinion is being delivered to you pursuant to (i) Section 5(b) of the U.S. Purchase Agreement between the U.S. Underwriters named in Schedule A thereto and the Company (the "U.S. Purchase Agreement") and (ii) Section 5(b) of the International Purchase Agreement between the International Managers named in Schedule A thereto and the Company (the "International Purchase Agreement " and together with the U.S. Purchase Agreement, the "Purchase Agreements"). All capitalized terms used herein that are defined in, or by reference in, the Purchase Agreement have the meanings assigned to such terms therein or by reference therein, unless otherwise defined herein.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed or reproduction copies of such agreements, instruments, documents and records of the Company, such certificates of public officials and such

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other documents, and (iii) received such information from officers and representatives of the Company as we have deemed necessary or appropriate for the purposes of this opinion.

In all such examinations, we have assumed the legal capacity of all natural persons executing Documents, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed or reproduction copies.

To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Documents other than the Company have the power and authority to enter into and perform such documents and to consummate the transactions contemplated thereby, that the Documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of such parties enforceable against such parties in accordance with their terms, and that such parties will comply with all of their obligations under the Documents and all laws applicable thereto.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware.

(ii) The Company has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus or as proposed to be conducted and to enter into and perform its obligations under the Purchase Agreement.

(iii) The Company is duly qualified as a foreign corporation to transact business and is in good standing in each state set forth on Schedule A to the opinion.

(iv) The authorized, issued and outstanding capital stock of the Company is as set forth in the Prospectuses in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to the Purchase Agreements or pursuant to reservations, agreements or employee benefit plans referred to in the Prospectus or options referred to in the Prospectus); the shares of issued and outstanding capital stock have been duly authorized and validly issued and are fully paid and non-assessable; and none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(v) The Securities to be purchased by the Underwriters from the Company have been duly authorized for issuance and sale to the Underwriters pursuant to the Purchase Agreements, and, when issued and delivered by the Company pursuant to the Purchase Agreements against payment of the consideration set forth in the Purchase Agreements, will be validly issued and fully paid and non-assessable and no holder of the Securities is or will be subject to personal liability by reason of being such a holder.

(vi) The issuance of the Securities is not subject to the preemptive or other similar rights of any securityholder of the Company.

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(vii) Each Subsidiary has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectuses and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Registration Statement, all of the issued and outstanding capital stock of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and, to the best of our knowledge, is owned by the Company, directly or through subsidiaries, and except as described in the Prospectuses, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity, and except as described in the Prospectuses, none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary.

(viii) The Purchase Agreements have been duly authorized, executed and delivered by the Company.

(ix) The Registration Statement has been declared effective under the 1933 Act; any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to the best of our knowledge, no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

(x) The Registration Statement, including any Rule 462(b) Registration Statement, the Rule 430A Information and the Rule 434 Information, as applicable, the Prospectuses and each amendment or supplement to the Registration Statement and the Prospectuses as of its effective or issue date (other than the financial statements and supporting schedules included therein or omitted therefrom, as to which we need express no opinion) complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations.

(xi) If Rule 434 has been relied upon, the Prospectuses were not "materially different," as such term is used in Rule 434, from the prospectuses included in the Registration Statement at the time it became effective.

(xii) The form of certificate used to evidence the Common Stock complies in all material respects with all applicable statutory requirements, with any applicable requirements of the charter and by-laws of the Company and the requirements of the New York Stock Exchange.

(xiii) To the best of our knowledge, there is not pending or threatened any action, suit, proceeding, inquiry or investigation, to which the Company or any subsidiary is a party, or to which the property of the Company or any subsidiary is subject, before or brought by any court or governmental agency or body, domestic or foreign, which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably

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be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in the Purchase Agreements or the performance by the Company of its obligations thereunder.

(xiv) The information in the Prospectuses under "Description of Capital Stock--Common Stock", "Business--Governmental Regulation and Environmental Matters ", "Business--Legal Proceedings and Insurance", "Description of Capital Stock--Preferred Stock", and in the Registration Statement under Item 14, to the extent that it constitutes matters of law, summaries of legal matters, the Company's charter and bylaws or legal proceedings, or legal conclusions, has been reviewed by us and is correct in all material respects.

(xv) To the best of our knowledge, there are no statutes or regulations that are required to be described in the Prospectuses that are not described as required.

(xvi) All descriptions in the Prospectuses of contracts and other documents to which the Company or its subsidiaries are a party are accurate in all material respects; to the best of our knowledge, there are no franchises, contracts, indentures, mortgages, loan agreements, notes, leases or other instruments required to be described or referred to in the Registration Statement or to be filed as exhibits thereto other than those described or referred to therein or filed or incorporated by reference as exhibits thereto, and the descriptions thereof or references thereto are correct in all material respects.

(xvii) To the best of our knowledge, neither the Company nor any subsidiary is in violation of its charter or by-laws and no default by the Company or any subsidiary exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any item that is listed on Exhibit B to this opinion.

(xviii) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign (other than under the 1933 Act and the 1933 Act Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states, as to which we need express no opinion) is necessary or required in connection with the due authorization, execution and delivery of the Purchase Agreement or for the offering, issuance, sale or delivery of the Securities.

(xix) The execution, delivery and performance of the Purchase Agreements and the consummation of the Acquisitions transactions contemplated in Purchase Agreements (including the issuance and sale of the Securities, and the use of the proceeds from the sale of the Securities as described in the Prospectuses under the caption "Use Of Proceeds") and the consummation of the Acquisitions and the financing thereof and compliance by the Company with its obligations under the Purchase Agreements do not and will not, whether with or without the giving of notice or lapse of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined in Section 1(a)(x) of the Purchase Agreements) under or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to us, to which the Company or any subsidiary is a party or by which it or any of them may be bound, or to which any of the property or

assets of the Company or any subsidiary is subject, nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary, or any applicable law, statute, rule, regulation, judgment, order, writ or decree, known to us, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their respective properties, assets or operations.

(xx) To the best of our knowledge, there are no persons, except as disclosed in the Prospectuses, with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(xxi) The Company is not an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the 1940 Act.

(xxii) To the best of our knowledge, the Reorganization documents as set forth in Exhibit C of the Purchase Agreements have been duly authorized, executed and delivered by each of the parties thereto and constitute a legally valid and binding obligation of the Company and are enforceable against the Company in accordance with their terms.

(xxiii) To the best of our knowledge, each of the Acquisition Agreements governing the acquisitions that are contemplated to occur on or before the Closing Date has been duly authorized, executed and delivered by the Company, and constitutes a legally valid and binding obligation of the Company and is enforceable against the Company in accordance with its terms.

(xxiv) To the best of our knowledge, each franchise agreement, in each case between a Subsidiary and the applicable Manufacturer (as defined in the Prospectuses) has been duly authorized by the Company and such Subsidiaries, enforceable in accordance with its terms, and the Company has obtained all consents, authorizations and approvals from the Manufacturers required to conduct the Acquisitions and the public offering of Common Stock as contemplated hereby other than Jaguar and Kia.

(xxv) To the best of our knowledge, the Company has all necessary corporate power and authority to execute, deliver and perform its obligations under the New Credit Agreement and the NationsBank Credit Agreement; and the New Credit Agreement and the NationsBank Credit Agreement have been duly authorized, executed and delivered by the Company, are in the form heretofore delivered to you, and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to or affecting enforcement of creditors' rights generally or by general principles of equity.

Nothing has come to our attention that would lead us to believe that the Registration Statement or any amendment thereto, including the Rule 430A Information and Rule 434 Information (if applicable), (except for financial statements and schedules and other financial data included therein or omitted therefrom, as to which we need make no statement), at the time such Registration Statement or any such amendment became

effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectuses or any amendment or supplement thereto (except for financial statements and schedules and other financial data included therein or omitted therefrom, as to which we need make no statement), at the time the Prospectuses were issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Very truly yours
PARKER, POE, ADAMS & BERNSTEIN L.L.P.

By: _____

October [], 1997

MERRILL LYNCH & CO.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.
as U.S. Representatives of the several
U.S. Underwriters to be named in the
within-mentioned U.S. Purchase Agreement

Merrill Lynch International
NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.
as Lead Managers of the several
Managers to be named in the within-
mentioned International Purchase Agreement

c/o Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated

North Tower
World Financial Center

New York, New York 10281-1209

Re: Proposed Public Offering by Sonic Automotive, Inc.

Dear Sirs:

The undersigned, a stockholder [and an officer and/or director] of Sonic Automotive, Inc., a Delaware corporation (the "Company"), understands that Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. propose to enter into a U.S. Purchase Agreement (the "U.S. Purchase Agreement") with the Company, and Merrill Lynch International, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. propose to enter into an International Purchase Agreement (the "International Purchase Agreement") with the Company, providing for the public offering of shares (the "Securities") of the Company's Class A common stock, par value \$0.01 per share (the "Common Stock"). In recognition of the benefit that such

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an offering will confer upon the undersigned as a stockholder [and an officer and/or director] of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the U.S. Purchase Agreement and with each manager to be named in the International Purchase Agreement that, during a period of 180 days from the date of the U.S. Purchase Agreement and the International Purchase Agreement, the undersigned will not, without the prior written consent of Merrill Lynch, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of the Company's Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or file any registration statement under the Securities Act of 1933, as amended, with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise.

Very truly yours,

Signature: _____
Print Name: _____

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EXHIBIT 1.2

SONIC AUTOMOTIVE, INC.

A Delaware corporation

5,000,000 Shares of Class A Common Stock

INTERNATIONAL PURCHASE AGREEMENT

Dated: November [], 1997

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Shares of Class A Common Stock

Par Value \$0.01 Per Share

INTERNATIONAL PURCHASE AGREEMENT

November [], 1997

MERRILL LYNCH INTERNATIONAL
NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.

as Lead Managers of the several International Managers
c/o Merrill Lynch International
Ropemaker Place
25 Ropemaker Street

London ECSY 9LY

ENGLAND

Ladies and Gentlemen:

Sonic Automotive, Inc., a Delaware corporation (the "Company"), confirms its agreement with Merrill Lynch International ("Merrill Lynch") and each of the other international underwriters named in Schedule A hereto (collectively, the "International Managers", which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom Merrill Lynch, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as representatives (in such capacity, the "Lead Managers"), with respect to the issue and sale by the Company and the purchase by the International Managers, acting severally and not jointly, of the respective numbers of shares of Class A Common Stock, par value \$0.01 per share, of the Company ("Common Stock") set forth in said Schedule A, and with respect to the grant by the Company to the International Managers, acting severally and not jointly, of the option described in Section 2(b) hereof to purchase all or any part of 150,000 additional shares of Common Stock to cover over-allotments, if any. The aforesaid 1,000,000 shares of Common Stock (the "Initial International Securities") to be purchased by the International Managers and all or any part of the 150,000 shares of Common Stock subject to the option described in Section 2(b) hereof (the "International Option Securities") are hereinafter called, collectively, the "International Securities".

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It is understood that the Company is concurrently entering into an agreement dated the date hereof (the "U.S. Purchase Agreement") providing for the offering by the Company of an aggregate of 4,000,000 shares of Common Stock (the "Initial U.S. Securities") through arrangements with certain underwriters in the United States (the "U.S. Underwriters") for which Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. are acting as representatives (the "U.S. Representatives") and the grant by the Company to the U.S. Underwriters, acting severally and not jointly, of an option to purchase all or any part of the U.S. Underwriters' pro rata portion of up to 600,000 additional shares of Common Stock solely to cover over-allotments, if any (the "U.S. Option Securities" and, together with the International Option Securities, the "Option Securities"). The Initial U.S. Securities and the U.S. Option Securities are hereinafter called the "U.S. Securities". It is understood that the Company is not obligated to sell and the International Managers are not obligated to purchase, any Initial International Securities unless all of the Initial U.S. Securities are contemporaneously purchased by the U.S. Underwriters.

The U.S. Underwriters and the International Managers are hereinafter collectively called the "Underwriters", the Initial U.S. Securities and the Initial International Securities are hereinafter collectively called the "Initial Securities", and the U.S. Securities, and the International Securities are hereinafter collectively called the "Securities".

The Underwriters will concurrently enter into an Intersyndicate Agreement of even date herewith (the "Intersyndicate Agreement") providing for the coordination of certain transactions among the Underwriters under the direction of Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated (in such capacity, the "Global Coordinator").

The Company understands that the International Managers propose to make a public offering of the International Securities as soon as the Lead Managers deem advisable after this Agreement has been executed and delivered.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (No. 333-33295) covering the registration of the Securities under the Securities Act of 1933, as amended (the "1933 Act"), including the related preliminary prospectus or prospectuses. Promptly after execution and delivery of this Agreement, the Company will either

(i) prepare and file a prospectus in accordance with the provisions of Rule 430A ("Rule 430A") of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations") and paragraph (b) of Rule 424 ("Rule 424(b)") of the 1933 Act Regulations or (ii) if the Company has elected to rely upon Rule 434 ("Rule 434") of the 1933 Act Regulations, prepare and file a term sheet (a "Term Sheet") in accordance with the provisions of Rule 434 and Rule 424(b). Two forms of prospectus are to be used in connection with the offering and sale of the Securities: one relating to the U.S. Securities (the "Form of U.S. Prospectus") and one relating to the International Securities (the "Form of International Prospectus"). The Form of International Prospectus is identical to the Form of U.S. Prospectus, except for their respective front cover pages, first page of "Prospectus Summary," "Underwriting" sections and back cover pages. The information included in any such prospectus or in any such Term Sheet, as the case may be, that was omitted from such registration statement at the time it became effective but that is deemed to be part of such registration statement at the

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time it became effective (a) pursuant to paragraph (b) of Rule 430A is referred to as "Rule 430A Information" or (b) pursuant to paragraph (d) of Rule 434 is referred to as "Rule 434 Information." Each Prospectus used before such registration statement became effective, and any prospectus that omitted, as applicable, the Rule 430A Information or the Rule 434 Information, that was used after such effectiveness and prior to the execution and delivery of this Agreement, is herein called a "preliminary prospectus." Such registration statement, including the exhibits thereto and schedules thereto at the time it became effective and including the Rule 430A Information and the Rule 434 Information, as applicable, is herein called the "Registration Statement." Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "Rule 462(b) Registration Statement," and after such filing the term "Registration Statement" shall include the Rule 462(b) Registration Statement. The final Form of U.S. Prospectus and the Final Form of International Prospectus in the form first furnished to the Underwriters for use in connection with the offering of the Securities are herein called the "U.S. Prospectus" and the "International Prospectus," respectively, and collectively, the "Prospectuses." If Rule 434 is relied on, the term "U.S. Prospectus" and "International Prospectus" shall refer to the preliminary U.S. Prospectus dated October 23, 1997 and preliminary International Prospectus dated October 23, 1997, respectively, each together with the applicable Term Sheet and all references in this Agreement to the date of the Prospectuses shall mean the date of the applicable Term Sheet. For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the U.S. Prospectus, the International Prospectus or any Term Sheet or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

SECTION 1. Representations and Warranties.

(a) Representations and Warranties by the Company. The Company represents and warrants to each International Manager as of the date hereof, as of the Closing Time referred to in Section 2(c) hereof, and as of each Date of Delivery (if any) referred to in Section 2(b), hereof and agrees with each International Manager, as follows:

(i) Compliance with Registration Requirements. Each of the Registration Statement and any Rule 462(b) Registration Statement has become effective under the 1933 Act and no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto became effective and at the Closing Time (and, if any International Option Securities are purchased, at the Date of Delivery), the Registration Statement, the Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to

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be stated therein or necessary to make the statements therein not misleading, and the Prospectuses, any preliminary prospectuses and any supplement thereto or prospectus wrapper prepared in connection therewith, at their respective times of issuance and at the Closing Time, complied and will comply in all material respects with any applicable laws or regulations of foreign jurisdictions in which the

Prospectuses and such preliminary prospectuses, as amended or supplemented, if applicable, are distributed in connection with the offer and sale of Reserved Securities. Neither the Prospectuses nor any amendments or supplements thereto (including any prospectus wrapper), at the time the Prospectuses or any amendments or supplements thereto were issued and at the Closing Time (and, if any International Option Securities are purchased, at the Date of Delivery), included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If Rule 434 is used, the Company will comply with the requirements of Rule 434 and the Prospectuses shall not be "materially different", as such term is used in Rule 434, from the prospectuses included in the Registration Statement at the time it became effective. The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement or the Prospectuses made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Lead Managers or the U.S. Representatives expressly for use in the Registration Statement or the Prospectuses.

Each preliminary prospectus and the prospectuses filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied when so filed in all material respects with the 1933 Act Regulations and each preliminary prospectus and the Prospectuses delivered to the Underwriters for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Independent Accountants. The accountants who certified the financial statements and supporting schedules included in the Registration Statement are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(iii) Financial Statements. The financial statements included in the Registration Statement and the Prospectuses, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules included in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Prospectuses present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial

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statements included in the Registration Statement. The pro forma financial statements and the related notes thereto included in the Registration Statement and the Prospectuses present fairly the information shown therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

(iv) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Registration Statement and the Prospectuses, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(v) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectuses or as proposed to be conducted and to enter into and perform its obligations under this

Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(vi) Good Standing of Subsidiaries. All of the subsidiaries of the Company (each a "Subsidiary") have been duly organized and are validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectuses and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Registration Statement, all of the issued and outstanding capital stock of each such Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only subsidiaries of the Company are the subsidiaries listed on Exhibit 21.1 to the Registration Statement.

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(vii) Capitalization. The authorized, issued and outstanding capital stock of the Company is as set forth in the Prospectuses in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Prospectuses or pursuant to the exercise of convertible securities or options referred to in the Prospectuses). The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(viii) Authorization of Agreement. This Agreement and the U.S. Purchase Agreement have been duly authorized, executed and delivered by the Company.

(ix) Authorization and Description of Securities. The Securities have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued, fully paid and non-assessable; the Common Stock conforms to all statements relating thereto contained in the Prospectus and such description conforms to the rights set forth in the instruments defining the same; no holder of the Securities will be subject to personal liability by reason of being such a holder; and the issuance of the Securities is not subject to the preemptive or other similar rights of any securityholder of the Company.

(x) Absence of Defaults and Conflicts. Neither the Company nor any of its subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, franchise agreement, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (collectively, "Agreements and Instruments") except for such defaults that would not result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement and the U.S. Purchase Agreement and the consummation of the transactions contemplated in this Agreement, and the U.S. Purchase Agreement and in the Registration Statement (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectuses under the caption "Use of Proceeds", the reorganization as described in the Prospectuses (the "Reorganization"), entering into the Bank Credit Agreement and consummating the Acquisitions) and compliance by the Company with its obligations under this Agreement and the U.S. Purchase Agreement have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or

assets of the Company or any subsidiary pursuant to, the Agreements and Instruments, nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or

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foreign, having jurisdiction over the Company or any subsidiary or any of their assets, properties or operations. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any subsidiary.

(xi) Absence of Labor Dispute. No labor dispute with the employees of the Company or any subsidiary exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any subsidiary's principal suppliers, manufacturers, customers or contractors, which, in any case, may reasonably be expected to result in a Material Adverse Effect.

(xii) Absence of Proceedings. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any subsidiary, which is required to be disclosed in the Registration Statement (other than as disclosed therein), or which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in this Agreement and the U.S. Purchase Agreement or the performance by the Company of its obligations hereunder or thereunder; the aggregate of all pending legal or governmental proceedings to which the Company or any subsidiary is a party or of which any of their respective property or assets is the subject which are not described in the Registration Statement, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(xiii) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement or the Prospectuses or to be filed as exhibits thereto which have not been so described and filed as required.

(xiv) Possession of Intellectual Property. The Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

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(xv) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities under this Agreement and the U.S. Purchase Agreement or the consummation of the transactions contemplated by this Agreement and the U.S. Purchase Agreement, except (i) such as have been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations and foreign or state securities or blue sky laws and (ii) such as have been obtained under the laws and regulations of jurisdictions outside the United States in which the Reserved Securities are offered.

(xvi) Possession of Licenses and Permits. The Company and its

subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them; the Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xvii) Title to Property. The Company and its subsidiaries have good and marketable title to all real property owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Prospectuses or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the Prospectuses, are in full force and effect, and neither the Company nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xviii) Investment Company Act. The Company is not, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Prospectuses will not be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (the "1940 Act").

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(xix) Environmental Laws. Except as described in the Registration Statement and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (D) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xx) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(xxi) Income Taxes. All United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed (taking into account extensions granted by the applicable federal governmental agency) and all taxes shown by such

returns or otherwise assessed, which are due and payable, have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided. All other corporate franchise and income tax returns of the Company and its subsidiaries required to be filed pursuant to applicable foreign, state or local law have been filed, except insofar as the failure to file such returns would not individually or in the aggregate have in a material adverse effect on the condition (financial or otherwise), earnings, business affairs or business prospects of the Company and its subsidiaries, considered together as one enterprise, and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not have a material adverse effect on the condition (financial or otherwise), earnings, business affairs or

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business prospects of the Company and its subsidiaries, considered together as one enterprise.

(xxii) Internal Controls. The Company and its subsidiaries maintain (and in the future will maintain) a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xxiii) Insurance. The Company and its subsidiaries carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect.

(xxiv) Offering Material. The Company has not distributed and, prior to the later to occur of (i) the Closing Time and (ii) completion of the distribution of the Securities, will not distribute any offering material in connection with the offering and sale of the Securities other than the Registration Statement, any preliminary prospectuses, the Prospectuses or other materials, if any, permitted by the 1933 Act and approved by the Lead Managers.

(xxv) Suppliers. No supplier of merchandise to the Company or any of its subsidiaries has ceased shipments of merchandise to the Company, other than in the normal and ordinary course of business consistent with past practices, which cessation would not result in a Material Adverse Effect.

(xxvi) Related Party Transactions. There are no business relationships or related party transactions of the nature described in Item 404 of Regulation S-K involving the Company or any of businesses being acquired pursuant to the Acquisitions (as defined in the Prospectuses) and any person described in such Item that are required to be disclosed in the Registration Statement and which have not been so disclosed.

(xxvii) Reorganization. The representations and warranties of the Company contained in the Reorganization documents (the "Reorganization Agreements") as set forth in Exhibit C hereto are true and correct as of the date hereof and the Reorganization Agreements are enforceable against the Company. All of the transactions contemplated by such agreements have been consummated in accordance with the terms as described therein (and as described in the Prospectuses) and none of such agreements have been amended or modified since the date of their execution.

(xxviii) Pending Acquisitions. Each of the agreements (collectively, the "Acquisition Agreements") governing the Acquisitions that are contemplated to occur on

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or before the Closing Date has been duly authorized, executed and

delivered by each of the parties, and constitutes a legally valid and binding obligation of the Company and to the Company's knowledge is enforceable against each such party thereto in accordance with its terms; except as described in the Prospectuses, each of the representations and warranties of the Company and its subsidiaries and, to the best of the Company's knowledge, of each of the other parties set forth in the Acquisition Agreements was true and correct at the time such representations and warranties were made and will be true and correct at and as of the Closing Date and the Company has received manufacturers consents to all of the Acquisitions.

(xxix) Franchise Agreements. Each franchise agreement, in each case between a Subsidiary and the applicable Manufacturer (as defined in the Prospectuses) has been duly authorized by the Company and such Subsidiaries, and, as of the Closing Date, the Company shall have obtained all consents, authorizations and approvals from the Manufacturers required to conduct the Acquisitions and the public offering of Common Stock as contemplated hereby except for Jaguar and Kia.

(xxx) Credit Agreement. The Company has all necessary corporate power and authority to execute, deliver and perform its obligations under the New Credit Agreement, between the Company and Ford Motor Credit Company (the "New Credit Agreement") and the credit agreement between the Company and NationsBank N.A. (the "NationsBank Credit Agreement"); the New Credit Agreement and the NationsBank Credit Agreement have been duly authorized, executed and delivered by the Company, are in the forms heretofore delivered to you, constitute valid and binding obligations of the Company, enforceable against the Company in accordance with its terms; and at the Closing Date, the Company shall be able to make borrowings thereunder.

(b) Officer's Certificates. Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Global Coordinator, the Lead Managers, or to counsel for the International Managers shall be deemed a representation and warranty by the Company to each International Managers as to the matters covered thereby.

SECTION 2. Sale and Delivery to International Managers; Closing.

(a) Initial Securities. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each International Manager, severally and not jointly, and each International Manager, severally and not jointly, agrees to purchase from the Company, at the price per share set forth in Schedule B, the number of Initial International Securities set forth in Schedule A opposite the name of such International Manager, plus any additional number of Initial International Securities which such International Manager may become obligated to purchase pursuant to the provisions of Section 10 hereof.

(b) Option Securities. In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the International Managers, severally and not jointly, to purchase up to an

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additional 150,000 shares of Common Stock at the price per share set forth in Schedule B, less an amount per share equal to any dividends or distributions declared by the Company and payable on the Initial International Securities but not payable on the International Option Securities. The option hereby granted will expire 30 days after the date hereof and may be exercised in whole or in part from time to time only for the purpose of covering over-allotments which may be made in connection with the offering and distribution of the Initial International Securities upon notice by the Global Coordinator to the Company setting forth the number of International Option Securities as to which the several International Managers are then exercising the option and the time and date of payment and delivery for such International Option Securities. Any such time and date of delivery for the International Option Securities (a "Date of Delivery") shall be determined by the Global Coordinator, but shall not be later than seven full business days after the exercise of said option, nor in any event prior to the Closing Time, as hereinafter defined. If the option is exercised as to all or any portion of the International Option Securities, each of the International Managers, acting severally and not jointly, will purchase that proportion of the total number of International Option Securities then being purchased which the number of Initial International Securities set forth in Schedule A opposite the name of such International Managers bears to the total number of Initial International Securities, subject in each case to such adjustments as the Global Coordinator in their discretion shall make to eliminate any sales or purchases of fractional shares.

(c) Payment. Payment of the purchase price for, and delivery of certificates for, the Initial Securities shall be made at the offices of Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, NY 10004, or at such other place as shall be agreed upon by the Global Coordinator and the

Company, at 9:00 A.M. (Eastern time) on the third (fourth, if the pricing occurs after 4:30 P.M. (Eastern time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Global Coordinator and the Company (such time and date of payment and delivery being herein called "Closing Time").

In addition, in the event that any or all of the International Option Securities are purchased by the International Managers, payment of the purchase price for, and delivery of certificates for, such International Option Securities shall be made at the above-mentioned offices, or at such other place as shall be agreed upon by the Global Coordinator and the Company, on each Date of Delivery as specified in the notice from the Global Coordinator to the Company.

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Lead Managers for the respective accounts of the International Managers of certificates for the International Securities to be purchased by them. It is understood that each International Manager has authorized the Lead Manager, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Initial International Securities and the International Option Securities, if any, which it has agreed to purchase. Merrill Lynch, individually and not as representative of the International Managers, may (but shall not be obligated to) make payment of the purchase price for the Initial International Securities or the International Option Securities, if any, to be purchased by any International Managers whose funds have not been received by the Closing

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Time or the relevant Date of Delivery, as the case may be, but such payment shall not relieve such International Managers from its obligations hereunder.

(d) Denominations; Registration. Certificates for the Initial International Securities and the International Option Securities, if any, shall be in such denominations and registered in such names as the Lead Managers may request in writing at least one full business day before the Closing Time or the relevant Date of Delivery, as the case may be. The certificates for the Initial International Securities and the International Option Securities, if any, will be made available for examination and packaging by the Lead Managers in The City of New York not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time or the relevant Date of Delivery, as the case may be.

(e) Appointment of Qualified Independent Underwriter. The Company hereby confirms its engagement of Merrill Lynch as, and Merrill Lynch hereby confirms its agreement with the Company to render services as, a "qualified independent underwriter" within the meaning of Rule 2720 of the Conduct Rules of the National Association of Securities Dealers, Inc. with respect to the offering and sale of the U.S. Securities. Merrill Lynch, solely in its capacity as qualified independent underwriter and not otherwise, is referred to herein as the "Independent Underwriter."

SECTION 3. Covenants of the Company. The Company covenants with each International Manager as follows:

(a) Compliance with Securities Regulations and Commission Requests. The Company, subject to Section 3(b), will comply with the requirements of Rule 430A or Rule 434, as applicable, and will notify the Global Coordinator immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective, or any supplement to the Prospectuses or any amended Prospectuses shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectuses or for additional information, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424(b) and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) Filing of Amendments. The Company will give the Global Coordinator notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b)),

or revision to either the prospectus included in the Registration Statement at the time it became effective or to the Prospectuses, will furnish the Global Coordinator with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Global Coordinator or counsel for the International Managers shall object.

(c) Delivery of Registration Statements. The Company has furnished or will deliver to the Lead Managers and counsel for the International Managers, without charge, signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Lead Managers, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the International Managers. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) Delivery of Prospectus. The Company has delivered to each International Manager, without charge, as many copies of each preliminary prospectus as such International Manager reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each International Manager, without charge, during the period when the International Prospectus is required to be delivered under the 1933 Act or the Securities Exchange Act of 1934 (the "1934 Act"), such number of copies of the International Prospectus (as amended or supplemented) as such International Manager may reasonably request. The International Prospectus and any amendments or supplements thereto furnished to the International Managers will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) Continued Compliance with Securities Laws. The Company will comply with the 1933 Act and the 1933 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement, the U.S. Purchase Agreement and in the Prospectuses. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the International Managers or for the Company, to amend the Registration Statement or amend or supplement any Prospectus in order that the Prospectuses will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement any Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such

statement or omission or to make the Registration Statement or the Prospectuses comply with such requirements, and the Company will furnish to the International Managers such number of copies of such amendment or supplement as the International Managers may reasonably request.

(f) Blue Sky Qualifications. The Company will use its best efforts, in cooperation with the International Managers, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions as the Global Coordinator may designate and to maintain such qualifications in effect for a period of not less than one year from the later of the effective date of the Registration Statement and any Rule 462(b) Registration Statement; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. In each jurisdiction in which the Securities have been so qualified, the Company will file such statements and reports as may be required by the laws of such jurisdiction to continue such

qualification in effect for a period of not less than one year from the effective date of the Registration Statement and any Rule 462(b) Registration Statement.

(g) Rule 158. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) Use of Proceeds. The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectuses under "Use of Proceeds".

(i) Listing. The Company will use its best efforts to effect the listing of the Common Stock (including the Securities) on the New York Stock Exchange (the "NYSE").

(j) Restriction on Sale of Securities. During a period of 180 days from the date of the Prospectus, the Company will not, without the prior written consent of the Global Coordinator, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any share of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to the Securities to be sold hereunder or under the International Purchase Agreement; provided that the Company may sell

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shares of Class A Common Stock to a third party as consideration for the Company's acquisition from such third party of a car dealership, provided that such third party executes a lock-up agreement on substantially the same terms described above for a period expiring 180 days after the date of the Prospectuses.

(k) Reporting Requirements. The Company, during the period when the Prospectus are required to be delivered under the 1933 Act or the 1934 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the rules and regulations of the Commission thereunder.

(l) Compliance with NASD Rules. The Company hereby agrees that it will ensure that the Reserved Securities will be restricted as required by the National Association of Securities Dealers, Inc. (the "NASD") or the NASD rules from sale, transfer, assignment, pledge or hypothecation for a period of three months following the date of this Agreement. The Underwriters will notify the Company as to which persons will need to be so restricted. At the request of the Underwriters, the Company will direct the transfer agent to place a stop transfer restriction upon such securities for such period of time. Should the Company release, or seek to release, from such restrictions any of the Reserved Securities, the Company agrees to reimburse the Underwriters for any reasonable expenses (including, without limitation, legal expenses) they incur in connection with such release.

SECTION 4. Payment of Expenses. (a) Expenses. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, including any stock or other transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters and the transfer of securities between the U.S. Underwriters and the International Managers, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the printing and delivery to the Underwriters of copies of each preliminary prospectus, any Term Sheets and of the Prospectuses and any amendments or supplements thereto, (vii) the

preparation, printing and delivery to the Underwriters of copies of the Blue Sky Survey and any supplement thereto, (viii) the fees and expenses of any transfer agent or registrar for the Securities and (ix) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by the National Association of Securities Dealers, Inc. (the "NASD") of the terms of the sale of the Securities and (x) the fees and expenses incurred in connection with the listing of the Securities on the NYSE and all costs and expenses of the Underwriters, including the fees and disbursements of counsel

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for the Underwriters, in connection with matters related to the Reserved Securities which are designated by the Company for sale to employees and others having a business relationship with the Company. In addition, the Company will pay all expenses above \$90,000 incurred in connection with the lodging, meals and travel costs incurred by or on behalf of Company officers and the Underwriters in connection with the road show presentations to prospective purchasers of the Securities. The Underwriters will pay the first \$90,000 of such expenses.

(b) Termination of Agreement. If this Agreement is terminated by the Lead Managers in accordance with the provisions of Section 5 or Section 9(a) (i) hereof, the Company shall reimburse the International Managers for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the International Managers.

SECTION 5 Conditions of International Managers' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof or in certificates of any officer of the Company or any subsidiary of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) Effectiveness of Registration Statement. The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and at Closing Time no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the International Managers. A prospectus containing the Rule 430A Information shall have been filed with the Commission in accordance with Rule 424(b) (or a post-effective amendment providing such information shall have been filed and declared effective in accordance with the requirements of Rule 430A) or, if the Company has elected to rely upon Rule 434, a Term Sheet shall have been filed with the Commission in accordance with Rule 424(b).

(b) Opinion of Counsel for Company. At Closing Time, the Lead Managers shall have received the favorable opinion, dated as of Closing Time, of Parker, Poe, Adams & Bernstein LLP, counsel for the Company, in form and substance satisfactory to counsel for the International Managers, together with signed or reproduced copies of such letter for each of the other International Managers to the effect set forth in Exhibit A hereto and to such further effect as counsel to the International Managers may reasonably request.

In addition, at Closing Time, the Lead Managers shall have received a signed copy of the opinions rendered by Parker, Poe, Adams & Bernstein LLP pursuant to the New Credit Agreement, the NationsBank Credit Agreement and the Acquisition Agreements, accompanied by a letter dated as of the date of such opinions stating that the Underwriters may rely on such opinions as if they were addressed to the Underwriters.

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(c) Opinion of Counsel for International Managers. At Closing Time, the Lead Managers shall have received the favorable opinion, dated as of Closing Time, of Fried, Frank, Harris, Shriver & Jacobson, counsel for the International Managers, together with signed or reproduced copies of such letter for each of the other International Managers with respect to the matters set forth in clauses (i), (ii), (v), (vi) (solely as to preemptive or other similar rights arising by operation of law or under the charter or by-laws of the Company), (viii) through (x), inclusive, (xii), (xiv) (solely as to the information in the Prospectus under "Description of Capital Stock--Common Stock") and the penultimate paragraph of Exhibit A hereto. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York and the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Lead Managers which may include counsel to the

Company. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and its subsidiaries and certificates of public officials.

(d) Officers' Certificate. At Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Lead Managers shall have received a certificate of the President of the Company and of the chief financial or chief accounting officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or are contemplated by the Commission.

(e) Accountant's Comfort Letter. At the time of the execution of this Agreement, the Lead Managers shall have received from Deloitte & Touche LLP a letter dated such date, in form and substance satisfactory to the Lead Managers, together with signed or reproduced copies of such letter for each of the other International Managers containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectuses.

(f) Bring-down Comfort Letter. At Closing Time, the Lead Managers shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to Closing Time.

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(g) Approval of Listing. At Closing Time, the Securities shall have been approved for listing on the NYSE, subject only to official notice of issuance.

(h) No Objection. The NASD has confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements.

(i) Lock-up Agreement. At the date of this Agreement, the Lead Managers shall have received an agreement substantially in the form of Exhibit B hereto signed by the persons listed on Schedule C hereto.

(j) Acquisition Agreements. The acquisitions contemplated by the Acquisition Agreements shall have been consummated in accordance with the terms described therein and there have been no amendments or modifications to the Acquisition Agreements since the date of their execution without the consent of the Lead Managers and no conditions to the Acquisitions shall have been waived without the consent of the Lead Managers.

(k) Reorganization. The Reorganization (as described in the Prospectuses) shall have been consummated in accordance with the terms as described therein and in the Reorganization Documents and there have been no amendments or modifications to the Reorganization Documents since the date of their execution.

(l) Manufacturers' Consents. The Lead Managers shall have received on or as of the Closing Date, as the case may be, a certificate, in a form and substance satisfactory to the Lead Managers, of two executive officers of the Company certifying that each of the Company and its subsidiaries owns, possesses or has obtained all required consents and approvals from all Manufacturers with respect to the Acquisitions and the public offering of Common Stock hereunder and such consents and approvals shall be in a form satisfactory to the Lead Managers other than Jaguar and Kia.

(m) Credit Agreement. The New Credit Agreement and the NationsBank Credit Agreement shall have been entered into at or prior to Closing Time. The Company has obtained or assumed floor plan financing for each of the dealerships acquired in the Acquisitions in form and substance satisfactory to the Lead Managers and in accordance with the pro forma presentation in the Prospectuses.

(n) Subscription Agreements. The subscription agreements and related promissory notes relating to the sale of a 20% interest in the Company's Dyer Volvo and Volvo of Chattanooga dealerships to Richard Dyer and Nelson Bowers, respectively, are substantially in the form provided and there have been no amendments or modifications to such agreements and related notes since the date of their execution.

(o) Purchase of Initial International Securities. Contemporaneously with the purchase by the International Managers of the Initial International Securities under this Agreement, the U.S. Underwriters shall have purchased the Initial U.S. Securities under the U.S. Purchase Agreement.

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(p) Additional Documents. At Closing Time and at each Date of Delivery, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Lead Managers and counsel for the International Managers.

(q) Conditions to Purchase of International Option Securities. In the event that the International Managers exercise their option provided in Section 2(b) hereof to purchase all or any portion of the International Option Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company or any subsidiary of the Company hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Lead Managers shall have received:

- (i) Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of the Company and of the chief financial or chief accounting officer of the Company confirming that the certificate delivered at the Closing Time pursuant to Section 5(d) hereof remains true and correct as of such Date of Delivery.
- (ii) Opinion of Counsel for Company. The favorable opinion of Parker, Poe, Adams & Bernstein LLP, counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(b) hereof.
- (iii) Opinion of Counsel for International Managers. The favorable opinion of Fried, Frank, Harris, Shriver & Jacobson, counsel for the International Managers, dated such Date of Delivery, relating to the International Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(c) hereof.
- (iv) Bring-down Comfort Letter. A letter from Deloitte & Touche LLP, in form and substance satisfactory to the Lead Managers and dated such Date of Delivery, substantially in the same form and substance as the letter furnished to the Lead Managers pursuant to Section 5(f) hereof, except that the "specified date" in the letter furnished pursuant to this paragraph shall be a date not more than five days prior to such Date of Delivery.

(r) Termination of Agreement. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the purchase of International Option Securities on a Date of Delivery

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which is after the Closing Time, the obligations of the several International Managers to purchase the relevant International Option Securities, may be terminated by the Lead Managers by notice to the Company at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without

liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) Indemnification of International Managers. The Company agrees to indemnify and hold harmless each International Manager and each person, if any, who controls any International Manager within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus or the Prospectuses (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by Merrill Lynch), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

PROVIDED, HOWEVER, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Lead Managers or the U.S. Representatives expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or any preliminary prospectus or the International Prospectus (or any amendment or supplement thereto).

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(b) Indemnification of Company, Directors and Officers. Each International Manager severally agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or any preliminary International Prospectus or the International Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such International Manager through the Lead Managers expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the International Prospectus (or any amendment or supplement thereto).

(c) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by Merrill Lynch, and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In

no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a) (ii) or (iii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying

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party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) Indemnification for Reserved Securities. In connection with the offer and sale of the Reserved Securities, the Company agrees, promptly upon a request, in writing to indemnify and hold harmless the Underwriters from and against any and all losses, liabilities, claims, damages and expenses incurred by them as a result of the failure of eligible directors, officers, employees, business associates and related persons of the Company to pay for and accept delivery of Reserved Securities which, by the end of the first business day following the date of this Agreement, were subject to a properly confirmed agreement to purchase.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the International Managers on the other hand from the offering of the International Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the International Managers on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company on the one hand and the International Managers on the other hand in connection with the offering of the International pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the International Securities pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discount received by the International Managers, in each case as set forth on the cover of the International Prospectus, or, if Rule 434 is used, the corresponding location on the Term Sheet, bear to the aggregate initial public offering price of the International Securities as set forth on such cover.

The relative fault of the Company on the one hand and the International Managers on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the International Managers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the International Managers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if International Managers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The

aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal

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or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no International Managers shall be required to contribute any amount in excess of the amount by which the total price at which the International Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such International Managers has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an International Manager within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such International Manager, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company. The International Managers' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Initial International Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any International Manager or controlling person, or by or on behalf of the Company, and shall survive delivery of the Securities to the International Managers.

SECTION 9. Termination of Agreement.

(a) Termination; General. The Lead Managers may terminate this Agreement, by notice to the Company, at any time at or prior to Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the International Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Lead Managers, impracticable to market the Securities or to enforce contracts

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for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission, or the NYSE, if trading generally on the American Stock Exchange or the NYSE or in the Nasdaq National Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the National Association of Securities Dealers, Inc. or any other governmental authority, or (iv) if a banking moratorium has been declared by either Federal or New York authorities.

(b) Liabilities. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the International Managers.

If one or more of the International Managers shall fail at Closing Time or a Date of Delivery to purchase the Securities which it or they are obligated to

purchase under this Agreement (the "Defaulted Securities"), the Lead Managers shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting International Managers, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Lead Managers shall not have completed such arrangements within such 24-hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the number of International Securities to be purchased on such date, each of the non-defaulting International Managers shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting International Managers, or

(b) if the number of Defaulted Securities exceeds 10% of the number of International Securities to be purchased on such date, this Agreement or, with respect to any Date of Delivery which occurs after the Closing Time, the obligation of the International Managers to purchase and of the Company to sell the Option Securities to be purchased and sold on such Date of Delivery shall terminate without liability on the part of any non-defaulting International Manager.

No action taken pursuant to this Section shall relieve any defaulting International Manager from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement or, in the case of a Date of Delivery which is after the Closing Time, which does not result in a termination of the obligation of the International Manager to purchase and the Company to sell the relevant International Option Securities, as the case may be, either the Lead Managers or the Company shall have the right to postpone Closing Time or the relevant Date of Delivery, as the case may be, for a period not exceeding seven days in order to effect any required changes in the Registration Statement or Prospectus or in any other documents or arrangements. As used

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herein, the term "International Manager" includes any person substituted for an International Manager under this Section 10.

SECTION 11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the International Managers shall be directed to the Lead Managers at North Tower, World Financial Center, New York, New York 10281-1201, attention of Joel Van Dusen; with a copy to Stuart Gelfond, Esq., Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004; and notices to the Company shall be directed to it at Sonic Automotive, Inc., 5401 East Independence Boulevard, P.O. Box 18747, Charlotte, North Carolina 28218, attention of Theodore Wright; with a copy to Gary C. Ivey, Esq., Parker, Poe, Adams & Bernstein L.L.P., 2500 Charlotte Plaza, Charlotte, North Carolina 28244.

SECTION 12. Parties. This Agreement shall each inure to the benefit of and be binding upon the International Managers and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the International Managers and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the International Managers and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any International Managers shall be deemed to be a successor by reason merely of such purchase.

SECTION 13. GOVERNING LAW AND TIME. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 14. Effect of Headings. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

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If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement

between the U.S. Underwriters and the Company in accordance with its terms.

Very truly yours,

SONIC AUTOMOTIVE, INC

By _____
Title:

CONFIRMED AND ACCEPTED, as of the date first above written:

MERRILL LYNCH INTERNATIONAL
NATIONS Banc MONTGOMERY SECURITIES, INC.
WHEAT, FIRST SECURITIES, INC.

By: MERRILL LYNCH INTERNATIONAL

By _____
Authorized Signatory

For themselves and as Lead Managers of the other International Managers named in Schedule A hereto

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SCHEDULE A

Name of International Manager	Number of Initial International Securities
Merrill International.....	
NationsBanc Montgomery Securities, Inc.....	
Wheat, First Securities, Inc.	
Total.....	----- 1,000,000 =====

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SCHEDULE B

SONIC AUTOMOTIVE, INC.

1,000,000 Shares of Class A Common Stock

(Par Value \$0.01 Per Share)

1. The initial public offering price per share for the Securities, determined as provided in said Section 2, shall be \$ [].

2. The purchase price per share for the International Securities to be paid by the several International Managers shall be \$ [], being an amount equal to the initial public offering price set forth above less \$ [] per share; provided that the purchase price per share for any International Option Securities purchased upon the exercise of the over-allotment option described in Section 2(b) shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Initial International Securities but not payable on the International Option Securities.

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SCHEDULE C

O. Bruton Smith

B. Scott Smith

William R. Brooks

Sonic Financial Corporation

Nelson E. Bowers, II

Theodore M. Wright

Jeffrey C. Rachor

O. Ken Marks, Jr.

Ivan A. Tufty

William M. Sullivan

William S. Egan

Richard S. Dyer

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Exhibit A

October [], 1997

MERRILL LYNCH & CO.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.

as U.S. Representatives of the several
U.S. Underwriters

Merrill Lynch International

NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.

as Lead Managers of the several
Managers

c/o Merrill Lynch & Co.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

North Tower

World Financial Center

New York, New York 10281-1209

Ladies and Gentlemen:

We have acted as counsel for Sonic Automotive, Inc., a Delaware corporation (the "Company") in connection with the underwritten public offering of up to 5,750,000 shares (the "Shares") of Class A Common Stock, par value \$.01 per share (the "Common Stock"), of the Company, of which 750,000 shares will be sold pursuant to the exercise of an over-allotment option. This opinion is being delivered to you pursuant to (i) Section 5(b) of the U.S. Purchase Agreement between the U.S. Underwriters named in Schedule A thereto and the Company (the "U.S. Purchase Agreement") and (ii) Section 5(b) of the International Purchase Agreement between the International Managers named in Schedule A thereto and the Company (the "International Purchase Agreement" and together with the U.S. Purchase Agreement, the "Purchase Agreements"). All capitalized terms used herein that are defined in, or by reference in, the Purchase Agreement have the meanings assigned to such terms therein or by reference therein, unless otherwise defined herein.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed or reproduction copies of such agreements, instruments, documents and records of the Company, such certificates of public officials and such

-1-

other documents, and (iii) received such information from officers and representatives of the Company as we have deemed necessary or appropriate for the purposes of this opinion.

In all such examinations, we have assumed the legal capacity of all natural persons executing Documents, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed or reproduction copies.

To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Documents other than the Company have the power and authority to enter into and perform such documents and to consummate the transactions contemplated thereby, that the Documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of such parties enforceable against such parties in accordance with their terms, and that such parties will comply with all of their obligations under the Documents and all laws applicable thereto.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware.

(ii) The Company has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus or as proposed to be conducted and to enter into and perform its obligations under the Purchase Agreement.

(iii) The Company is duly qualified as a foreign corporation to transact business and is in good standing in each state set forth on Schedule A to the opinion.

(iv) The authorized, issued and outstanding capital stock of the Company is as set forth in the Prospectuses in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to the Purchase Agreements or pursuant to reservations, agreements or employee benefit plans referred to in the Prospectus or options referred to in the Prospectus); the shares of issued and outstanding capital stock have been duly authorized and validly issued and are fully paid and non-assessable; and none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(v) The Securities to be purchased by the Underwriters from the Company have been duly authorized for issuance and sale to the Underwriters pursuant to the Purchase Agreements, and, when issued and delivered by the Company pursuant to the Purchase Agreements against payment of the consideration set forth in the Purchase Agreements, will be validly issued and fully paid and non-assessable and no holder of the Securities is or will be subject to personal liability by reason of being such a holder.

(vi) The issuance of the Securities is not subject to the preemptive or other similar rights of any securityholder of the Company.

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(vii) Each Subsidiary has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectuses and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Registration Statement, all of the issued and outstanding capital stock of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and, to the best of our knowledge, is owned by the Company, directly or through subsidiaries, and except as described in the Prospectuses, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity, and except as described in the Prospectuses, none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary.

(viii) The Purchase Agreements have been duly authorized, executed and delivered by the Company.

(ix) The Registration Statement has been declared effective under the 1933 Act; any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to the best of our knowledge, no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

(x) The Registration Statement, including any Rule 462(b) Registration Statement, the Rule 430A Information and the Rule 434 Information, as applicable, the Prospectuses and each amendment or supplement to the Registration Statement and the Prospectuses as of its effective or issue date (other than the financial statements and supporting schedules included therein or omitted therefrom, as to which we need express no opinion) complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations.

(xi) If Rule 434 has been relied upon, the Prospectuses were not "materially different," as such term is used in Rule 434, from the prospectuses included in the Registration Statement at the time it became effective.

(xii) The form of certificate used to evidence the Common Stock complies in all material respects with all applicable statutory requirements, with any applicable requirements of the charter and by-laws of the Company and the requirements of the New York Stock Exchange.

(xiii) To the best of our knowledge, there is not pending or threatened any action, suit, proceeding, inquiry or investigation, to which the Company or any subsidiary is a party, or to which the property of the Company or any subsidiary is subject, before or brought by any court or governmental agency or body, domestic or foreign, which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably

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be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in the Purchase Agreements or the performance by the Company of its obligations thereunder.

(xiv) The information in the Prospectuses under "Description of Capital Stock--Common Stock", "Business--Governmental Regulation and Environmental Matters ", "Business--Legal Proceedings and Insurance", "Description of Capital Stock--Preferred Stock", and in the Registration Statement under Item 14, to the extent that it constitutes matters of law, summaries of legal matters, the Company's charter and bylaws or legal proceedings, or legal conclusions, has been reviewed by us and is correct in all material respects.

(xv) To the best of our knowledge, there are no statutes or regulations that are required to be described in the Prospectuses that are not described as required.

(xvi) All descriptions in the Prospectuses of contracts and other documents to which the Company or its subsidiaries are a party are accurate in all material respects; to the best of our knowledge, there are no franchises, contracts, indentures, mortgages, loan agreements, notes, leases or other instruments required to be described or referred to in the Registration Statement or to be filed as exhibits thereto other than those described or referred to therein or filed or incorporated by reference as exhibits thereto, and the descriptions thereof or references thereto are correct in all material respects.

(xvii) To the best of our knowledge, neither the Company nor any subsidiary is in violation of its charter or by-laws and no default by the Company or any subsidiary exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any item that is listed on Exhibit B to this opinion.

(xviii) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign (other than under the 1933 Act and the 1933 Act Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states, as to which we need express no opinion) is necessary or required in connection with the due authorization, execution and delivery of the Purchase Agreement or for the offering, issuance, sale or delivery of the Securities.

(xix) The execution, delivery and performance of the Purchase Agreements and the consummation of the Acquisitions transactions contemplated in Purchase Agreements (including the issuance and sale of the Securities, and the use of the proceeds from the sale of the Securities as described in the Prospectuses under the caption "Use Of Proceeds") and the consummation of the Acquisitions and the financing thereof and compliance by the Company with its obligations under the Purchase Agreements do not and will not, whether with or without the giving of notice or lapse of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined in Section 1(a)(x) of the Purchase Agreements) under or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to us, to which the Company or any subsidiary is a party or by which it or any of them may be bound, or to which any of the property or

assets of the Company or any subsidiary is subject, nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary, or any applicable law, statute, rule, regulation, judgment, order, writ or decree, known to us, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their respective properties, assets or operations.

(xx) To the best of our knowledge, there are no persons, except as disclosed in the Prospectuses, with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(xxi) The Company is not an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the 1940 Act.

(xxii) To the best of our knowledge, the Reorganization documents as set forth in Exhibit C of the Purchase Agreements have been duly authorized, executed and delivered by each of the parties thereto and constitute a legally valid and binding obligation of the Company and are enforceable against the Company in accordance with their terms.

(xxiii) To the best of our knowledge, each of the Acquisition Agreements governing the acquisitions that are contemplated to occur on or before the Closing Date has been duly authorized, executed and delivered by the Company, and constitutes a legally valid and binding obligation of the Company and is enforceable against the Company in accordance with its terms.

(xxiv) To the best of our knowledge, each franchise agreement, in each case between a Subsidiary and the applicable Manufacturer (as defined in the Prospectuses) has been duly authorized by the Company and such Subsidiaries, enforceable in accordance with its terms, and the Company has obtained all consents, authorizations and approvals from the Manufacturers required to conduct the Acquisitions and the public offering of Common Stock as contemplated hereby other than Jaguar and Kia.

(xxv) To the best of our knowledge, the Company has all necessary corporate power and authority to execute, deliver and perform its obligations under the New Credit Agreement and the NationsBank Credit Agreement; and the New Credit Agreement and the NationsBank Credit Agreement have been duly authorized, executed and delivered by the Company, are in the form heretofore delivered to you, and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to or affecting enforcement of creditors' rights generally or by general principles of equity.

Nothing has come to our attention that would lead us to believe that the Registration Statement or any amendment thereto, including the Rule 430A Information and Rule 434 Information (if applicable), (except for financial statements and schedules and other financial data included therein or omitted therefrom, as to which we need make no statement), at the time such Registration Statement or any such amendment became

effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectuses or any amendment or supplement thereto (except for financial statements and schedules and other financial data included therein or omitted therefrom, as to which we need make no statement), at the time the Prospectuses were issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Very truly yours
PARKER, POE, ADAMS & BERNSTEIN L.L.P.

By: _____

October [], 1997

MERRILL LYNCH & CO.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.
as U.S. Representatives of the several
U.S. Underwriters to be named in the
within-mentioned U.S. Purchase Agreement

Merrill Lynch International
NationsBanc Montgomery Securities, Inc.
Wheat, First Securities, Inc.
as Lead Managers of the several
Managers to be named in the within-
mentioned International Purchase Agreement

c/o Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated

North Tower
World Financial Center

New York, New York 10281-1209

Re: Proposed Public Offering by Sonic Automotive, Inc.

Dear Sirs:

The undersigned, a stockholder [and an officer and/or director] of Sonic Automotive, Inc., a Delaware corporation (the "Company"), understands that Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. propose to enter into a U.S. Purchase Agreement (the "U.S. Purchase Agreement") with the Company, and Merrill Lynch International, NationsBanc Montgomery Securities, Inc. and Wheat, First Securities, Inc. propose to enter into an International Purchase Agreement (the "International Purchase Agreement") with the Company, providing for the public offering of shares (the "Securities") of the Company's Class A common stock, par value \$0.01 per share (the "Common Stock"). In recognition of the benefit that such

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an offering will confer upon the undersigned as a stockholder [and an officer and/or director] of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the U.S. Purchase Agreement and with each manager to be named in the International Purchase Agreement that, during a period of 180 days from the date of the U.S. Purchase Agreement and the International Purchase Agreement, the undersigned will not, without the prior written consent of Merrill Lynch, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of the Company's Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or file any registration statement under the Securities Act of 1933, as amended, with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise.

Very truly yours,

Signature: _____
Print Name: _____

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TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

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I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

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DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
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p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
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p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

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PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

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DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES -----	TITLE -----	PERCENT OF OWNERSHIP -----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom -----	Used Vehicle Display and Sales -----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
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p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES -----	TITLE -----	PERCENT OF OWNERSHIP -----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom -----	Used Vehicle Display and Sales -----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

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This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

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- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

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- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
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- D. Make all payments to DISTRIBUTOR when due.

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OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
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DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

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Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

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among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
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Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
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PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

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PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
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TOYOTA DEALER
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DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

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Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

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DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

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p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
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DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
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TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
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p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
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61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
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p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
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p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
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61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
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p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
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61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
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p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
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61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
-----	-----	-----
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
-----	-----
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
p28220	p28224	28226	p28228	p28230	p28231	p28232	p28233	p28234	p28235	
p28236	p28237	p2824	p28242	p28243	p28244	p28246	p28247	p28250	p28255	
p28260	p28261	p28265	p28266	p28272	p28274	p28275	28277	p28280	p28281	
p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____ day of _____ , DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

TOYOTA DEALER AGREEMENT

This is an Agreement between Southeast Toyota Distributors, Inc. (DISTRIBUTOR), and Marcus David Corporation (DEALER), a(n) [] individual, [] partnership, [X] corporation. If a corporation, DEALER is duly incorporated in the State of North Carolina and doing business as Town & Country Toyota.

PURPOSES AND OBJECTIVES OF THIS AGREEMENT

DISTRIBUTOR sells Toyota Products which are manufactured or approved by Toyota Motor Corporation (FACTORY) and imported and/or sold to DISTRIBUTOR by Toyota Motor Sales, U.S.A., Inc. (IMPORTER). It is of vital importance to DISTRIBUTOR that Toyota Products are sold and serviced in a manner which promotes consumer confidence and satisfaction and leads to increased product acceptance. Accordingly, DISTRIBUTOR has established a network of authorized Toyota dealers, operating at approved locations and pursuant to certain standards, to sell and service Toyota Products. DEALER desires to become one of DISTRIBUTOR'S authorized dealers. Based upon the representations and promises of DEALER, set forth herein, DISTRIBUTOR agrees to appoint DEALER as an authorized Toyota dealer and welcomes DEALER to DISTRIBUTOR'S network of authorized dealers of Toyota Products.

This Agreement sets forth the rights and responsibilities of DISTRIBUTOR as seller and DEALER as buyer of Toyota Products. DISTRIBUTOR enters into this Agreement in reliance upon DEALER'S integrity, ability, assurance of personal services, expressed intention to deal fairly with the consuming public and with DISTRIBUTOR, and promise to adhere to the terms and conditions herein. Likewise, DEALER enters into this Agreement in reliance upon DISTRIBUTOR'S promise to adhere to the terms and conditions herein. DISTRIBUTOR and DEALER shall refrain from conduct which may be detrimental to or adversely reflect upon the reputation of the FACTORY, IMPORTER, DISTRIBUTOR, DEALER or Toyota Products in general. The parties acknowledge that the success of the relationship between DISTRIBUTOR and DEALER depends upon the mutual understanding and cooperation of both DISTRIBUTOR and DEALER.

Dealer Code 32112

1

I. RIGHTS GRANTED TO THE DEALER

Subject to the terms of this Agreement, DISTRIBUTOR hereby grants DEALER the non-exclusive right:

- A. To buy and resell the Toyota Products identified in the Toyota Product Addendum hereto which may be periodically revised by IMPORTER;
- B. To identify itself as an authorized Toyota dealer utilizing approved signage at the location(s) approved herein;
- C. To use the name Toyota and the Toyota Marks in the advertising, promotion, sale and servicing of Toyota Products in the manner herein provided.

DISTRIBUTOR reserves the unrestricted right to sell Toyota Products and to grant the privilege of using the name Toyota or the Toyota Marks to other dealers or entities, wherever they may be located.

II. RESPONSIBILITIES ACCEPTED BY THE DEALER

DEALER accepts its appointment as an authorized Toyota dealer and agrees to:

- A. Sell and promote Toyota Products subject to the terms and conditions of this Agreement;
- B. Service Toyota Products subject to the terms and conditions of this Agreement;
- C. Establish and maintain satisfactory dealership facilities at the location(s) set forth herein; and
- D. Make all payments to DISTRIBUTOR when due.

III. TERM OF AGREEMENT

This Agreement is effective this 6th day of August, 1996 and shall continue for a period of (24) Months , and shall expire on August 5, 1998 unless ended earlier by mutual agreement or terminated as provided herein. This Agreement may not be continued beyond its expiration date except by written consent of DISTRIBUTOR and IMPORTER.

IV. OWNERSHIP OF DEALERSHIP

This Agreement is a personal service Agreement and has been entered into by DISTRIBUTOR in reliance upon and in consideration of DEALER's representation that only the following named persons are the Owners of DEALER, that such persons will serve in the capacities indicated, and that such persons are committed to achieving the purposes, goals and commitments of this Agreement:

OWNERS' NAMES	TITLE	PERCENT OF OWNERSHIP
O. Bruton Smith	PRES	80.0%
William S. Egan	VP GM	20.0%

V. MANAGEMENT OF DEALERSHIP

DISTRIBUTOR and DEALER agree that the retention of qualified management is of critical importance to satisfy the commitments made by DEALER in this Agreement. DISTRIBUTOR, therefore, enters into this Agreement in reliance upon DEALER's representation that William S. Egan , and no other person, will exercise the function of General Manager, be in complete charge of DEALER'S operations, and will have authority to make all decisions on behalf of DEALER with respect to DEALER'S operations. DEALER further agrees that the General Manager shall devote his or her full efforts to DEALER'S operations.

VI. CHANGE IN MANAGEMENT OR OWNERSHIP

This is a personal service contract. DISTRIBUTOR has entered into this Agreement because DEALER has represented to DISTRIBUTOR that the Owners and General Manager of DEALER identified herein possess the personal qualifications, skill and commitment necessary to ensure that DEALER will promote, sell and service Toyota Products in the most effective manner, enhance the Toyota image and increase market acceptance of Toyota Products. Because DISTRIBUTOR has entered into this Agreement in reliance upon these representations and DEALER's assurances of the active involvement of such persons in DEALER operations, any change in ownership, no matter what the share or relationship between parties, or any changes in General Manager from the person specified herein, requires the prior written consent of DISTRIBUTOR, which DISTRIBUTOR shall not unreasonably withhold.

DEALER agrees that factors which would make DISTRIBUTOR's withholding of consent reasonable would include, without limitation, the failure of a new Owner or General Manager to meet DISTRIBUTOR'S standards with regard to financial capability, experience and success in the automobile dealership business.

VII. APPROVED DEALER LOCATIONS

In order that DISTRIBUTOR may establish and maintain an effective network of authorized Toyota dealers, DEALER agrees that it shall conduct its Toyota operation only and exclusively in facilities and at locations herein designated and approved by DISTRIBUTOR. DISTRIBUTOR hereby designates and approves the following facilities as the exclusive location(s) for the sale and servicing of Toyota Products and the display of Toyota Marks:

New Vehicle Sales and Showroom	Used Vehicle Display and Sales
9101 South Boulevard Charlotte, NC 28224	9101 South Boulevard Charlotte, NC 28224
Sales and General Office	Body and Paint

Same as above

Same as above

Parts

Service

Same as above

Same as above

Other Facilities

Storage
Same as above

DEALER may not, either directly or indirectly, display Toyota Marks or establish or conduct any dealership operations contemplated by this Agreement, including the display, sale and servicing of Toyota Products, at any location or facility other than those approved herein without the prior written consent of DISTRIBUTOR. DEALER may not modify or change the usage or function of any location or facility approved herein or otherwise utilize such locations or facilities for any functions other than the approved function(s) without the prior written consent of DISTRIBUTOR.

VIII. PRIMARY MARKET AREA

DISTRIBUTOR will assign DEALER a geographic area called a Primary Market Area ("PMA"). The PMA is used by DISTRIBUTOR to evaluate DEALER's performance of its obligations,

among other things. DEALER agrees that it has no exclusive right to any such PMA. DISTRIBUTOR may add new dealers, relocate dealers, or adjust DEALER'S PMA as it reasonably determines is necessary. DEALER'S PMA is set forth on the PMA Addendum hereto.

Nothing contained in this Agreement, with the exception of Section XIV(B), shall limit or be construed to limit the geographical area in which, or the persons to whom, DEALER may sell or promote the sale of Toyota products.

IX. STANDARD PROVISIONS

The "Toyota Dealer Agreement Standard Provisions" are incorporated herein and made part of this Agreement as if fully set forth herein.

X. ADDITIONAL PROVISIONS

In consideration of DISTRIBUTOR'S agreement to appoint DEALER as an authorized Toyota dealer, DEALER further agrees:

- 1) Dealer agrees to achieve, prior to the expiration of this Agreement and to thereafter maintain throughout the duration of this Agreement, Toyota car and truck penetration in its Primary Market Area that is at least equal to the Region's penetration rate.
- 2) Dealer agrees to achieve 100 percent car sales efficiency prior to the expiration of this Agreement and to thereafter maintain 100 percent car sales efficiency throughout the duration of this Agreement.
- 3) Dealer agrees to achieve and maintain, prior to the expiration of this Agreement, a satisfactory customer satisfaction performance, as measured by all applicable standards established by Toyota Motor Sales, U. S. A., Inc., and which are modified from time to time.
- 4) If, at any time during the term of this Agreement, all of the Additional Provisions set forth above have been attained and maintained for a continuous period of six (6) months and dealer has complied with Distributor's policies concerning truck sales efficiency, profitability, Net Working Capital, debt-to-equity and facility, then Distributor will immediately recommend to Importer that dealer be granted a Six (6) Year Renewal Agreement.

XI. EXECUTION OF AGREEMENT

Notwithstanding any other provision herein, the parties to this Agreement, DISTRIBUTOR and DEALER, agree that this Agreement shall be valid and

binding only if it is signed:

- A. On behalf of DEALER by a duly authorized person;
- B. On behalf of DISTRIBUTOR by the President and/or an authorized General Manager, if any, of DISTRIBUTOR, and
- C. On behalf of IMPORTER, solely in connection with its limited undertaking herein, by President of IMPORTER

XII. CERTIFICATION

By their signatures hereto, the parties agree that they have read and understand this Agreement, including the Standard Provisions incorporated herein, are committed to its purposes and objectives and agree to abide by all of its terms and conditions.

Marcus David Corporation d/b/a
Town & Country Toyota

-----DEALER
(Dealer Entity Name)

Date: 6/20/96	By: /s/ O. Bruton Smith	Pres.
-----	-----	-----
	Signature	Title

Date: _____	By: _____	_____
	Signature	Title

Southeast Toyota Distributors, Inc.

-----DISTRIBUTOR
(Distributor Name)

Date: 7/3/96	By: /s/ John Williams, Jr.	General Manager
-----	-----	-----
	Signature	Title
	John Williams, Jr.	

Date: _____	By: _____	_____
	Signature	Title

Undertaking by IMPORTER: In the event of termination of this Agreement by virtue of termination or expiration of DISTRIBUTOR's contract with IMPORTER, IMPORTER, through its designee, will offer DEALER a new agreement of no less than one year's duration and containing the terms of the Toyota Dealer Agreement then prescribed by IMPORTER

TOYOTA MOTOR SALES, U.S.A., INC.

Date: 8/6/96	By: /s/ Y. Ishizaka	President
-----	-----	-----
	Y. Ishizaka	Signature
		Title

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/ZIP codes outlined in Blue

[GRAPHIC OMITTED]

Map

CHARLOTTE M - TOWN & COUNTRY TOYOTA
PMA Shaded/Census Tracts outlined in Black

[GRAPHIC OMITTED]

DEFINITION: A-ORIGINAL DATE: 07/30/97

PMA 0503100012000001 TOWN & COUNTRY TOYOTA ZIP / ZIP*

p28130	28134	28202	28203	28208	28209	28210	28214	28216	28217	p28219
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p28282	p28283	p28284	p28285	p28286	p28287	p28288	p28289	p28290	p28296	
p28297										
28078 (45%)	28105 (20%)	28110 (2%)	28112 (10%)	28173 (89%)	28204 (40%)					
28206 (12%)	28207 (46%)	28211 (35%)	28269 (8%)	28273 (95%)	28278 (10%)					
29715 (53%)	29720 (29%)									

DEFINITION: A-ORIGINAL DATE: 07/30/96

PMA 0503100012000001 TOWN & COUNTRY TOYOTA Tract / Tract*

37-119-1	2	3	4	5	6	26	27	29.01	29.03	29.04	30.05	30.06	30.07	
30.08	30.09	31.02	31.03	31.04	31.05	32.98	33	34	35	36	37	38.03		
38.04	38.98	39.01	39.02	40	41	42	43.01	43.02	44	45	46	47	48	49
50	54.01	58.06	58.07	58.08	58.09	58.10	59.01	59.03	60.01	60.02				
61	62.02	37-179-210	45-57-111	112	45-91-610.01									

TOYOTA DEALER
MINIMUM NET WORKING CAPITAL AGREEMENT

THIS AGREEMENT, made as of the 13th day of December, by and between MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA a(as) Individual Partnership X Corporation, located at 9101 SOUTH BLVD. CHARLOTTE NC Dealer Code 32112 (hereinafter called "DEALER") and SOUTHEAST TOYOTA, INC. (hereinafter called "DISTRIBUTOR").

DEALER and DISTRIBUTOR have entered into a Toyota Dealer Agreement dated June 20, 1994 and net working capital requirements have been established in an effort to ensure that there is sufficient capital available for the growth of a dealer. The net working capital requirements are the established minimums. The term "net working capital" shall mean the difference between current assets and current liabilities plus the current portion of long-term debt.

DEALER and DISTRIBUTOR mutually agree as follows:

1. That it is considered necessary for the proper operation of DEALER's business that DEALER should have, maintain and actually employ in its business \$1,370,635 of net working capital.
2. That as of the 21 ST day of NOVEMBER 1995 ,DEALER meets or exceeds the Net Working Capital requirement as documented on DEALER's OCTOBER 1995 Year-To-Date Financial Statement or Pro Forma dated_____.

OR

3. That as of the _____day of _____, DEALER is deficient \$_____ in Net Working Capital, as documented on DEALER'S _____, Year-To-Date Financial Statement.

Dealer is required to remedy the Net Working deficiency as stated in Paragraph 3 above no later than _____

- 4. If, because of changed conditions, it should become necessary to revise the minimum amount of net working capital deemed to be necessary to conduct DEALER's business properly, DISTRIBUTOR shall have the right to revise DEALER's minimum net working capital requirement to be used in dealership's operation and DEALER agrees to meet the new standard within a reasonable period of time.
- 5. This Agreement is incorporated in and made a part of the aforesaid Toyota Dealer Agreement and any subsequent Toyota Dealer Agreement entered into between DEALER and DISTRIBUTOR.

DEALER:

DISTRIBUTOR:

MARCUS DAVID CORPORATION DBA TOWN & COUNTRY TOYOTA

SOUTHEAST TOYOTA, INC.

DEALER ENTITY NAME

DISTRIBUTOR NAME

By /s/ [illegible]

By /s/ [illegible]

V.P.

General Manager

Title

Title

SUBSIDIARIES OF SONIC AUTOMOTIVE, INC.

1. Town and Country Ford, Inc.
State of Incorporation: North Carolina
2. Marcus David Corporation d/b/a Town & Country Toyota
State of Incorporation: North Carolina
3. Frontier Oldsmobile-Cadillac, Inc.
State of Incorporation: North Carolina
4. Fort Mill Ford, Inc.
State of Organization: South Carolina
5. Fort Mill Chrysler-Plymouth-Dodge Inc.
State of Incorporation: South Carolina
6. Lone Star Ford, Inc.
State of Incorporation: Texas
7. Sonic Dodge, LLC
State of Incorporation: North Carolina
8. Sonic Chrysler-Plymouth-Jeep-Eagle, LLC
State of Incorporation: North Carolina
9. Sonic Automotive of Nevada, Inc.
State of Incorporation: Nevada
10. Sonic Automotive of Tennessee, Inc.
State of Incorporation: Tennessee
11. Sonic Automotive -- 6025 International Drive, LLC
State of Organization: Tennessee
12. Sonic Automotive of Nashville, LLC
State of Organization: Tennessee
13. Sonic Automotive of Chattanooga, LLC
State of Organization: Tennessee
14. Town and Country Jaguar, LLC
State of Organization: Tennessee
15. Town and Country Chrysler-Plymouth-Jeep, LLC
State of Organization: Tennessee
16. Town and Country Dodge of Chattanooga, LLC
State of Organization: Tennessee
17. Sonic Automotive -- 2490 South Lee Highway, LLC
State of Organization: Tennessee
18. Town and Country Ford of Cleveland, LLC
State of Organization: Tennessee
19. Sonic Automotive 5260 Peachtree Industrial Blvd., LLC
State of Organization: Georgia
20. Ken Marks Ford, Inc.
State of Incorporation: Florida
21. Town and Country Chrysler-Plymouth-Jeep of Rock Hill, Inc.
State of Incorporation: South Carolina

INDEPENDENT AUDITORS' CONSENT

To the Board of Directors and Stockholders
Sonic Automotive, Inc.

We consent to the use in this Amendment No. 7 to the Registration Statement relating to shares of Class A Common Stock of Sonic Automotive, Inc. on Form S-1 of (i) our report dated October 16, 1997 on the combined financial statements of Sonic Automotive, Inc. and Affiliated Companies as of December 31, 1995 and 1996 and for each of the three years in the period ended December 31, 1996; (ii) our report dated August 7, 1997 on the financial statements of Dyer & Dyer, Inc. as of December 31, 1995 and 1996 and for each of the three years in the period ended December 31, 1996; (iii) our report dated August 7, 1997 (October 16, 1997 as to Note 1) on the combined financial statements of Bowers Dealerships and Affiliated Companies as of December 31, 1995 and 1996 and for the years then ended; (iv) our report dated August 7, 1997 (September 29, 1997 as to Note 1) on the combined financial statements of Lake Norman Dodge, Inc. and Affiliated Companies as of and for the year ended December 31, 1996; and (v) our report dated August 26, 1997 (October 15, 1997 as to Note 1) on the financial statements of Ken Marks Ford, Inc. as of and for the year ended April 30, 1997 appearing in the Prospectus, which is a part of this Amendment No. 7 to the Registration Statement, and to the reference to us under the heading "Experts" in such Prospectus.

DELOITTE & TOUCHE LLP

Charlotte, North Carolina
November 5, 1997

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RESERVE SHARE PROGRAM DOCUMENTATION

"MERRILL LYNCH COVER LETTER"

[LOGO] MERRILL LYNCH

October ____, 1997

To Directors, Officers, Employees, Business Associates and
Related Persons of Sonic Automotive, Inc.:

In connection with the recent filing with the Securities and Exchange Commission of a Registration Statement relating to a proposed offering of shares of Class A Common Stock of Sonic Automotive, Inc. (the "Company"), we are sending you at the request of the Company a copy of the preliminary prospectus included in the registration statement and the enclosed letter of the Company describing the reservation of shares of Common Stock for certain directors, officers, employees, business associates and related persons of the Company, along with certain related materials.

If you have any questions regarding the details of the enclosed material or the preliminary prospectus, please contact your present Merrill Lynch Financial Consultant or the Reserved Share Program Hotline at (212) 449-8209 between the hours of 8:00 a.m. and 6:00 p.m. Eastern time, Monday through Friday.

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

"C.E.O.LETTER"

Sonic Automotive, Inc. Letterhead

October ____, 1997

TO: Directors, Officers, Employees, Business Associates
and Related Persons of Sonic Automotive, Inc.

A Registration Statement providing for a public offering of shares of Class A Common Stock of Sonic Automotive, Inc. (the "Company") has been filed with the United States Securities and Exchange Commission.

The offering will be made through a group of underwriters including Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"). In the course of its discussions with the underwriters, the Company has arranged to reserve a limited number of shares of the Company's Class A Common Stock for purchase by directors, officers, employees, business associates and related persons of the Company. The purchase price to you will be the same as the offering price to the public, which is presently expected to be between \$ _____ and \$ _____ per share.

Enclosed for your information is a copy of the preliminary prospectus dated October ____, 1997, which is part of the Registration Statement. No sales of the Class A Common Stock may be made until the Registration Statement has been declared effective by the United States Securities and Exchange Commission and the price per share of the Common Stock has been determined. This is expected to occur on or about October ____, 1997.

If, after reading the preliminary prospectus, you have an interest in purchasing shares in the public offering, please complete the enclosed Expression of Interest Form, Participant Information Form and NASD Questionnaire. If you would be purchasing stock through a joint account, the joint account holder must also complete, sign and return the Joint Account Holder Questionnaire attached. All forms must be returned to: Merrill Lynch, Pierce, Fenner & Smith Incorporated, 250 Vesey Street, 14th Floor, New York, New York 10281, Attention: Sonic Automotive, Inc. Reserved Share Program so that they are received no later than October ____, 1997. (You may send completed forms to Merrill Lynch by fax at (800) 825-3705 as long as you send manually executed copies to Merrill Lynch by first class mail on the same day.) DO NOT SEND MONEY NOW. A list of the most commonly asked questions about the Reserved Share Program, along with the answers to those questions, is enclosed. If you have any other questions, please call the Reserved Share Program Hotline at Merrill Lynch at (212) 449-8209 between the hours of 8:00 a.m. and 6:00 p.m. Eastern time, Monday through Friday.

You are permitted to reserve shares only for your own personal account and not on behalf of any other person or any business account, although you may choose to

"C.E.O.LETTER"

purchase jointly with a member of your immediate family. The shares may not be purchased on margin. Given the limited number of shares available, we cannot assure you that you will obtain the number of shares requested. Further, all such reservations and ultimate sales are subject to final clearance under federal and state securities laws and the rules and regulations of the National Association of Securities Dealers, Inc.; it cannot be determined at this time whether such clearances will be obtained.

In the event that the aggregate expressions of interest exceed the maximum number of shares reserved for the program, shares of Class A Common Stock will be allocated in a manner to be determined. In addition, certain individuals may be required, as a condition to their purchase of Class A Common Stock, to agree in writing not to offer, sell, or otherwise dispose of their shares for a period of three months after the date of the public offering.

Arrangements have been made with Merrill Lynch to handle the sale of the reserved shares. If you complete and return an Expression of Interest Form, Participant Information Form and NASD Questionnaire (and Joint Account Holder Questionnaire, if applicable), a Merrill Lynch Financial Consultant will contact you to assist you in opening a Merrill Lynch brokerage account if you do not currently have one. Purchases of reserved shares may be made only through a brokerage account at Merrill Lynch. While your purchase of shares of the Company's Class A Common Stock will not be subject to normal brokerage commissions, your account at Merrill Lynch will be subject to Merrill Lynch's normal account charges. Merrill Lynch will need all the information requested on the enclosed form, so be certain to complete it in all respects. It is the policy and the practice of Merrill Lynch to afford confidentiality to any information that it receives about a client's financial affairs. Aside from the restrictions on the dissemination and use of proprietary information contained in the federal securities laws, Merrill Lynch has a firm policy that prohibits Merrill Lynch employees from discussing or conveying, even by implication, the affairs of any client with or to other Merrill Lynch employees who are not concerned with the matter.

After the Registration Statement is declared effective, and assuming you have been approved by any required regulatory authority to receive shares, you will be orally informed of the purchase price by a representative of Merrill Lynch and asked if you wish to purchase the Class A Common Stock. At

that time you may confirm your intention to purchase the number of shares you have previously indicated, confirm your intention to purchase Class A Common Stock but specify a smaller number (subject to a minimum of ___ shares) or decide to purchase no shares at all. If you orally confirm your intention to purchase shares, a copy of the Prospectus, in final form, will be sent to you by Merrill Lynch together with a written confirmation of the sale. UPON YOUR RECEIPT OF WRITTEN CONFIRMATION OF THE PURCHASE YOU WILL HAVE ENTERED INTO A BINDING LEGAL CONTRACT TO PURCHASE THE SHARES, AND YOU MUST PURCHASE AND PAY FOR THEM. Full payment of the purchase price of your shares will be required promptly after you receive such confirmation or at the latest within three (3) business days after effectiveness of the Registration Statement.

"C.E.O.LETTER"

No offer to buy Class A Common Stock can be accepted and no part of the purchase price can be received by Merrill Lynch until the Registration Statement relating to the Class A Common Stock has become effective under the Securities Act of 1933. ANY SUCH OFFER TO BUY MAY BE WITHDRAWN OR REVOKED, WITHOUT OBLIGATION OR COMMITMENT OF ANY KIND, AT ANY TIME PRIOR TO NOTICE OF ITS ACCEPTANCE GIVEN AFTER THE EFFECTIVE DATE OF THE REGISTRATION STATEMENT. AN EXPRESSION OF INTEREST IN RESPONSE TO THIS LETTER WILL INVOLVE NO OBLIGATION OR COMMITMENT.

The following statement is required to be included in this letter by the rules and regulations of the United States Securities and Exchange Commission:

"A Registration Statement relating to these securities has been filed with the Securities and Exchange Commission but has not yet become effective. These securities may not be sold nor may offers to buy be accepted prior to the time the Registration Statement becomes effective. This letter shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state."

The Company does not wish to influence in any way your decision in this matter. This notice is not designed to encourage you to request any shares of Class A Common Stock. It is simply intended to inform you that there is a proposed offering, should you be interested in investing. The purchase of shares of Class A Common Stock involves certain risks which are described in the enclosed preliminary prospectus. Please review the preliminary prospectus carefully and discuss it with your financial advisor, if appropriate.

Sincerely,

[Chief Executive Officer]

"PARTICIPANT INFORMATION FORM"

PARTICIPANT INFORMATION FORM

RESERVED SHARE PROGRAM FOR SONIC AUTOMOTIVE, INC.

PLEASE COMPLETE THE FOLLOWING: (PRINT OR TYPE)

Last Name:

First Name:

Middle Initial:

Home Address:

City:

State:

Zip:

Telephone (Include Area Code): Business: () Home: ()

Citizen of What Country?

Social Security Number:

Have you attained the age of majority in the state in which you reside?

Yes No

(The age of majority is 18 in all states except for the following:

Alabama - 19; Mississippi - 21; Nebraska - 19; and Puerto Rico - 21)

Do you have an account with Merrill Lynch, Pierce, Fenner & Smith Incorporated?

If yes, Address of Branch:

Account Number:

Is it a Joint Account? Yes No
If yes, what is the name of the joint account holder?

Name of Financial Consultant: Financial Consultant #: _ _ _ _

NOTE: If purchases are contemplated to be made through this or any joint account, the Joint Account Holder Questionnaire must be completed and signed by the co-holder of the account.

Name of Your Employer:

Your Position:

If your employer is not Sonic Automotive, Inc. (the "Company"), briefly describe your employer's relationship, or your relationship, with the Company (nature of services provided or goods supplied, frequency of contact, etc.)

Signature:

Date:

"EXPRESSION OF INTEREST FORM"

EXPRESSION OF INTEREST FORM

RESERVED SHARE PROGRAM FOR SONIC AUTOMOTIVE, INC.

Merrill Lynch, Pierce, Fenner & Smith Incorporated
World Financial Center, North Tower

PIN:

250 Vesey Street, 14th Floor
New York, New York 10281

NAME:

Attention: Michael Conigliaro / Claire Taggart

REF:

Ladies and Gentlemen:

I am interested in purchasing _____ shares (not less than _____ or more than _____ and in blocks of 10) of Class A Common Stock of Sonic Automotive, Inc. and would like such number of shares to be reserved for me. I acknowledge that:

1. I have received and read my copy of the preliminary prospectus dated October _____ 1997.
2. The number of shares requested is for my own personal account or my joint account with a member of my immediate family and not on behalf of any other person.
3. I am not assured of obtaining any or all of the shares requested and I will be notified of the number of shares, if any, available for purchase by me.
4. No offer to buy any shares can be accepted and no part of the purchase price can be received by Merrill Lynch until the Registration Statement covering the proposed offering has been declared effective by the United States Securities and Exchange Commission and until the shares have been qualified for sale, where required, by the administrative authorities of the jurisdiction in which I reside, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time prior to notice of its acceptance at or after the effective date of the Registration Statement. This indication of interest involves no obligation or commitment.
5. By signing below, I certify that all the information I have provided on this form is complete and accurate to the best of my knowledge.

(Signature)

(Date)

(Print Name)

(Employer)

TRUE _____ FALSE _____ If FALSE, please name the broker-dealer and your position.

2. In addition, I am NOT materially supported directly or indirectly by an IMMEDIATE FAMILY MEMBER or any other person who is an officer, director, general partner, shareholder, employee, agent or ASSOCIATED PERSON of any broker-dealer in securities, except for a broker-dealer engaged solely in the purchase or sale of either investment company/variable contracts securities or direct participation program securities.

TRUE _____ FALSE _____ If FALSE, please name the broker-dealer, the position with such broker-dealer of the person materially supporting you, the relationship of that person to you, and please describe the nature of such support.

3. I am NOT an IMMEDIATE FAMILY MEMBER of an officer, director, general partner, shareholder, employee, agent or ASSOCIATED PERSON of any broker-dealer in securities, except for a broker-dealer engaged solely in the purchase or sale of either investment company/variable contracts securities or direct participation program securities.

TRUE _____ FALSE _____ If FALSE, please name the broker-dealer employing such immediate family member, the position of that person with such broker-dealer, and that person's relationship to you.

For Tracking Purposes:
Last Name:
First Name:
Social Security #:

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"NASD QUESTIONNAIRE"

FINDER/FIDUCIARY QUESTION

4. I am NOT, nor am I supported to a material extent by, a person who is either a finder with respect to the public offering of the Class A Common Stock or a person acting in a fiduciary capacity to Merrill Lynch, Pierce, Fenner & Smith Incorporated, the managing underwriter for the public offering, including attorneys, accountants and financial consultants to, Merrill Lynch, Pierce, Fenner & Smith Incorporated.

TRUE _____ FALSE _____ If FALSE, please name the finder or person acting in a fiduciary capacity, whether the person is a finder or fiduciary, the capacity in which such person is acting, and describe the relationship of that person to you (or indicate that you are such person).

INSTITUTIONAL TYPE ACCOUNT QUESTIONS

5. I am NOT, nor am I materially supported by, a senior officer of a bank, savings and loan institution, insurance company, investment company, investment advisory firm or any other INSTITUTIONAL TYPE ACCOUNT.

TRUE _____ FALSE _____ If FALSE, please name the company employing such person, the type of company it is, the employee's position with that company, and describe the relationship of that person to you (or indicate that you are such person).

6. I am NOT a person, nor am I materially supported by any person, who works in the securities department of, or who may influence, or whose activities directly or indirectly involve or are related to, the function of buying or selling securities for any bank, savings and loan institution, insurance company, investment company, investment advisory firm or any other INSTITUTIONAL TYPE ACCOUNT.

TRUE _____ FALSE _____ If FALSE, please name the company employing such person, the type of company it is, the employee's position with that company, and describe the relationship of that person to you (or indicate that you are such person).

 For Tracking Purposes:
 Last Name:
 First Name:
 Social Security #:

"NASD QUESTIONNAIRE"

IF YOU HAVE ANSWERED "FALSE" TO ANY OF THE QUESTIONS ABOVE, PLEASE ANSWER THE FOLLOWING QUESTION:

SECURITY BROKERAGE ACCOUNT QUESTION

7. Do you have an account with any broker-dealer in which you have actively traded equity securities in the last 12 months?

YES _____ NO _____ If YES, please name the broker-dealer and describe your trading activity over this period, including the date you purchased or sold equity securities, the name of the issuer of the security, the number of shares purchased or sold, the price per share and the total purchase or sale price. You should include trading activity (other than the purchase of mutual fund shares) in any 401(k) or other retirement account. Please type or print legibly. Attach additional sheets if necessary.

Date	Broker	Buy/ Sell	Issuer	Shares	Price/ Share	Total Price
------	--------	--------------	--------	--------	-----------------	-------------

Signature

Date

Print Name

=====
 NOTE: YOU MUST SIGN THIS FORM, WHETHER OR NOT YOU HAVE ANSWERED
 QUESTION 7, ABOVE.
 =====

 For Tracking Purposes:
 Last Name:
 First Name:
 Social Security #:

"NASD QUESTIONNAIRE"

JOINT ACCOUNT HOLDER NASD QUESTIONNAIRE

(TO BE COMPLETED BY THE CO-HOLDER OF A JOINT ACCOUNT, IF ANY)

IF YOU WOULD BE PURCHASING THE CLASS A COMMON STOCK THROUGH A JOINT ACCOUNT, PLEASE HAVE THE CO-HOLDER OF YOUR JOINT ACCOUNT COMPLETE AND SIGN THIS FORM.

Last Name: First Name: Middle Initial:

Relationship to Primary Account Holder:

PLEASE ANSWER THE FOLLOWING QUESTIONS IN THE SPACES PROVIDED:

(IMPORTANT: YOU MUST ANSWER ALL OF THESE QUESTIONS IN ORDER TO RESERVE SHARES FOR PURCHASE.)

DEFINITIONS: FOR PURPOSES OF THE FOLLOWING STATEMENTS, CAPITALIZED WORDS HAVE THE FOLLOWING MEANING:

IMMEDIATE FAMILY: As used in the statements that follow, the term "Immediate Family" includes a person's parents, mother-in-law or father-in-law, husband or wife, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children.

ASSOCIATED PERSON: As used in the statements that follow, a person is an "Associated Person" of a broker-dealer if he or she is a sole proprietor, partner, officer, director, or branch manager of any broker-dealer in securities, foreign or domestic, or any natural person occupying a similar status or performing similar functions, or any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by such a broker-dealer (for example, any employee), whether or not such person is registered or exempt from registration with the National Association of Securities Dealers, Inc. or any other regulatory organization.

INSTITUTIONAL TYPE ACCOUNT: As used in the following statements, "Institutional Type Account" generally includes any corporation or other entity which is involved as part of its business in the buying and selling of securities.

NOTE: YOU MUST WRITE YOUR NAME AND SOCIAL SECURITY NUMBER IN THE TRACKING BOX ON EACH PAGE OF THIS QUESTIONNAIRE.

For Tracking Purposes:
Last Name:
First Name:
Social Security #:

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"FREQUENTLY ASKED QUESTIONS"

IF THE FOLLOWING STATEMENTS ARE TRUE, PLEASE PLACE AN "X" ON THE LINE NEXT TO "TRUE". IF THE FOLLOWING STATEMENTS ARE NOT TRUE, PLEASE PLACE AN "X" ON THE LINE NEXT TO "FALSE" AND PROVIDE THE INFORMATION REQUESTED.
YOU MUST ANSWER QUESTIONS 1 THROUGH 6.

BROKER-DEALER QUESTIONS

1. I am NOT an officer, director, general partner, shareholder, employee or agent of any broker-dealer in securities or otherwise an ASSOCIATED PERSON of any broker-dealer in securities, except for a broker-dealer engaged solely in the purchase or sale of either investment company/variable contracts securities or direct participation program securities.

TRUE _____ FALSE _____ If FALSE, please name the broker-dealer and your position.

2. In addition, I am NOT materially supported directly or indirectly by an IMMEDIATE FAMILY MEMBER or any other person who is an officer, director, general partner, shareholder, employee, agent or ASSOCIATED PERSON of any broker-dealer in securities, except for a broker-dealer engaged solely in the purchase or sale of either investment company/variable contracts securities or direct participation program securities.

TRUE _____ FALSE _____ If FALSE, please name the broker-dealer, the position with such broker-dealer of the person materially supporting you, the relationship of that person to you, and please describe the nature of such support.

3. I am NOT an IMMEDIATE FAMILY MEMBER of an officer, director, general partner, shareholder, employee, agent or ASSOCIATED PERSON of any

broker-dealer in securities, except for a broker-dealer engaged solely in the purchase or sale of either investment company/variable contracts securities or direct participation program securities.

TRUE _____ FALSE _____ If FALSE, please name the broker-dealer employing such immediate family member, the position of that person with such broker-dealer, and that person's relationship to you.

For Tracking Purposes:
Last Name:
First Name:
Social Security #:

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"FREQUENTLY ASKED QUESTIONS"

FINDER/FIDUCIARY QUESTION

4. I am NOT, nor am I supported to a material extent by, a person who is either a finder with respect to the public offering of the Class A Common Stock or a person acting in a fiduciary capacity to Merrill Lynch, Pierce, Fenner & Smith Incorporated, the managing underwriter for the public offering, including attorneys, accountants and financial consultants to Merrill Lynch, Pierce, Fenner & Smith Incorporated.

TRUE _____ FALSE _____ If FALSE, please name the finder or person acting in a fiduciary capacity, whether the person is a finder or fiduciary, the capacity in which such person is acting, and describe the relationship of that person to you (or indicate that you are such person).

INSTITUTIONAL TYPE ACCOUNT QUESTIONS

5. I am NOT, nor am I materially supported by, a senior officer of a bank, savings and loan institution, insurance company, investment company, investment advisory firm or any other INSTITUTIONAL TYPE ACCOUNT.

TRUE _____ FALSE _____ If FALSE, please name the company employing such person, the type of company it is, the employee's position with that company, and describe the relationship of that person to you (or indicate that you are such person).

6. I am NOT a person, nor am I materially supported by any person, who works in the securities department of, or who may influence, or whose activities directly or indirectly involve or are related to, the function of buying or selling securities for any bank, savings and loan institution, insurance company, investment company, investment advisory firm or any other INSTITUTIONAL TYPE ACCOUNT.

TRUE _____ FALSE _____ If FALSE, please name the company employing such person, the type of company it is, the employee's position with that company, and describe the relationship of that person to you (or indicate that you are such person).

For Tracking Purposes:
Last Name:
First Name:
Social Security #:

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"FREQUENTLY ASKED QUESTIONS"

IF YOU HAVE ANSWERED "FALSE" TO ANY OF THE QUESTIONS ABOVE, PLEASE ANSWER THE FOLLOWING QUESTION:

SECURITY BROKERAGE ACCOUNT QUESTION

7. Do you have an account with any broker-dealer in which you have actively traded equity securities in the last 12 months?

YES _____ NO _____ If YES, please name the broker-dealer and describe your

trading activity over this period, including the date you purchased or sold equity securities, the name of the issuer of the security, the number of shares purchased or sold, the price per share and the total purchase or sale price. You should include trading activity (other than the purchase of mutual fund shares) in any 401(k) or other retirement account.

Please type or print legibly. Attach additional sheets if necessary.

Date	Broker	Buy/ Sell	Issuer	Shares	Price/ Share	Total Price
------	--------	--------------	--------	--------	-----------------	-------------

Signature

Date

Print Name

=====

NOTE: YOU MUST SIGN THIS FORM, WHETHER OR NOT YOU HAVE ANSWERED
QUESTION 7, ABOVE.

=====

For Tracking Purposes:

Last Name:

First Name:

Social Security #:

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"FREQUENTLY ASKED QUESTIONS"

FREQUENTLY ASKED QUESTIONS REGARDING
THE SONIC AUTOMOTIVE, INC. RESERVED SHARE PROGRAM

O WHAT FORMS WILL I NEED TO COMPLETE IN ORDER TO PARTICIPATE?

There are three forms that everyone will need to complete in order to participate in the Reserved Share Program set up for Sonic Automotive, Inc. (the "Company"); the Expression of Interest Form, the Participant Information Form and the NASD Questionnaire (and Joint Account Holder NASD Questionnaire, if applicable). These forms are included in this package. In addition, some people may need to execute a Lock-up Agreement.

O WHAT IS THE EXPRESSION OF INTEREST FORM?

The Expression of Interest Form is a non-binding indication of how many shares you intend to purchase in the offering. It is only used to allocate the appropriate number of shares to the Reserved Share Program. No matter how many shares you indicate you may be interested in purchasing, you will not be bound to purchase any shares, or a particular number of shares, until you are notified of the price of the shares and confirm, at that time, the number of shares you wish to purchase.

O WHY IS IT IMPORTANT THAT I COMPLETE THE NASD QUESTIONNAIRE?

In order to comply with the rules of the NASD, a federal regulatory body, Merrill Lynch is required to gather certain information to determine your eligibility to purchase shares in the Reserved Share Program. It is important that you answer ALL of the questions completely and accurately. Please pay particular attention to the defined terms which will help you in responding to the questions. It is possible that your responses may require that certain steps be taken (including entering into a Lock-Up Agreement) in order for you to be eligible to participate in the Reserved Share Program, or may cause you to be ineligible to participate.

O WHAT IS A LOCK-UP AGREEMENT?

Under the NASD rules certain individuals associated with banks, insurance companies, broker-dealers or other institutional type accounts may only participate in the Reserved Share Program if they agree not to sell, transfer, assign, pledge or hypothecate any shares purchased for a specified period of time. Depending on your responses to the NASD questions, you may have to sign a Lock-up Agreement for 3 months.

O WHEN CAN I SELL MY SHARES PURCHASED THROUGH THE RESERVED SHARE PROGRAM?

The shares may be sold or transferred, subject to certain federal regulations governing the sale of shares by officers, directors and affiliates of the Company and subject to the Company's insider trading policies, at any time after their purchase (i.e., after you have paid for them), unless the shares are subject to a Lock-up Agreement. If you sign a Lock-up Agreement, the shares may not be sold or transferred for the term of that agreement.

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"FREQUENTLY ASKED QUESTIONS"

O IS IT NECESSARY TO OPEN A MERRILL LYNCH ACCOUNT TO PURCHASE SHARES IF I HAVE A BROKERAGE ACCOUNT AT ANOTHER FIRM?

Yes, the shares must be purchased through Merrill Lynch. However, the shares may later be transferred (after the expiration of any Lock-up Agreement) to your non-Merrill Lynch account without incurring fees for such transfer.

O WHAT IF I ALREADY HAVE A MERRILL LYNCH ACCOUNT?

You should provide the branch at which your Merrill Lynch account is held, along with your account number and the name of your Financial Consultant, on the Participant Information Form. Your current Financial Consultant will contact you regarding your purchase of shares.

O CAN I PURCHASE SHARES THROUGH MY EXISTING MERRILL LYNCH IRA ACCOUNT?

Yes. However, if you do not have an existing IRA account at Merrill Lynch, it will be more difficult. The best advice is to talk to your Financial Consultant when you are contacted to see if such a transaction is possible. If you contemplate transferring your current IRA account to Merrill Lynch or liquidating assets currently held in your IRA account to purchase shares in the Reserved Share Program you should speak to your current Merrill Lynch Financial Consultant (if the IRA is held at Merrill Lynch) or the custodian of the account (if the IRA is not held at Merrill Lynch) as soon as possible concerning how and when to transfer the account or liquidate such assets to enable you to purchase the Company's Class A Common Stock.

O CAN I PURCHASE SHARES THROUGH MY 401(K) PLAN?

No.

O CAN I PURCHASE SHARES THROUGH A JOINT ACCOUNT?

Yes, subject to the joint account holder completing the Joint Account Holder NASD Questionnaire. As with you, it is possible that the joint account holder's answers may make him or her ineligible to participate in the Reserved Share Program, or may require that a Lock-up Agreement be signed by both of you. Please speak to your Merrill Lynch Financial Consultant if you intend to purchase shares through a joint account.

O WILL I BE CHARGED BROKERAGE FEES FOR SETTING UP A NEW ACCOUNT AND PURCHASING SHARES?

No. In order to accommodate the purchase of Reserved Shares at a minimal cost, Merrill Lynch has provided a type of account, known as a Delaware Cash Account, which provides no additional services other than the ability to purchase or sell securities. The standard \$40.00 fee will not be charged to the holder of a Delaware Cash Account unless the account is maintained for the full calendar year running from January through December, 1998. There are various other types of accounts available, and there is an account maintenance fee payable in respect of each type of account, assuming that you do not close your account. Please consult your Financial Consultant with regard to account types and fee structures.

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"FREQUENTLY ASKED QUESTIONS"

O WILL I BE CHARGED A FEE WHEN I SELL OR TRANSFER MY SHARES?

When you sell your shares you will be charged a customary sales commission. There is no fee to transfer the shares to another account. However, if you choose to receive share certificates at a later date there are typically fees involved with physical delivery of the share certificates to you.

O WILL I RECEIVE A STOCK CERTIFICATE?

Not automatically. If you desire an actual certificate, notify your Merrill Lynch Financial Consultant when your account is set up. Doing this will avoid subsequent charges for certificate delivery.

- O IF I CONTINUE TO USE THE DESIGNATED FINANCIAL CONSULTANT FOR SUBSEQUENT SECURITIES TRANSACTIONS, WILL MY TRANSACTIONS CONTINUE TO BE FREE OF TRANSACTION CHARGES?

No. Transaction costs are only exempted for your purchase in the Reserved Share Program. You will be responsible for all transaction and brokerage fees for any subsequent transactions.

- O HOW WILL I BE ASSIGNED A MERRILL LYNCH FINANCIAL CONSULTANT? WHEN WILL I BE CONTACTED?

A Merrill Lynch Financial Consultant will be selected based on geographic proximity to you to better facilitate ongoing service. You will be contacted by a Merrill Lynch Financial Consultant approximately one week before the expected pricing date. At that time you will be asked for information necessary to open a brokerage account. It takes time to open an account and an account must be opened prior to pricing so an order can be placed. You will be contacted again on the night of pricing or the next morning to be informed of the final price of the shares and to confirm your participation.

- O WHAT INFORMATION WILL THE MERRILL LYNCH FINANCIAL CONSULTANT ASK ME FOR?

The Merrill Lynch Financial Consultant will ask for your social security number, your date of birth, your salary (a regulatory requirement), and your address, among other information, and the same information for your spouse, if applicable, or other joint account holder.

- O IF I COMPLETE AND TIMELY SUBMIT THE REQUIRED FORMS, BUT A MERRILL LYNCH FINANCIAL CONSULTANT DOES NOT MANAGE TO CONTACT ME PERSONALLY PRIOR TO THE PRICING DATE, WILL MY PURCHASE REQUEST BE HONORED?

No. An account can only be established for you after a conversation with a Merrill Lynch Financial Consultant prior to the pricing of the shares, and the purchase of the shares can only be confirmed for you through a follow-up conversation with a Financial Consultant after the pricing of the shares. If the Financial Consultant cannot reach you, your order will be disregarded. IF YOU COMPLETE AND RETURN THE EXPRESSION OF INTEREST FORM AND YOU HAVE NOT BEEN CONTACTED BY A MERRILL LYNCH FINANCIAL CONSULTANT BY OCTOBER __, 1997 YOU SHOULD CONTACT THE RESERVED SHARE PROGRAM HOTLINE AT (212) 449-8209 BETWEEN THE HOURS OF 8:00 A.M. AND 6:00 P.M. EASTERN TIME, MONDAY THROUGH FRIDAY.

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"FREQUENTLY ASKED QUESTIONS"

- O WILL I BE ABLE TO PURCHASE ALL OF THE SHARES I REQUEST ON THE EXPRESSION OF INTEREST FORM?

The number of shares you indicate on the Expression of Interest Form is the maximum number of shares which you may purchase. If the total number of shares requested by all participants in the Reserved Share Program exceeds the number of shares available for purchase, an allocation will be made in a manner to be determined.

- O WHAT WILL THE PRICE OF THE SHARES BE?

The purchase price to you will be the offering price to the public, which is presently expected to be between \$__ and \$__ per share, but which may be higher or lower. You will be contacted by your Merrill Lynch Financial Consultant with the actual price after that price is determined, which is currently expected to occur during the week of October __, 1997.

- O WHEN DO I PAY FOR THE SHARES?

The full balance will be due no later than the close of business three business days after the opening trade date (which is typically the day of pricing or the day after pricing). Your Merrill Lynch Financial Consultant will telephone you as soon as possible after pricing occurs to confirm the number of shares you wish to purchase and the purchase price. You should make your payment immediately after you know the payment amount. You will be mailed a confirmation of your transaction the day after pricing.

- O WHAT FORMS OF PAYMENT MAY I USE?

You may pay by personal check, wire transfer, certified check or cashier's check. You should review your method of payment with your Merrill Lynch Financial Consultant in advance to ensure timely receipt of your payment.

- O WHAT HAPPENS IF I AM NOT AVAILABLE WHEN MY MERRILL LYNCH FINANCIAL CONSULTANT CALLS ME AFTER PRICING?

You will only be able to purchase shares through the Reserved Share Program if you speak to your Merrill Lynch Financial Consultant after pricing of the offering. If you will not be available at or around the expected

pricing date, please make arrangements with your Merrill Lynch Financial Consultant so that you may be contacted.

- O IF I DECIDE TO PARTICIPATE AFTER THE DEADLINE OF OCTOBER __, 1997 HAS PASSED, WILL I BE ABLE TO?

No. The deadline is necessary to give Financial Consultants enough time to set up accounts before the pricing of the shares. The account must be open by this time so that there is a place to credit the shares at the time of pricing.

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"FREQUENTLY ASKED QUESTIONS"

- O CAN OTHER PEOPLE, INCLUDING MY RELATIVES AND FRIENDS, BUY SHARES THROUGH THE RESERVED SHARE PROGRAM?

No, the Reserved Share Program is limited to those persons invited to participate by the Company. No relatives or other persons (other than members of your immediate family purchasing jointly with you) are eligible to purchase shares.

- O IF I HAVE FURTHER QUESTIONS WHO SHOULD I CALL?

If you have a question prior to the time you are contacted by a Merrill Lynch Financial Consultant, please call the Reserved Share Program Hotline at (212) 449-8209 between the hours of 8:00 a.m. and 6:00 p.m. Eastern time, Monday through Friday. After that time, please contact your Merrill Lynch Financial Consultant.

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