

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

DELAWARE
(State or Other Jurisdiction
Of Incorporation or Organization)

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

5401 EAST INDEPENDENCE BOULEVARD
P.O. BOX 18747
CHARLOTTE, NORTH CAROLINA
(Address of Principal Executive Offices)

28212
(Zip Code)

SONIC AUTOMOTIVE, INC. 1997 STOCK OPTION PLAN
(Full Title of Plan)

MR. O. BRUTON SMITH
CHAIRMAN AND CHIEF EXECUTIVE OFFICER
SONIC AUTOMOTIVE, INC.

5401 E. INDEPENDENCE BOULEVARD
P.O. BOX 18747
CHARLOTTE, NORTH CAROLINA 28212
(704) 532-3320

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

COPIES TO:

PETER J. SHEA, ESQ.
PARKER, POE, ADAMS & BERNSTEIN L.L.P.
2500 CHARLOTTE PLAZA, CHARLOTTE, NORTH CAROLINA 28244
TELEPHONE (704) 372-9000

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
<S>	<C>	<C>	<C>	<C>
Class A Common Stock, par value \$0.01 per share	1,125,000	\$17.28	\$19,440,000	\$5,735

</TABLE>

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 (h) under the Securities Act of 1933, based upon the average of the high and low prices of the Registrant's Class A Common Stock reported on the New York Stock Exchange on October 7, 1998 which prices were \$18.1875 and \$16.3750, respectively.

PART I

INFORMATION REQUIRED IN THE
SECTION 10(A) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 (plan information and registrant information) will be sent or given to employees as specified by Securities and Exchange Commission Rule 428(b)(1). Such documents need not be filed with the Securities and Exchange Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents, which include the statement of availability required by Item 2 of Form S-8, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Form S-8 (Part II hereof), taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents of Sonic Automotive, Inc. (the "Company") filed with the Securities and Exchange Commission are incorporated herein by reference:

- (i) the Company's Annual Report on Form 10-K for its fiscal year ended December 31, 1997 (File No. 1-13395);
- (ii) the Company's Amended Annual Report on Form 10-K/A for the year ended December 31, 1997;
- (iii) the Company's Quarterly Report on Form 10-Q for its fiscal quarter ended March 31, 1998;
- (iv) the Company's Quarterly Report on Form 10-Q for its fiscal quarter ended June 30, 1998;
- (v) the Company's Current Reports on Form 8-K, filed the following dates: March 30, 1998, July 9, 1998, and July 24, 1998;
- (vi) the Company's Amended Current Report on Form 8-K/A, filed on July 24, 1998, relating to its Current Report on Form 8-K filed on March 30, 1998;
- (vii) the Company's Amended Current Report on Form 8-K/A, filed on August 20, 1998, relating to its Current Report on Form 8-K filed on July 24, 1998; and
- (viii) the description of the Class A Common Stock contained in the Company's Registration Statement on Form 8-A, as amended, filed with the SEC pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")

All documents subsequently filed by the Registrant pursuant to sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not Applicable

Item 5. Interests of Named Experts and Counsel

Not Applicable

2

Item 6. Indemnification of Officers and Directors

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

the State of Delaware, as amended from time to time ("Section 102(b)(7)").

Section 145 permits a corporation to indemnify its directors and officers against expenses (including 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 a matter as to which they shall have acted in good faith and in a manner they reasonably believed to be in or not opposed to the best 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 indemnity for such expenses despite such adjudication of liability.

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

The Company maintains insurance against liabilities under the Securities Act of 1933 for the benefit of its officers and directors.

Item 7. Exemption from Registration Claimed

Not Applicable

Item 8. Exhibits

Exhibit Number -----	Description -----
4.1	Sonic Automotive, Inc. 1997 Stock Option Plan
4.2	Form of Incentive Stock Option Agreement and Grant pursuant to the Sonic Automotive, Inc. 1997 Stock Option Plan
4.3	Form of Nonstatutory Stock Option Agreement and Grant pursuant to the Sonic Automotive, Inc. 1997 Stock Option Plan
5.1	Opinion of Parker, Poe, Adams & Bernstein L.L.P. regarding the legality of securities registered.
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).

3

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement;
- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the

information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

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

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

- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

[Signatures begin on next page]

Sonic Automotive, Inc.

BY: /s/ O. Bruton Smith

O. Bruton Smith
Chairman and Chief Executive Officer

POWER OF ATTORNEY

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

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<TABLE>
<CAPTION>

Signature -----	Title -----	Date ----
<S> /s/ O. Bruton Smith ----- O. Bruton Smith	<C> Chief Executive Officer (principle executive officer) and Chairman	<C> October 8, 1998
/s/ B. Scott Smith ----- B. Scott Smith	President, Chief Operating Officer and Director	October 8, 1998
/s/ Theodore M. Wright ----- Theodore M. Wright	Chief Financial Officer, Vice President-Finance, Treasurer, Secretary (Principle Financial and Accounting Officer) and Director	October 8, 1998
/s/ Nelson E. Bowers ----- Nelson E. Bowers	Executive Vice President and Director	October 8, 1998
/s/ William R. Brooks ----- William R. Brooks	Director	October 8, 1998
/s/ William P. Benton ----- William P. Benton	Director	October 8, 1998
/s/ William I. Belk ----- William I. Belk	Director	October 8, 1998

</TABLE>

INDEX TO EXHIBITS

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

This Nonstatutory Stock Option Agreement and Grant is entered into as of this ___ day of _____, 199__ between Sonic Automotive, Inc., a Delaware corporation (the "Company"), and _____ (the "Optionee").

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

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

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

1. Definitions.

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

- (1) "Act" shall mean the Securities Act of 1933, as amended.
- (2) "Board" shall mean the Board of Directors of the Company.
- (3) "Cause" shall mean any act, action or series of acts or actions or any omission, omissions, or series of omissions which result in, or which have the effect of resulting in, (i) the commission of a crime by the Optionee involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary, (ii) gross negligence or willful misconduct which is continuous and results in material damage to the Company or any Subsidiary, or (iii) the continuous, willful failure of the person in question to follow the reasonable directives of the Board of Directors.
- (4) "Code" shall mean the Internal Revenue Code of 1986, as amended, any successor revenue laws of the United States and the rules and regulations promulgated thereunder.
- (5) "Committee" shall mean the committee of members of the Board that is designated by the Board to administer the Plan. In the event that no such Committee exists or is appointed, "Committee" shall mean the Board.
- (6) "Common Stock" shall mean the Class A Common Stock, par value \$.01 per share, of the Company.
- (7) "Disability" shall mean the inability or failure of a person to perform those duties for the Company or any Subsidiary traditionally assigned to and performed by such person because of the person's then-existing physical or mental condition, impairment or incapacity. The fact of disability shall be determined by the Committee, which may consider such evidence as it considers desirable under the circumstances, the determination of which shall be final and binding upon all parties.
- (8) "Exercise Date" shall mean the business day, during the Option Period, upon which the Optionee delivers to the Company the written notice and consideration contemplated by Section 5(c) of the Plan.
- (9) "Fair Market Value" shall mean, with respect to the Common Stock on any day, its market value determined as provided in Section 5(c) of the Plan.
- (10) "Immediate Family" shall mean the Optionee's spouse, children, present or former stepchildren, grandchildren, present or former stepgrandchildren, parents, present or former stepparents, grandparents, siblings (including half brothers and sisters), in-laws and individuals whose relationship with the Optionee arises due to legal adoption.
- (11) "Involuntary Termination Without Cause" shall mean either (i) the dismissal of, or the request for the resignation of, a person, by court order, order of

any court-appointed liquidator or trustee of the Company, or the order or request of any creditors' committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to Cause; or (ii) the dismissal of, or the request for the resignation of, a person, by a duly constituted corporate officer of the Company or any Subsidiary, or by the Board, for any reason other than for Cause.

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

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

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

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

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

2

distribution, pursuant to a domestic relations order as defined in the Code, or as otherwise permitted by paragraph 3(f) below.

(17) "Permitted Transferee" shall mean a member of the Optionee's Immediate Family, a trust established solely for the benefit of one or more members of the Optionee's Immediate Family or a partnership or limited liability company of which the only individuals or entities who are or could be partners or shareholders are members of the Optionee's Immediate Family and/or a trust established solely for the benefit of one or more members of the Optionee's Immediate Family.

(18) "Plan" shall mean the Sonic Automotive, Inc. 1997 Stock Option Plan and any amendments thereto.

(19) "Retirement" shall mean, with respect to the Optionee, retirement from the Company and any Subsidiary in accordance with the Company's and/or Subsidiary's retirement policy as may be in effect from time to time.

(20) "Subsidiary" shall mean any subsidiary corporation of Sonic Automotive, Inc. as defined in Sections 424(f) and 424(g) of the Code.

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

(22) "Total Option Price" shall mean the consideration payable to the Company by the Optionee upon exercise of the Option pursuant to Section 5(c) of the Plan.

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

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

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

3

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

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

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

(5) Within 15 days after the Exercise Date, subject to the receipt of payment of the Total Option Price and of any payment in cash of federal, state or local income tax withholding or other employment tax that may be due upon the issuance of the Option Shares as determined and computed by the Company pursuant to paragraph 6 below, the Company shall issue to the Optionee the number of shares with respect to which such Option shall be so exercised and shall deliver to the Optionee a certificate or certificates therefor.

(6) The Option is not transferable by the Optionee otherwise than (i) by will or the laws of descent and distribution; (ii) pursuant to a domestic relations order as defined in the Code; or (iii) by transfer without consideration to a Permitted Transferee, with the consent and subject to the rules of the Committee and provided that the Committee is notified in advance in writing of the terms and conditions of any proposed transfer to a Permitted Transferee and the Committee determines that the proposed transfer complies with the requirements of the Plan and this Nonstatutory Stock Option Agreement. No assignment or transfer of this Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall vest in the assignee or transferee any interest or right herein whatsoever; but immediately upon any attempt to assign or transfer this Option, except as expressly permitted herein, the same shall terminate and be of no force or effect.

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

(1) The expiration of the Option Period.

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

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

(4) The expiration of twelve months after Termination of the Optionee's employment with the Company and any Subsidiary as a result of the Optionee's Disability. During

4

such twelve-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Termination of the Optionee's employment.

(5) In the event of the death of the Optionee while in the employ of the Company or, in the event of the death of the Optionee after Termination described in subparagraph (c) or (d), above, but within the three-month or twelve-month period described in subparagraph (c) or (d), above, upon the expiration of twelve months following the Optionee's death. During such extended period, the Option may be exercised by the person or persons to whom the deceased Optionee's rights under the Option Agreement shall pass by will or by the laws of descent and distribution, but only to the extent the Option was exercisable on the date of the Termination of the Optionee's employment.

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

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

5. Rights as Stockholder. An Optionee shall have no rights as a stockholder of the Company with respect to any shares underlying the Option until the day of the issuance of a stock certificate to him or her for those shares upon payment of the exercise price in accordance with the terms and provisions hereof. Subject to paragraph 7 below, no adjustments shall be made for dividends

(ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued.

6. Payment of Withholding Taxes. Upon the Optionee's exercise of his or her Option with respect to any of the Option Shares in accordance with the provisions of paragraph 3 above, the Optionee shall pay to the Company upon exercise of the Option the amount of any federal, state or local income tax withholding or other employment tax that may be due upon such exercise. The determination of the amount of any such federal, state or local income tax withholding or other employment tax due in such event shall be made by the Company and shall be binding upon the Optionee.

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

5

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

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

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

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

(1) if to the Company, at the following address:

Sonic Automotive, Inc.
5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218

Attention: Chief Financial Officer

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

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

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

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

(8) Not an Incentive Stock Option. The Option granted hereunder is not intended to be an "Incentive Stock Option" under Section 422 of the Code.

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

SONIC AUTOMOTIVE, INC.

By: _____

OPTIONEE: [NAME]

_____ (SEAL)

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

This Nonstatutory Stock Option Agreement and Grant is entered into as of this ___ day of _____, 199__ between Sonic Automotive, Inc., a Delaware corporation (the "Company"), and _____ (the "Optionee").

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

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

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

1. Definitions.

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

- (1) "Act" shall mean the Securities Act of 1933, as amended.
- (2) "Board" shall mean the Board of Directors of the Company.
- (3) "Cause" shall mean any act, action or series of acts or actions or any omission, omissions, or series of omissions which result in, or which have the effect of resulting in, (i) the commission of a crime by the Optionee involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary, (ii) gross negligence or willful misconduct which is continuous and results in material damage to the Company or any Subsidiary, or (iii) the continuous, willful failure of the person in question to follow the reasonable directives of the Board of Directors.
- (4) "Code" shall mean the Internal Revenue Code of 1986, as amended, any successor revenue laws of the United States and the rules and regulations promulgated thereunder.
- (5) "Committee" shall mean the committee of members of the Board that is designated by the Board to administer the Plan. In the event that no such Committee exists or is appointed, "Committee" shall mean the Board.
- (6) "Common Stock" shall mean the Class A Common Stock, par value \$.01 per share, of the Company.
- (7) "Disability" shall mean the inability or failure of a person to perform those duties for the Company or any Subsidiary traditionally assigned to and performed by such person because of the person's then-existing physical or mental condition, impairment or incapacity. The fact of disability shall be determined by the Committee, which may consider such evidence as it considers desirable under the circumstances, the determination of which shall be final and binding upon all parties.
- (8) "Exercise Date" shall mean the business day, during the Option Period, upon which the Optionee delivers to the Company the written notice and consideration contemplated by Section 5(c) of the Plan.
- (9) "Fair Market Value" shall mean, with respect to the Common Stock on any day, its market value determined as provided in Section 5(c) of the Plan.
- (10) "Immediate Family" shall mean the Optionee's spouse, children, present or former stepchildren, grandchildren, present or former stepgrandchildren, parents, present or former stepparents, grandparents, siblings (including half brothers and sisters), in-laws and individuals whose relationship with the Optionee arises due to legal adoption.
- (11) "Involuntary Termination Without Cause" shall mean either (i) the dismissal of, or the request for the resignation of, a person, by court order, order of

any court-appointed liquidator or trustee of the Company, or the order or request of any creditors' committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to Cause; or (ii) the dismissal of, or the request for the resignation of, a person, by a duly constituted corporate officer of the Company or any Subsidiary, or by the Board, for any reason other than for Cause.

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

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

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

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

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

2

distribution, pursuant to a domestic relations order as defined in the Code, or as otherwise permitted by paragraph 3(f) below.

(17) "Permitted Transferee" shall mean a member of the Optionee's Immediate Family, a trust established solely for the benefit of one or more members of the Optionee's Immediate Family or a partnership or limited liability company of which the only individuals or entities who are or could be partners or shareholders are members of the Optionee's Immediate Family and/or a trust established solely for the benefit of one or more members of the Optionee's Immediate Family.

(18) "Plan" shall mean the Sonic Automotive, Inc. 1997 Stock Option Plan and any amendments thereto.

(19) "Retirement" shall mean, with respect to the Optionee, retirement from the Company and any Subsidiary in accordance with the Company's and/or Subsidiary's retirement policy as may be in effect from time to time.

(20) "Subsidiary" shall mean any subsidiary corporation of Sonic Automotive, Inc. as defined in Sections 424(f) and 424(g) of the Code.

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

(22) "Total Option Price" shall mean the consideration payable to the Company by the Optionee upon exercise of the Option pursuant to Section 5(c) of the Plan.

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

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

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

3

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

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

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

(5) Within 15 days after the Exercise Date, subject to the receipt of payment of the Total Option Price and of any payment in cash of federal, state or local income tax withholding or other employment tax that may be due upon the issuance of the Option Shares as determined and computed by the Company pursuant to paragraph 6 below, the Company shall issue to the Optionee the number of shares with respect to which such Option shall be so exercised and shall deliver to the Optionee a certificate or certificates therefor.

(6) The Option is not transferable by the Optionee otherwise than (i) by will or the laws of descent and distribution; (ii) pursuant to a domestic relations order as defined in the Code; or (iii) by transfer without consideration to a Permitted Transferee, with the consent and subject to the rules of the Committee and provided that the Committee is notified in advance in writing of the terms and conditions of any proposed transfer to a Permitted Transferee and the Committee determines that the proposed transfer complies with the requirements of the Plan and this Nonstatutory Stock Option Agreement. No assignment or transfer of this Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall vest in the assignee or transferee any interest or right herein whatsoever; but immediately upon any attempt to assign or transfer this Option, except as expressly permitted herein, the same shall terminate and be of no force or effect.

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

(1) The expiration of the Option Period.

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

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

(4) The expiration of twelve months after Termination of the Optionee's employment with the Company and any Subsidiary as a result of the Optionee's Disability. During

4

such twelve-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Termination of the Optionee's employment.

(5) In the event of the death of the Optionee while in the employ of the Company or, in the event of the death of the Optionee after Termination described in subparagraph (c) or (d), above, but within the three-month or twelve-month period described in subparagraph (c) or (d), above, upon the expiration of twelve months following the Optionee's death. During such extended period, the Option may be exercised by the person or persons to whom the deceased Optionee's rights under the Option Agreement shall pass by will or by the laws of descent and distribution, but only to the extent the Option was exercisable on the date of the Termination of the Optionee's employment.

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

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

5. Rights as Stockholder. An Optionee shall have no rights as a stockholder of the Company with respect to any shares underlying the Option until the day of the issuance of a stock certificate to him or her for those shares upon payment of the exercise price in accordance with the terms and provisions hereof. Subject to paragraph 7 below, no adjustments shall be made for dividends

(ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued.

6. Payment of Withholding Taxes. Upon the Optionee's exercise of his or her Option with respect to any of the Option Shares in accordance with the provisions of paragraph 3 above, the Optionee shall pay to the Company upon exercise of the Option the amount of any federal, state or local income tax withholding or other employment tax that may be due upon such exercise. The determination of the amount of any such federal, state or local income tax withholding or other employment tax due in such event shall be made by the Company and shall be binding upon the Optionee.

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

5

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

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

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

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

(1) if to the Company, at the following address:

Sonic Automotive, Inc.
5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218

Attention: Chief Financial Officer

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

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

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

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

(8) Not an Incentive Stock Option. The Option granted hereunder is not intended to be an "Incentive Stock Option" under Section 422 of the Code.

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

SONIC AUTOMOTIVE, INC.

By: _____

OPTIONEE: [NAME]

_____ (SEAL)

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

This Nonstatutory Stock Option Agreement and Grant is entered into as of this ___ day of _____, 199__ between Sonic Automotive, Inc., a Delaware corporation (the "Company"), and _____ (the "Optionee").

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

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

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

1. Definitions.

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

- (1) "Act" shall mean the Securities Act of 1933, as amended.
- (2) "Board" shall mean the Board of Directors of the Company.
- (3) "Cause" shall mean any act, action or series of acts or actions or any omission, omissions, or series of omissions which result in, or which have the effect of resulting in, (i) the commission of a crime by the Optionee involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary, (ii) gross negligence or willful misconduct which is continuous and results in material damage to the Company or any Subsidiary, or (iii) the continuous, willful failure of the person in question to follow the reasonable directives of the Board of Directors.
- (4) "Code" shall mean the Internal Revenue Code of 1986, as amended, any successor revenue laws of the United States and the rules and regulations promulgated thereunder.
- (5) "Committee" shall mean the committee of members of the Board that is designated by the Board to administer the Plan. In the event that no such Committee exists or is appointed, "Committee" shall mean the Board.
- (6) "Common Stock" shall mean the Class A Common Stock, par value \$.01 per share, of the Company.
- (7) "Disability" shall mean the inability or failure of a person to perform those duties for the Company or any Subsidiary traditionally assigned to and performed by such person because of the person's then-existing physical or mental condition, impairment or incapacity. The fact of disability shall be determined by the Committee, which may consider such evidence as it considers desirable under the circumstances, the determination of which shall be final and binding upon all parties.
- (8) "Exercise Date" shall mean the business day, during the Option Period, upon which the Optionee delivers to the Company the written notice and consideration contemplated by Section 5(c) of the Plan.
- (9) "Fair Market Value" shall mean, with respect to the Common Stock on any day, its market value determined as provided in Section 5(c) of the Plan.
- (10) "Immediate Family" shall mean the Optionee's spouse, children, present or former stepchildren, grandchildren, present or former stepgrandchildren, parents, present or former stepparents, grandparents, siblings (including half brothers and sisters), in-laws and individuals whose relationship with the Optionee arises due to legal adoption.
- (11) "Involuntary Termination Without Cause" shall mean either (i) the dismissal of, or the request for the resignation of, a person, by court order, order of

any court-appointed liquidator or trustee of the Company, or the order or request of any creditors' committee of the Company constituted under the federal bankruptcy laws, provided that such order or request contains no specific reference to Cause; or (ii) the dismissal of, or the request for the resignation of, a person, by a duly constituted corporate officer of the Company or any Subsidiary, or by the Board, for any reason other than for Cause.

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

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

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

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

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

2

distribution, pursuant to a domestic relations order as defined in the Code, or as otherwise permitted by paragraph 3(f) below.

(17) "Permitted Transferee" shall mean a member of the Optionee's Immediate Family, a trust established solely for the benefit of one or more members of the Optionee's Immediate Family or a partnership or limited liability company of which the only individuals or entities who are or could be partners or shareholders are members of the Optionee's Immediate Family and/or a trust established solely for the benefit of one or more members of the Optionee's Immediate Family.

(18) "Plan" shall mean the Sonic Automotive, Inc. 1997 Stock Option Plan and any amendments thereto.

(19) "Retirement" shall mean, with respect to the Optionee, retirement from the Company and any Subsidiary in accordance with the Company's and/or Subsidiary's retirement policy as may be in effect from time to time.

(20) "Subsidiary" shall mean any subsidiary corporation of Sonic Automotive, Inc. as defined in Sections 424(f) and 424(g) of the Code.

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

(22) "Total Option Price" shall mean the consideration payable to the Company by the Optionee upon exercise of the Option pursuant to Section 5(c) of the Plan.

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

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

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

3

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

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

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

(5) Within 15 days after the Exercise Date, subject to the receipt of payment of the Total Option Price and of any payment in cash of federal, state or local income tax withholding or other employment tax that may be due upon the issuance of the Option Shares as determined and computed by the Company pursuant to paragraph 6 below, the Company shall issue to the Optionee the number of shares with respect to which such Option shall be so exercised and shall deliver to the Optionee a certificate or certificates therefor.

(6) The Option is not transferable by the Optionee otherwise than (i) by will or the laws of descent and distribution; (ii) pursuant to a domestic relations order as defined in the Code; or (iii) by transfer without consideration to a Permitted Transferee, with the consent and subject to the rules of the Committee and provided that the Committee is notified in advance in writing of the terms and conditions of any proposed transfer to a Permitted Transferee and the Committee determines that the proposed transfer complies with the requirements of the Plan and this Nonstatutory Stock Option Agreement. No assignment or transfer of this Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall vest in the assignee or transferee any interest or right herein whatsoever; but immediately upon any attempt to assign or transfer this Option, except as expressly permitted herein, the same shall terminate and be of no force or effect.

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

(1) The expiration of the Option Period.

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

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

(4) The expiration of twelve months after Termination of the Optionee's employment with the Company and any Subsidiary as a result of the Optionee's Disability. During

4

such twelve-month period, the Optionee shall have the right to exercise the Option hereby granted in accordance with the terms of this Option Agreement, but only to the extent the Option was exercisable on the date of the Termination of the Optionee's employment.

(5) In the event of the death of the Optionee while in the employ of the Company or, in the event of the death of the Optionee after Termination described in subparagraph (c) or (d), above, but within the three-month or twelve-month period described in subparagraph (c) or (d), above, upon the expiration of twelve months following the Optionee's death. During such extended period, the Option may be exercised by the person or persons to whom the deceased Optionee's rights under the Option Agreement shall pass by will or by the laws of descent and distribution, but only to the extent the Option was exercisable on the date of the Termination of the Optionee's employment.

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

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

5. Rights as Stockholder. An Optionee shall have no rights as a stockholder of the Company with respect to any shares underlying the Option until the day of the issuance of a stock certificate to him or her for those shares upon payment of the exercise price in accordance with the terms and provisions hereof. Subject to paragraph 7 below, no adjustments shall be made for dividends

(ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued.

6. Payment of Withholding Taxes. Upon the Optionee's exercise of his or her Option with respect to any of the Option Shares in accordance with the provisions of paragraph 3 above, the Optionee shall pay to the Company upon exercise of the Option the amount of any federal, state or local income tax withholding or other employment tax that may be due upon such exercise. The determination of the amount of any such federal, state or local income tax withholding or other employment tax due in such event shall be made by the Company and shall be binding upon the Optionee.

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

5

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

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

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

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

(1) if to the Company, at the following address:

Sonic Automotive, Inc.
5401 East Independence Boulevard
P.O. Box 18747
Charlotte, North Carolina 28218

Attention: Chief Financial Officer

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

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

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

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

(8) Not an Incentive Stock Option. The Option granted hereunder is not intended to be an "Incentive Stock Option" under Section 422 of the Code.

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

SONIC AUTOMOTIVE, INC.

By: _____

OPTIONEE: [NAME]

_____ (SEAL)

October 8, 1998

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

Dear Sirs:

We are acting as counsel to Sonic Automotive, Inc., a Delaware corporation (the "COMPANY"), in connection with the preparation, execution, filing and processing with the Securities and Exchange Commission (the "COMMISSION"), pursuant to the Securities Act of 1933, as amended (the "Act"), of a Registration Statement on Form S-8 (the "REGISTRATION STATEMENT") relating to the issuance and sale of up to 1,125,000 shares (the "SHARES") of Class A Common Stock, par value \$.01 per share (the "COMMON STOCK"), reserved for issuance under the Company's 1997 Stock Option Plan (the "PLAN"). This opinion is furnished to you for filing with the Commission pursuant to Item 601(b)(5) of Regulation S-K promulgated under the Act.

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

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

1. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.
2. The Shares proposed to be offered and sold by the Company under the Plan have been duly authorized for issuance and, subject to the Registration Statement becoming effective under the Act and to compliance with any applicable Blue Sky laws and to the issuance of such Shares in accordance with the provisions of the Plan, the Shares will be, when so issued, legally issued, fully paid and non-assessable shares of Common Stock of the Company.

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

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

Very truly yours,

PARKER, POE, ADAMS & BERNSTEIN L.L.P.

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Sonic Automotive, Inc. on Form S-8 of our report dated March 2, 1998 (March 24, 1998 as to Notes 2 and 8), appearing in the Annual Report on Form 10-K of Sonic Automotive, Inc. for the year ended December 31, 1997, and our reports dated May 11, 1998, May 22, 1998, and June 4, 1998, for Economy Cars, Inc., Hatfield Automotive Group, and Casa Ford of Houston, Inc., respectively, appearing in the Form 8-K of Sonic Automotive, Inc. dated July 9, 1998.

/s/ DELOITTE & TOUCHE LLP

DELOITTE & TOUCHE LLP
Charlotte, North Carolina

October 8, 1998