

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**  
**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 18, 2012

**SONIC AUTOMOTIVE, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation)

**1-13395**

(Commission File Number)

**4401 Colwick Road**  
**Charlotte, North Carolina**

(Address of principal executive offices)

**56-201079**

(IRS Employer Identification No.)

**28211**

(Zip Code)

Registrant's telephone number, including area code: **(704) 566-2400**

**N/A**

(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01**                    **Entry into a Material Definitive Agreement.**

On April 19, 2012, Sonic Automotive, Inc. (“Sonic”) entered into an amendment (the “Revolving Credit Facility Amendment”) to its second amended and restated syndicated credit agreement dated July 8, 2011 with Bank of America, N.A., as administrative agent, swing line lender and a lender and Mercedes-Benz Financial Services USA LLC, BMW Financial Services NA, LLC, Toyota Motor Credit Corporation, JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Comerica Bank, US Bank, National Association, Capital One, N.A., VW Credit, Inc. and World Omni Financial Corp., as lenders and Bank of America, N.A., and Wells Fargo Bank, National Association, as letter of credit issuer (the “Revolving Facility”). The Revolving Facility contains certain financial covenants that require compliance by Sonic with specified ratios, including a consolidated liquidity ratio.

The Revolving Credit Facility Amendment reduced the required liquidity ratio requirement to 1:05:1.00 from 1.10 to 1:00. The original liquidity ratio requirement for the Revolving Facility for the period of March 30, 2011 through March 30, 2012 had been 1.05:1.00, with a scheduled escalation to 1.10:1.00 effective March 31, 2012. The Revolving Credit Facility Amendment maintains the liquidity ratio requirement at 1.05:1.00 for the remainder of the term of the Revolving Facility.

On April 19, 2012, Sonic also entered into an amendment (the “Floorplan Facility Amendment”) to its amended and restated syndicated new and used vehicle floorplan credit agreement dated as of July 8, 2011 (the “Floorplan Facility”) with Bank of America, N.A., as administrative agent, a lender, new vehicle swingline lender and used vehicle swingline lender, and JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, US Bank, National Association, Capital One, N.A., Mercedes-Benz Financial Services USA LLC and Comerica Bank, as lenders, and Wells Fargo Bank, National Association as letter of credit issuer. Like the Revolving Facility, the Floorplan Facility contains certain financial covenants that require compliance by Sonic with specified ratios, including a consolidated liquidity ratio.

The Floorplan Facility Amendment reduced the required liquidity ratio requirement to 1:05:1.00 from 1.10 to 1:00. As with the Revolving Facility, the original liquidity ratio requirement for the Floorplan Facility for the period of March 30, 2011 through March 30, 2012 had been 1.05:1.00, with a scheduled escalation to 1.10:1.00 effective March 31, 2012. The Floorplan Facility Amendment maintains the liquidity ratio requirement at 1.05:1.00 for the remainder of the term of the Floorplan Facility.

The Floorplan Facility Amendment also eliminated the requirement that Sonic repay any outstanding new vehicle swing line loans no less frequently than twice in any calendar month.

The foregoing summaries are qualified by reference to the full text of the Revolving Credit Facility Amendment and Floorplan Facility Amendment, copies of which are attached to this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively.

**Item 5.02**                    **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 18, 2012, Sonic’s stockholders approved the Sonic Automotive, Inc. 2012 Stock Incentive Plan (the “2012 Stock Incentive Plan”). The 2012 Stock Incentive Plan is intended to allow Sonic to continue to provide a variety of equity-based incentives to attract and retain key employees (including Sonic’s executive officers) and consultants of Sonic and its subsidiaries and provide them with incentives to contribute to Sonic’s growth and success, as well as align their interests with those of Sonic’s

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stockholders. The 2012 Stock Incentive Plan is intended to allow certain awards to meet the requirements for performance-based compensation under Section 162(m) of the Internal Revenue Code (the "Code").

The following is a summary of the 2012 Stock Incentive Plan. The summary describes the principal features of the 2012 Stock Incentive Plan, but it is qualified by reference to the full text of the 2012 Stock Incentive Plan, which is incorporated by reference as Exhibit 10.3 to this Current Report on Form 8-K.

### **Summary of Proposed 2012 Stock Incentive Plan**

#### ***Administration***

The 2012 Stock Incentive Plan will be administered by the Compensation Committee. The Compensation Committee has the full authority to grant awards under the 2012 Stock Incentive Plan, to select the recipients of awards under the 2012 Stock Incentive Plan, to determine the type and size of awards, and to determine and amend the terms, restrictions and conditions of awards. Among other things, the Compensation Committee also has the full authority to construe and interpret the 2012 Stock Incentive Plan and any related award agreement, to establish rules and regulations relating to the administration of the 2012 Stock Incentive Plan, to delegate administrative responsibilities and to make all other determinations and take any other actions that may be necessary or advisable for the administration of the 2012 Stock Incentive Plan. The Compensation Committee also has the discretion to vary or amend the terms of awards and establish administrative rules, procedures and sub-plans to conform to or accommodate differences in laws, rules, regulations, customs or policies of applicable non-U.S. jurisdictions.

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**Eligibility**

The Compensation Committee may grant awards under the 2012 Stock Incentive Plan to employees and consultants providing services to the Company. In selecting recipients of awards and determining the applicable terms and conditions, the Compensation Committee may take into account any factors it deems relevant, including, among other things, their duties and the Compensation Committee's assessment of their present and potential contributions to the success of the Company. The number of individuals who will be eligible to participate in the 2012 Stock Incentive Plan will vary and, in light of the Compensation Committee's discretion, the actual number of individuals who will be granted an award in the future cannot be determined. As of March 31, 2012, the Company had approximately 9,400 employees.

**Types of Awards**

Awards under the 2012 Stock Incentive Plan may be granted in the form of incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock, restricted stock units and other stock awards. Each type of award is discussed in more detail below.

**Shares Subject to 2012 Stock Incentive Plan and Award Limits**

The number of shares of Sonic's Class A Common Stock available for issuance under the 2012 Stock Incentive Plan will be 2,000,000 shares, subject to adjustment as described below. Shares of Class A Common Stock covered by awards that expire or are forfeited, canceled, settled in cash or otherwise terminated without the delivery of the full number of covered shares will be available for further awards under the 2012 Stock Incentive Plan to the extent of such expiration, forfeiture, cancellation, cash settlement, etc. However, shares of Class A Common Stock subject to an award that are (i) withheld or retained by the Company in payment of the exercise or purchase price of an award (including shares withheld or retained by the Company or not issued in connection with the net settlement or net exercise of an award), or (ii) tendered to, withheld or retained by the Company in payment of tax withholding obligations relating to an award will not become available again for awards under the 2012 Stock Incentive Plan.

The maximum number of shares of Class A Common Stock that may be issued pursuant to incentive stock options under the 2012 Stock Incentive Plan also will be 2,000,000 shares, subject to adjustment as described below.

No individual may be granted options and/or stock appreciation rights under the 2012 Stock Incentive Plan with respect to an aggregate of more than 500,000 shares of Class A Common Stock during any calendar year. With respect to all other types of awards, no individual may be granted awards (whether such awards may be settled in shares of common stock and/or cash) consisting of, covering or relating to in the aggregate more than 250,000 shares of Class A Common Stock during any calendar year. With respect to any cash-based stock award that is intended to be a performance award (as described below under "Performance Awards"), the 2012 Stock Incentive Plan provides that the maximum cash payment that may be paid during any one calendar year to a participant is \$4,000,000.

In the event of a reorganization, recapitalization, stock split, stock dividend, extraordinary dividend, spin-off, combination of shares, merger, consolidation or similar transaction or other change in corporate capitalization affecting the Class A Common Stock, equitable adjustments and/or substitutions, as applicable, to prevent the dilution or enlargement of rights shall be made by the Compensation Committee, including adjustments to the number and kind of shares of Class A Common Stock which may be issued under the 2012 Stock Incentive Plan, the number of shares of Class A Common Stock subject to the award limits under the 2012 Stock Incentive Plan, and the number, kind and price of shares of Class A Common Stock subject to outstanding awards under the 2012 Stock Incentive Plan.

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### ***Stock Options***

Stock options may be granted under the 2012 Stock Incentive Plan in the form of either incentive stock options (also referred to as “ISOs”) intended to qualify under Section 422 of the Code or nonstatutory stock options. Incentive stock options can be granted only to employees of Sonic and certain subsidiaries. Stock options give the recipient an opportunity to purchase shares of Sonic’s Class A Common Stock from Sonic at a designated exercise price.

The exercise price of options granted under the 2012 Stock Incentive Plan is determined at the discretion of the Compensation Committee, but the exercise price per share generally may not be less than the fair market value of a share of Sonic’s Class A Common Stock on the grant date of the option. In the case of incentive stock options granted to any holder on the grant date of more than 10% (directly or by attribution through relatives or entities in which the holder has an ownership interest) of the total combined voting power of all classes of stock of Sonic or a parent or subsidiary corporation (a “10% Stockholder”), the exercise price per share may not be less than 110% of the fair market value of a share of Class A Common Stock on the grant date. Fair market value under the 2012 Stock Incentive Plan generally is based on the closing sale price of Sonic’s Class A Common Stock on the NYSE on the grant date of the option.

Unless otherwise provided by the Compensation Committee, the exercise price of an option generally may be paid (i) in cash; (ii) subject to applicable law, by tendering previously acquired shares of Class A Common Stock having an aggregate fair market value equal to the total exercise price as long as certain requirements are met; and/or (iii) subject to applicable law and such rules as may be established by the Compensation Committee, by means of a “cashless exercise” through an approved broker. The Compensation Committee also may provide that options may be exercised using a “net share settlement” procedure, or by other means consistent with applicable law.

The Compensation Committee establishes the time period within which options must be exercised, but this period may not exceed ten years from the grant date of the option or, in the case of incentive stock options granted to a 10% Stockholder, five years from the grant date of the option. Options may expire before the end of the option period if the option holder ceases to perform services for the Company. Stock options will be exercisable at such time or times and subject to such restrictions as determined by the Compensation Committee. To the extent that the fair market value of incentive stock options (determined based on the fair market value on the grant date) that become exercisable for the first time in a calendar year exceeds \$100,000, such options generally will be deemed nonstatutory stock options.

Except as otherwise provided by the Compensation Committee, the following rules apply if an option holder’s service with the Company and its subsidiaries terminates. If an option holder’s service terminates for any reason other than cause, involuntary termination without cause, disability or death, the option holder generally may exercise his or her stock options (to the extent vested) within the 60-day period following such termination. If the option holder is terminated for cause, the option holder’s stock options will immediately expire and no longer can be exercised. If the option holder is involuntarily terminated without cause, options (to the extent vested) generally may be exercised during the 90-day period following termination. If the option holder’s service terminates due to his or her disability, options (to the extent vested) generally may be exercised during the one-year period following termination. If the option holder dies while employed or during the applicable exercise period following termination as described above, options (to the extent vested) generally may be exercised during the one-year period following the option holder’s death. In no event can an option be exercised after the expiration of its term (i.e., the option period fixed by the Compensation Committee).

Options generally may not be transferred except by will or the laws of descent and distribution and options generally may be exercised during the lifetime of the option holder only by the option holder. However, the Compensation Committee, in its discretion, may permit the transfer of nonstatutory stock options in certain circumstances.

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***Stock Appreciation Rights***

Stock appreciation rights (or “SARs”) allow a recipient to receive upon exercise an amount equal to the excess of the fair market value at that time of the shares of Sonic’s Class A Common Stock with respect to which the SARs are being exercised over the initial value assigned to such SARs. This amount may be payable in cash, shares of Class A Common Stock or a combination thereof, as determined by the Compensation Committee. The initial value of SARs granted under the 2012 Stock Incentive Plan is determined at the discretion of the Compensation Committee, but the initial value per share of Class A Common Stock covered by the SARs may not be less than the fair market value of a share of Sonic’s Class A Common Stock on the grant date of the SARs. For this purpose, fair market value generally is based on the closing price of Sonic’s Class A Common Stock on the NYSE on the grant date.

SARs may be granted in tandem with stock options or independently. The Compensation Committee will establish the time period within which SARs must be exercised, but this period may not exceed ten years from the grant date of the SARs. SARs granted in tandem with stock options must have the same term as the options to which they relate. SARs may expire before the end of the exercise period if the recipient ceases to perform services for the Company. SARs will be exercisable at such time or times and subject to such restrictions as determined by the Compensation Committee. However, SARs granted in tandem with stock options may be exercised only with respect to the shares of Class A Common Stock for which their related stock options are then exercisable. The exercise of either options or SARs that are granted in tandem will result in the termination of the other to the extent of the number of shares of Class A Common Stock with respect to which such options or SARs are exercised.

If an individual’s service with the Company terminates, SARs then held by such individual will terminate on the same terms and conditions that apply to stock options as described above, unless otherwise provided by the Compensation Committee.

SARs generally may not be transferred other than by will or the laws of descent and distribution and SARs generally may be exercised during the lifetime of the recipient only by the recipient. However, the Compensation Committee, in its discretion, may permit the transfer of SARs in certain circumstances.

***Restricted Stock and Restricted Stock Units***

Restricted stock is an award of shares of Sonic’s Class A Common Stock that is subject to restrictions and such other terms and conditions as the Compensation Committee determines. Restricted stock units are non-voting units of measurement that represent the contingent right to receive shares of Class A Common Stock or the value of shares of Class A Common Stock in the future, but no shares are actually awarded to recipients on the grant date. Once applicable restrictions lapse or have been satisfied, restricted stock units may be payable in cash, shares of Class A Common Stock or a combination thereof, as specified by the Compensation Committee.

The Compensation Committee determines the type of restrictions applicable to the award, which can include restrictions based on achievement of financial or other business objectives, the occurrence of a specific event, continued service for a period of time or other time-based restrictions. The Compensation Committee also determines the purchase price, if any, to be paid for the restricted stock or restricted stock units. Restricted stock units are not transferable and restricted stock generally may not be transferred until all restrictions applicable to the award have lapsed or been satisfied.

If the recipient’s service with the Company terminates, all shares of Class A Common Stock or restricted stock units, as the case may be, that are still subject to restrictions generally will be forfeited unless the Compensation Committee otherwise provides.

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A recipient of restricted stock generally will have certain rights and privileges of a stockholder, including the right to vote such shares of restricted stock and to receive cash dividends, if any (although the Compensation Committee may require that any dividends be reinvested in additional shares of restricted stock). A recipient of restricted stock units will not have any voting or other stockholder rights. However, the Compensation Committee may provide that, if the Board of Directors declares a dividend with respect to the Class A Common Stock, a recipient of restricted stock units will receive dividend equivalents on terms specified by the Compensation Committee.

#### ***Stock Awards***

The Compensation Committee may grant other types of stock awards that involve the issuance of shares of Class A Common Stock or that are valued by reference to shares of Class A Common Stock. The terms and conditions applicable to such stock awards will be determined by the Compensation Committee in its discretion.

#### ***Performance Awards***

The 2012 Stock Incentive Plan allows the Compensation Committee to grant restricted stock, restricted stock units or a stock award as a performance award intended to meet the requirements for performance-based compensation under Section 162(m) of the Code. Section 162(m) of the Code limits Sonic's annual federal income tax deduction for compensation paid to the Chief Executive Officer and the next three highest paid officers (generally excluding the principal financial officer) to \$1 million with respect to each such officer. However, compensation that qualifies as performance-based compensation under Section 162(m) of the Code is not subject to this deduction limit. Compensation qualifies as performance-based only if it satisfies certain requirements, including that the material terms of the plan and the performance criteria pursuant to which the awards will be paid are disclosed to and approved by the stockholders. Accordingly, the Board of Directors also is seeking stockholder approval of the 2012 Stock Incentive Plan to satisfy the requirements of Section 162(m) of the Code.

For performance awards, the Compensation Committee will establish in writing the performance goals upon which the performance award is contingent, the period over which such goals will be measured and any other applicable conditions. These terms must be established within 90 days after the beginning of the applicable period (or, if earlier, by the date on which 25% of the period has been completed).

The performance goals established by the Compensation Committee must be objectively determinable. The 2012 Stock Incentive Plan provides that the Compensation Committee may establish performance goals based on one or more of the following: (i) stock price; (ii) market share; (iii) earnings per share (basic or diluted); (iv) net earnings; (v) operating or other earnings; (vi) gross or net profits; (vii) revenues; (viii) financial return ratios; (ix) stockholder return; (x) cash flow measures (including operating cash flow, free cash flow, and cash flow return on investment); (xi) cash position; (xii) return on equity; (xiii) return on investment; (xiv) debt rating; (xv) sales (including Company-wide sales and dealership sales); (xvi) expense reduction levels; (xvii) debt levels (including borrowing capacity); (xviii) return on assets (gross or net); (xix) debt to equity ratio; (xx) debt to capitalization ratio; (xxi) consummation of debt offerings; (xxii) consummation of equity offerings; (xxiii) growth in assets, sales, or market share; (xxiv) customer satisfaction; (xxv) reducing, retiring or refinancing all or a portion of the Company's long-term or short-term public or private debt or similar financial obligations (including the attainment of a certain level of reduction in such debt); (xxvi) share count reduction; (xxvii) gross or operating margins; (xxviii) contractual compliance (including maintaining compliance with financial and other covenants, obtaining waivers of non-compliance, or obtaining amendments of contractual covenants); or (xxix) strategic business objectives based on meeting specified revenue goals, market penetration goals, geographic business expansion goals, cost targets, or goals relating to acquisitions or divestitures. Performance goals may be based on the performance of Sonic, based on one or more divisions, business units or

subsidiaries, based on the performance of Sonic and its subsidiaries as a whole, or based on any combination of the foregoing. Performance goals also may be expressed by reference to an individual's performance relating to any of the criteria.

The 2012 Stock Incentive Plan provides that performance goals may be expressed in such form as the Compensation Committee determines, including in either absolute or relative terms (including, but not limited to, by relative comparison to a pre-established target, to previous years or to other companies or other external measures), in percentages, in terms of growth over time or otherwise. Performance goals do not have to be based upon an increase or positive result under one of the above criteria and could include, for example, maintaining the status quo or the limitation of economic losses (measured in such case by reference to the specific criteria). When establishing the performance goals, the Compensation Committee may specify that they will be determined either before or after taxes and adjusted to exclude items such as (i) asset write-downs or impairment charges; (ii) the effect of unusual or extraordinary charges or income items or other events, including acquisitions or dispositions of businesses or assets, restructurings, discontinued operations, reductions in force, refinancing/restructuring of short term and/or long term debt, or other extraordinary non-recurring items as described in Accounting Principles Board Opinion No. 30 and/or management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to stockholders for the applicable year; (iii) litigation or claim expenses, judgments or settlements; or (iv) changes in accounting principles or tax laws or other laws or provisions affecting reported results.

The Compensation Committee also can establish subjective performance goals, but the subjective performance goals may be used only to reduce, and not increase, an award.

Following completion of the applicable performance period, the Compensation Committee will certify in writing the extent to which the performance goals have been reached. The Compensation Committee cannot waive the performance goal requirements for a covered officer except in its discretion in the case of the death or disability of the recipient or in the event of a change in control.

As noted previously, no individual may be granted restricted stock, restricted stock units or stock awards with respect to an aggregate of more than 250,000 shares of Class A Common Stock during any calendar year. In addition, the maximum cash payment that may be paid under a cash-based stock award during a calendar year to a participant is \$4,000,000.

The Compensation Committee may, in its discretion, grant awards to covered officers that do not qualify as performance-based compensation under Section 162(m) of the Code.

#### ***Change in Control***

Under the 2012 Stock Incentive Plan, a "change in control" generally means any merger or consolidation in which Sonic is not the surviving corporation and which results in the holders of the outstanding voting securities of Sonic (determined immediately prior to such merger or consolidation) owning less than a majority of the outstanding voting securities of the surviving corporation, any sale or transfer by Sonic of all or substantially all of its assets or any tender offer or exchange offer for, or the acquisition, directly or indirectly, by any person or group of, all or a majority of the then-outstanding voting securities of Sonic.

Upon either the consummation of a tender or exchange offer that constitutes a change in control or the third business day prior to the effective date of any other change in control, as the case may be, (i) outstanding stock options and SARs will become fully vested and exercisable; (ii) outstanding restricted stock and restricted stock units (including performance awards other than those described below) will become fully vested with all restrictions and conditions related thereto being deemed satisfied; (iii) outstanding performance awards of restricted stock and restricted stock units for which the performance period has ended, but which otherwise



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remain subject to additional vesting or other restrictions, will become vested with all restrictions and conditions related thereto being deemed satisfied to the extent of the award as adjusted (if necessary) based upon achievement of the applicable performance goals; and (iv) outstanding performance awards of restricted stock and restricted stock units for which the performance period has not yet ended will become vested with restrictions and conditions related thereto being deemed satisfied on a pro rata basis based upon an assumed achievement of the applicable target performance goals and the length of time within the performance period that has elapsed prior to the change in control. The applicable award agreement will specify the effect of a change in control on other stock awards.

#### ***Forfeiture and Clawback***

The 2012 Stock Incentive Plan provides that, in addition to forfeitures due to vesting schedules or termination of service, the Compensation Committee may specify in an award agreement that an award and/or a participant's rights, payments and benefits with respect to an award (including but not limited to the right to receive an award, to exercise an award, to retain an award, to retain cash or Class A Common Stock acquired in connection with an award and/or to retain the profit or gain realized in connection with an award) will be subject to reduction, rescission, forfeiture or recoupment by the Company upon certain events, such as termination of service for cause, breach of confidentiality or other restrictive covenants, engaging in competition against the Company or other conduct or activity that is detrimental to the business or reputation of the Company. The 2012 Stock Incentive Plan also provides that all awards granted under the 2012 Stock Incentive Plan are intended to be subject to the terms and conditions of any policy regarding clawbacks, forfeitures or recoupments adopted by the Company.

#### ***Amendment, Suspension or Termination***

The Board of Directors may at any time amend, suspend or terminate the 2012 Stock Incentive Plan in whole or in part for any reason, provided that such action may be subject to stockholder approval if necessary to comply with legal, regulatory or securities exchange listing requirements or the action is intended to allow the exercise price of outstanding stock options to be reduced by repricing or replacing such options. Unless terminated earlier, the 2012 Stock Incentive Plan will terminate on February 22, 2022, a term of ten years from its initial adoption by the Board of Directors. The Compensation Committee also may amend the terms of an outstanding award. Generally, no amendment, suspension or termination of the 2012 Stock Incentive Plan (or amendment of an outstanding award) may adversely affect in any material way the rights of the holder of an outstanding award without his or her consent. However, the Board of Directors may amend the 2012 Stock Incentive Plan and/or the Compensation Committee may amend any outstanding award without obtaining the award holder's consent if it deems the amendment necessary or advisable to comply with applicable law or address other regulatory matters.

#### ***Plan Benefits***

Since all awards under the 2012 Stock Incentive Plan are made at the discretion of the Compensation Committee, future awards that may be received by any executive officers or others pursuant to the 2012 Stock Incentive Plan are not presently determinable.

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***Section 409A of the Code***

Section 409A of the Code provides requirements for certain nonqualified deferred compensation arrangements. If applicable, Section 409A of the Code also imposes penalties (including an additional 20% tax) on the recipient of deferred compensation in the event such compensation fails to comply with Section 409A of the Code. Unless otherwise provided by the Compensation Committee, awards granted under the 2012 Stock Incentive Plan are intended to either comply with or meet the requirements for an exemption from Section 409A of the Code. Sonic does not guarantee to any participant that the 2012 Stock Incentive Plan or any award granted under the 2012 Stock Incentive Plan complies with or is exempt from Section 409A of the Code and Sonic will not have any liability to, indemnify or hold harmless any individual with respect to any tax consequences that arise from any such failure to comply with or meet an exemption under Section 409A of the Code.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

At the annual meeting of stockholders (the "Annual Meeting") of Sonic held April 18, 2012, the following actions took place.

Mr. O. Bruton Smith, Mr. B. Scott Smith, Mr. David B. Smith, Mr. William I. Belk, Mr. William R. Brooks, Mr. Victor H. Doolan, Mr. Robert Heller, Mr. Robert L. Rewey and Mr. David C. Vorhoff were reelected as directors by Sonic's stockholders.

	<u>Votes For</u>	<u>Votes Withheld</u>	<u>Broker Non-Votes</u>	<u>Votes Abstained</u>
Election of O. Bruton Smith	151,680,511	1,505,189	3,663,670	-
Election of B. Scott Smith	151,015,658	2,170,042	3,663,670	-
Election of David B. Smith	151,014,525	2,171,175	3,663,670	-
Election of William I. Belk	152,114,174	1,071,526	3,663,670	-
Election of William R. Brooks	151,015,866	2,169,834	3,663,670	-
Election of Victor H. Doolan	152,732,549	453,151	3,663,670	-
Election of Robert Heller	152,111,949	1,073,751	3,663,670	-
Election of Robert L. Rewey	152,093,288	1,092,412	3,663,670	-
Election of David C. Vorhoff	152,731,684	454,016	3,663,670	-

Sonic's stockholders approved, on a non-binding advisory basis, Sonic's executive compensation as disclosed in its proxy statement for the Annual Meeting.

	<u>Votes For</u>	<u>Votes Against</u>	<u>Broker Non-Votes</u>	<u>Votes Abstained</u>
Approval, on a non-binding advisory basis, of Sonic's executive compensation as disclosed in its proxy statement for the Annual Meeting	152,712,146	380,430	3,663,670	93,124

Sonic's stockholders approved the Sonic Automotive, Inc. 2012 Formula Restricted Stock Plan for Non-Employee Directors.

	<u>Votes For</u>	<u>Votes Against</u>	<u>Broker Non-Votes</u>	<u>Votes Abstained</u>
Approval of the Sonic Automotive, Inc. 2012 Formula Restricted Stock Plan for Non-Employee Directors	151,923,041	1,178,328	3,663,670	84,331

Sonic's stockholders approved the Sonic Automotive, Inc. 2012 Stock Incentive Plan.

	<u>Votes For</u>	<u>Votes Against</u>	<u>Broker Non-Votes</u>	<u>Votes Abstained</u>
Approval of the Sonic Automotive, Inc. 2012 Stock Incentive Plan	143,355,105	9,805,014	3,663,670	25,581

Sonic's stockholders approved the ratification of the appointment of Ernst & Young LLP as Sonic's independent accountants for the fiscal year ending December 31, 2012.

	<u>Votes For</u>	<u>Votes Against</u>	<u>Broker Non-Votes</u>	<u>Votes Abstained</u>
Ratification of appointment of Ernst & Young LLP as the independent public accounting firm	156,675,438	151,190	--	22,742

**Item 9.01 Financial Statements and Exhibits**

(d) *Exhibits.*

- 10.1 Amendment No. 1, dated as of April 19, 2012, to Second Amended and Restated Credit Agreement dated July 8, 2011 with Bank of America, N.A., as administrative agent, swing line lender and a lender and Mercedes-Benz Financial Services USA LLC, BMW Financial Services NA, LLC, Toyota Motor Credit Corporation, JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Comerica Bank, US Bank, National Association, Capital One, N.A., VW Credit, Inc. and World Omni Financial Corp., as lenders and Bank of America, N.A., and Wells Fargo Bank, National Association, as letter of credit issuer.
- 10.2 Amendment No. 1, dated as of April 19, 2012, to Amended and Restated Syndicated New and Used Vehicle Floorplan Credit Agreement with Bank of America, N.A., as administrative agent, a lender, new vehicle swingline lender and used vehicle swingline lender, and JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, US Bank, National Association, Capital One, N.A., Mercedes-Benz Financial Services USA LLC and Comerica Bank, as lenders, and Wells Fargo Bank, National Association as letter of credit issuer.
- 10.3 Sonic Automotive, Inc. 2012 Stock Incentive Plan (incorporated by referenced to Exhibit 4.5 to Sonic's Registration Statement on Form S-8 (Reg. No. 333-180814)).

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SONIC AUTOMOTIVE, INC.

By: /s/ Stephen K. Coss  
Stephen K. Coss  
Senior Vice President and General Counsel

Dated: April 23, 2012

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**EXHIBIT INDEX**

- 10.1 Amendment No. 1, dated as of April 19, 2012, to Second Amended and Restated Credit Agreement dated July 8, 2011 with Bank of America, N.A., as administrative agent, swing line lender and a lender and Mercedes-Benz Financial Services USA LLC, BMW Financial Services NA, LLC, Toyota Motor Credit Corporation, JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Comerica Bank, US Bank, National Association, Capital One, N.A., VW Credit, Inc. and World Omni Financial Corp., as lenders and Bank of America, N.A., and Wells Fargo Bank, National Association, as letter of credit issuer.
- 10.2 Amendment No. 1, dated as of April 19, 2012, to Amended and Restated Syndicated New and Used Vehicle Floorplan Credit Agreement with Bank of America, N.A., as administrative agent, a lender, new vehicle swingline lender and used vehicle swingline lender, and JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, US Bank, National Association, Capital One, N.A., Mercedes-Benz Financial Services USA LLC and Comerica Bank, as lenders, and Wells Fargo Bank, National Association as letter of credit issuer.
- 10.3 Sonic Automotive, Inc. 2012 Stock Incentive Plan (incorporated by referenced to Exhibit 4.5 to Sonic's Registration Statement on Form S-8 (Reg. No. 333-180814)).

**AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

This **AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT** (this "**Agreement**") dated as of April 19, 2012 (the "**Agreement Date**") and effective as of March 31, 2012 (the "**Effective Date**") is made by and among SONIC AUTOMOTIVE, INC., a Delaware corporation (the "**Company**"), each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**"), BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States ("**Bank of America**"), in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "**Administrative Agent**"), and as Swing Line Lender and L/C Issuer and each of the Loan Parties (as defined in the Credit Agreement) signatory hereto.

**WITNESSETH:**

**WHEREAS**, the Company, the Administrative Agent, Swing Line Lender and L/C Issuer, Wells Fargo Bank, National Association, as an L/C Issuer, and the lender parties thereto have entered into that certain Second Amended and Restated Credit Agreement dated as of July 8, 2011 (as hereby amended and as from time to time further amended, modified, supplemented, restated, or amended and restated, the "**Credit Agreement**"; capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement), pursuant to which the Lenders have made available to the Company a revolving credit facility, including a letter of credit subfacility and a swing line subfacility; and

**WHEREAS**, each of the Subsidiary Guarantors has entered into the Subsidiary Guaranty pursuant to which each has guaranteed the payment and performance of the obligations of the Company under the Credit Agreement and other Loan Documents; and

**WHEREAS**, the Company and the respective Loan Parties that are parties thereto have entered into the Security Agreement, the Escrow Security Agreement, the Pledge Agreement and other Security Instruments, securing the Obligations under the Credit Agreement and other Loan Documents; and

**WHEREAS**, the Company has advised the Administrative Agent and the Lenders that the Loan Parties desire to amend certain provisions of the Credit Agreement as set forth below, and the Administrative Agent and the Lenders signatory hereto are willing to effect such amendment on the terms and conditions contained in this Agreement;

**NOW, THEREFORE**, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. Amendments to Credit Agreement. Subject to the terms and conditions set forth herein, Section 7.11(a) of the Credit Agreement is amended, so that, as amended, such section shall read as follows:

- (a) Consolidated Liquidity Ratio. Permit the Consolidated Liquidity Ratio as of the end of any fiscal quarter (or at the request of the Administrative Agent, as of the end of any calendar month) to be less than 1.05 to 1.00.

2. Effectiveness: Conditions Precedent. This Agreement and the amendments to the Credit Agreement herein provided shall become effective as of the Effective Date, upon the Administrative Agent's receipt of counterparts of this Agreement, duly executed by the Company, each Subsidiary Guarantor, Sonic Financial, the Administrative Agent, and Lenders constituting Required Lenders.

3. Consent of the Loan Parties. Each Subsidiary Guarantor hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Subsidiary Guaranty (including without limitation the continuation of such Subsidiary Guarantor's payment and performance obligations thereunder upon and after the effectiveness of this Agreement and the amendments contemplated hereby) and the enforceability of such Subsidiary Guaranty against such Subsidiary Guarantor in accordance with its terms. Each Loan Party hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects each Security Instrument to which such Loan Party is a party (including without limitation the continuation of the perfection and priority of each Lien thereunder upon and after the effectiveness of this Agreement and the amendments contemplated hereby) and the enforceability of such Security Instrument against such Loan Party in accordance with its terms.

4. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Agreement, each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows:

(a) The representations and warranties made by each Loan Party in Article V of the Credit Agreement and in each of the other Loan Documents to which such Loan Party is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement will be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement;

(b) The Persons appearing as Subsidiary Guarantors on the signature pages to this Agreement constitute all Persons who are required to be Subsidiary Guarantors pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all Persons who became Subsidiaries or were otherwise required to become Subsidiary Guarantors after the Closing Date, and each of such Persons has become and remains a party to a Subsidiary Guaranty as a guarantor thereunder;

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(c) This Agreement has been duly authorized, executed and delivered by the Company and each of the other Loan Parties party hereto and constitutes a legal, valid and binding obligation of each such party, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally; and

(d) No Default or Event of Default has occurred and is continuing.

5. Entire Agreement. This Agreement, together with all the Loan Documents (collectively, the "**Relevant Documents**"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Agreement may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 10.01 of the Credit Agreement.

6. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic delivery (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

8. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts executed and to be performed entirely within such State, and shall be further subject to the provisions of Section 10.14 of the Credit Agreement.

9. Enforceability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

10. References. All references in any of the Loan Documents to the "Credit Agreement" shall mean the Credit Agreement, as amended hereby.



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11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, each of the other Loan Parties, the Administrative Agent, the Lenders, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in Section 10.06 of the Credit Agreement.

*[Signature pages follow.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

**COMPANY:**

**SONIC AUTOMOTIVE, INC.**

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice Chairman and Chief Financial Officer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**REVOLVING SUBSIDIARY GRANTORS:**

ADI OF THE SOUTHEAST, LLC  
ANTREV, LLC  
ARNGAR, INC.  
AUTOBAHN, INC.  
AVALON FORD, INC.  
FAA AUTO FACTORY, INC.  
FAA BEVERLY HILLS, INC.  
FAA CAPITOL N, INC.  
FAA CONCORD H, INC.  
FAA CONCORD T, INC.  
FAA DUBLIN N, INC.  
FAA DUBLIN VWD, INC.  
FAA HOLDING CORP.  
FAA LAS VEGAS H, INC.  
FAA POWAY H, INC.  
FAA POWAY T, INC.  
FAA SAN BRUNO, INC.  
FAA SANTA MONICA V, INC.  
FAA SERRAMONTE, INC.  
FAA SERRAMONTE H, INC.  
FAA SERRAMONTE L, INC.  
FAA STEVENS CREEK, INC.  
FAA TORRANCE CPJ, INC.  
FIRSTAMERICA AUTOMOTIVE, INC.  
FORT MILL FORD, INC.  
FORT MYERS COLLISION CENTER, LLC  
FRANCISCAN MOTORS, INC.  
KRAMER MOTORS INCORPORATED  
L DEALERSHIP GROUP, INC.  
MARCUS DAVID CORPORATION  
MASSEY CADILLAC, INC.  
MOUNTAIN STATES MOTORS CO., INC.  
ONTARIO L, LLC  
SAI AL HC1, INC.  
SAI AL HC2, INC.

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**REVOLVING SUBSIDIARY GRANTORS:**

SAI ANN ARBOR IMPORTS, LLC  
SAI ATLANTA B, LLC  
SAI BROKEN ARROW C, LLC  
SAI CHARLOTTE M, LLC  
SAI COLUMBUS MOTORS, LLC  
SAI COLUMBUS VWK, LLC  
SAI FL HC2, INC.  
SAI FL HC3, INC.  
SAI FL HC4, INC.  
SAI FL HC7, INC.  
SAI FORT MYERS B, LLC  
SAI FORT MYERS H, LLC  
SAI FORT MYERS M, LLC  
SAI FORT MYERS VW, LLC  
SAI IRONDALE IMPORTS, LLC  
SAI LONG BEACH B, INC.  
SAI MD HC1, INC.  
SAI MONROVIA B, INC.  
SAI MONTGOMERY B, LLC  
SAI MONTGOMERY BCH, LLC  
SAI MONTGOMERY CH, LLC  
SAI NASHVILLE CSH, LLC  
SAI NASHVILLE H, LLC  
SAI NASHVILLE M, LLC  
SAI NASHVILLE MOTORS, LLC  
SAI OK HC1, INC.  
SAI OKLAHOMA CITY C, LLC  
SAI OKLAHOMA CITY H, LLC  
SAI ORLANDO CS, LLC  
SAI RIVERSIDE C, LLC  
SAI ROCKVILLE IMPORTS, LLC  
SAI SANTA CLARA K, INC.  
SAI TN HC1, LLC  
SAI TN HC2, LLC  
SAI TN HC3, LLC  
SAI TULSA N, LLC  
SANTA CLARA IMPORTED CARS, INC.  
SONIC – 2185 CHAPMAN RD., CHATTANOOGA, LLC  
SONIC – CALABASAS V, INC.

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**REVOLVING SUBSIDIARY GRANTORS:**

SONIC – CARSON F, INC.  
SONIC – COAST CADILLAC, INC.  
SONIC – DENVER T, INC.  
SONIC – DOWNEY CADILLAC, INC.  
SONIC – ENGLEWOOD M, INC.  
SONIC – LAS VEGAS C EAST, LLC  
SONIC – LAS VEGAS C WEST, LLC  
SONIC – LLOYD NISSAN, INC.  
SONIC – LLOYD PONTIAC – CADILLAC, INC.  
SONIC – LONE TREE CADILLAC, INC.  
SONIC – LS, LLC  
SONIC – MANHATTAN FAIRFAX, INC.  
SONIC – MASSEY CHEVROLET, INC.  
SONIC – NEWSOME CHEVROLET WORLD, INC.  
SONIC – NEWSOME OF FLORENCE, INC.  
SONIC – NORTH CHARLESTON DODGE, INC.  
SONIC – SANFORD CADILLAC, INC.  
SONIC – SHOTTENKIRK, INC.  
SONIC – STEVENS CREEK B, INC.  
SONIC – WILLIAMS CADILLAC, INC.  
SONIC AGENCY, INC.  
SONIC AUTOMOTIVE – 1720 MASON AVE., DB, INC.  
SONIC AUTOMOTIVE – 1720 MASON AVE., DB, LLC  
SONIC AUTOMOTIVE – 6008 N. DALE MABRY, FL, INC.  
SONIC AUTOMOTIVE – 9103 E. INDEPENDENCE, NC, LLC  
SONIC AUTOMOTIVE 2752 LAURENS RD., GREENVILLE,  
INC.  
SONIC AUTOMOTIVE 5260 PEACHTREE INDUSTRIAL  
BLVD., LLC  
SONIC AUTOMOTIVE F&I, LLC  
SONIC AUTOMOTIVE OF CHATTANOOGA, LLC  
SONIC AUTOMOTIVE OF NASHVILLE, LLC  
SONIC AUTOMOTIVE OF NEVADA, INC.  
SONIC AUTOMOTIVE SUPPORT, LLC  
SONIC AUTOMOTIVE WEST, LLC

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**REVOLVING SUBSIDIARY GRANTORS:**

SONIC AUTOMOTIVE-3700 WEST BROAD STREET,  
COLUMBUS, INC.  
SONIC AUTOMOTIVE-4000 WEST BROAD STREET,  
COLUMBUS, INC.  
SONIC CALABASAS M, INC.  
SONIC DEVELOPMENT, LLC  
SONIC DIVISIONAL OPERATIONS, LLC  
SONIC FREMONT, INC.  
SONIC OF TEXAS, INC.  
SONIC RESOURCES, INC.  
SONIC SANTA MONICA M, INC.  
SONIC SANTA MONICA S, INC.  
SONIC TYSONS CORNER H, INC.  
SONIC TYSONS CORNER INFINITI, INC.  
SONIC WALNUT CREEK M, INC.  
SONIC WILSHIRE CADILLAC, INC.  
SONIC – BUENA PARK H, INC.  
SONIC – CALABASAS A, INC.  
SONIC – CAPITOL CADILLAC, INC.  
SONIC – CAPITOL IMPORTS, INC.  
SONIC – CARSON LM, INC.  
SONIC – HARBOR CITY H, INC.  
SONIC – PLYMOUTH CADILLAC, INC.  
SONIC – SATURN OF SILICON VALLEY, INC.  
SONIC – SERRAMONTE I, INC.  
SONIC – VOLVO LV, LLC  
SONIC – WEST COVINA T, INC.  
SRE ALABAMA – 2, LLC  
SRE ALABAMA – 5, LLC  
SRE CALIFORNIA – 1, LLC  
SRE CALIFORNIA – 2, LLC  
SRE CALIFORNIA – 3, LLC  
SRE CALIFORNIA – 4, LLC  
SRE CALIFORNIA – 5, LLC  
SRE CALIFORNIA – 7 SCB, LLC  
SRE CALIFORNIA – 8 SCH, LLC  
SRE COLORADO – 1, LLC  
SRE FLORIDA – 1, LLC  
SRE FLORIDA – 2, LLC  
SRE HOLDING, LLC  
SRE OKLAHOMA – 1, LLC

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**REVOLVING SUBSIDIARY GRANTORS:**

**SRE OKLAHOMA – 2, LLC  
SRE OKLAHOMA – 5, LLC  
SRE SOUTH CAROLINA – 2, LLC  
SRE SOUTH CAROLINA – 3, LLC  
SRE SOUTH CAROLINA – 4, LLC  
SRE TENNESSEE – 4, LLC  
SRE VIRGINIA – 1, LLC  
STEVENS CREEK CADILLAC, INC.  
TOWN AND COUNTRY FORD, INCORPORATED  
WINDWARD, INC.  
Z MANAGEMENT, INC.**

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SAI GA HC1, LP  
SONIC – STONE MOUNTAIN T, L.P.  
SONIC PEACHTREE INDUSTRIAL BLVD., L.P.**

**By: SAI GEORGIA, LLC, as Sole General Partner**

**By: SONIC AUTOMOTIVE OF NEVADA, INC., as Sole Member**

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SONIC – LS CHEVROLET, L.P.**

**By: SONIC – LS, LLC, as Sole General Partner**

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**REVOLVING SUBSIDIARY GRANTORS:**

PHILPOTT MOTORS, LTD.  
SONIC – CADILLAC D, L.P.  
SONIC – CAMP FORD, L.P.  
SONIC – CARROLLTON V, L.P.  
SONIC – FORT WORTH T, L.P.  
SONIC – FRANK PARRA AUTOPLEX, L.P.  
SONIC – HOUSTON V, L.P.  
SONIC – LUTE RILEY, L.P.  
SONIC – RICHARDSON F, L.P.  
SONIC – UNIVERSITY PARK A, L.P.  
SONIC ADVANTAGE PA, L.P.  
SONIC AUTOMOTIVE – 3401 N. MAIN, TX, L.P.  
SONIC AUTOMOTIVE – 4701 I-10 EAST, TX, L.P.  
SONIC AUTOMOTIVE OF TEXAS, L.P.  
SONIC HOUSTON JLR, LP  
SONIC HOUSTON LR, L.P.  
SONIC MOMENTUM B, L.P.  
SONIC MOMENTUM JVP, L.P.  
SONIC MOMENTUM VWA, L.P.  
SONIC – CLEAR LAKE VOLKSWAGEN, L.P.  
SONIC – JERSEY VILLAGE VOLKSWAGEN, L.P.  
SRE TEXAS – 1, L.P.  
SRE TEXAS – 2, L.P.  
SRE TEXAS – 3, L.P.  
SRE TEXAS – 4, L.P.  
SRE TEXAS – 5, L.P.  
SRE TEXAS – 6, L.P.  
SRE TEXAS – 7, L.P.  
SRE TEXAS – 8, L.P.

**By: SONIC OF TEXAS, INC.,** as Sole General Partner

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

**SAI CLEARWATER T, LLC**

**By: SAI FL HC2, INC.,** as Sole Member

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer



**REVOLVING SUBSIDIARY GRANTORS:**

**SAI COLUMBUS T, LLC**

**By: SONIC AUTOMOTIVE, INC.,** as Sole Member

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SAI GEORGIA, LLC**

**By: SONIC AUTOMOTIVE OF NEVADA, INC.,** as Sole Member

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SAI IRONDALE L, LLC**

**By: SAI AL HC2, INC.,** as Sole Member

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SAI OKLAHOMA CITY T, LLC**

**SAI TULSA T, LLC**

**By: SAI OK HC1, INC.,** as Sole Member

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SAI ROCKVILLE L, LLC**

**By: SAI MD HC1, INC.,** as Sole Member

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**FLOORPLAN SUBSIDIARY GRANTORS:**

ARNGAR, INC.  
FAA CONCORD H, INC.  
FAA LAS VEGAS H, INC.  
FAA POWAY H, INC.  
FAA SANTA MONICA V, INC.  
FAA SERRAMONTE, INC.  
FAA SERRAMONTE H, INC.  
FAA STEVENS CREEK, INC.  
FAA TORRANCE CPJ, INC.  
FRANCISCAN MOTORS, INC.  
KRAMER MOTORS INCORPORATED  
SAI BROKEN ARROW C, LLC  
SAI COLUMBUS MOTORS, LLC  
SAI COLUMBUS VWK, LLC  
SAI FORT MYERS H, LLC  
SAI IRONDALE IMPORTS, LLC  
SAI MONTGOMERY BCH, LLC  
SAI MONTGOMERY CH, LLC  
SAI NASHVILLE CSH, LLC  
SAI NASHVILLE H, LLC  
SAI NASHVILLE MOTORS, LLC  
SAI OKLAHOMA CITY H, LLC  
SAI ORLANDO CS, LLC  
SAI RIVERSIDE C, LLC  
SAI ROCKVILLE IMPORTS, LLC  
SAI SANTA CLARA K, INC.  
SANTA CLARA IMPORTED CARS, INC.  
SONIC – 2185 CHAPMAN RD., CHATTANOOGA, LLC  
SONIC – LAS VEGAS C WEST, LLC  
SONIC – LONE TREE CADILLAC, INC.  
SONIC – NEWSOME CHEVROLET WORLD, INC.  
SONIC – NEWSOME OF FLORENCE, INC.  
SONIC – SHOTTENKIRK, INC.  
SONIC AUTOMOTIVE – 9103 E. INDEPENDENCE, NC, LLC  
SONIC AUTOMOTIVE 5260 PEACHTREE INDUSTRIAL  
BLVD., LLC  
SONIC TYSONS CORNER H, INC.  
SONIC TYSONS CORNER INFINITI, INC.

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**FLOORPLAN SUBSIDIARY GRANTORS:**

**SONIC – BUENA PARK H, INC.  
SONIC – CALABASAS A, INC.  
SONIC – CAPITOL CADILLAC, INC.  
SONIC – CAPITOL IMPORTS, INC.  
SONIC – HARBOR CITY H, INC.  
SONIC – PLYMOUTH CADILLAC, INC.  
SONIC – VOLVO LV, LLC  
STEVENS CREEK CADILLAC, INC.  
WINDWARD, INC.**

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

**SONIC – LS CHEVROLET, L.P.**

**By: SONIC – LS, LLC, as Sole General Partner**

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

**PHILPOTT MOTORS, LTD.  
SONIC – CADILLAC D, L.P.  
SONIC – HOUSTON V, L.P.  
SONIC – LUTE RILEY, L.P.  
SONIC ADVANTAGE PA, L.P.  
SONIC AUTOMOTIVE – 3401 N. MAIN, TX, L.P.  
SONIC HOUSTON JLR, LP  
SONIC HOUSTON LR, L.P.  
SONIC MOMENTUM JVP, L.P.  
SONIC MOMENTUM VWA, L.P.**

**By: SONIC OF TEXAS, INC., as Sole General Partner**

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**SONIC FINANCIAL CORPORATION**

By: /s/ William R. Brooks

Name: William R. Brooks

Title: Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: /s/ illegible signature

Name: Anne M. Zeschke

Title: Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**LENDERS:**

**BANK OF AMERICA, N.A.**, as Swing Line Lender, L/C Issuer and  
as a Lender

By: /s/ M. Patricia Kay  
Name: M. Patricia Kay  
Title: Senior Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**JPMORGAN CHASE BANK, N.A.**, as a Lender

By: /s/ illegible signature

Name: Jeffrey G. Calder

Title: Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**US BANK, NATIONAL ASSOCIATION**, as a Lender

By: /s./ Mark Landsem

Name: Mark Landsem

Title: Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT



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**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as an L/C  
Issuer and as a Lender

By: /s/ Jeffrey Bullard  
Name: Jeffrey E. Bullard  
Title: Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**MERCEDES-BENZ FINANCIAL SERVICES USA LLC** (f/k/a  
DCFS USA LLC), as a Lender

By: /s/ Michele Nowak  
Name: Michele Nowak  
Title: Credit Director, National Accounts

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**COMERICA BANK**, as a Lender

By: /s/ David M. Garbarz

Name: David M. Garbarz

Title: Senior Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**CAPITAL ONE, N.A.**, as a Lender

By: /s/ Anne Marie Zima

Name: Anne Marie Zima

Title: Vice President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**BMW FINANCIAL SERVICES NA, LLC, as a Lender**

By: /s/ Patrick Sullivan

Name: Patrick Sullivan

Title: GM, Commercial Finance  
BMW Group Financial Services

By: /s/ illegible signature

Name: illegible name

Title: President

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**TOYOTA MOTOR CREDIT CORPORATION**, as a Lender

By: /s/ illegible signature

Name: Anna Lee

Title: National Credit Dealer Manager

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**VW CREDIT, INC.**, as a Lender

By: /s/ David Rands

Name: David Rands

Title: Regional General Manager

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

---

**WORLD OMNI FINANCIAL CORP.**, as a Lender

By: /s/ William Shope

Name: William Shope

Title: VP Portfolio Management

AMENDMENT NO. 1 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT



**AMENDMENT NO. 1 TO AMENDED AND RESTATED  
SYNDICATED NEW AND USED  
VEHICLE FLOORPLAN CREDIT AGREEMENT**

This AMENDMENT NO. 1 TO AMENDED AND RESTATED SYNDICATED NEW AND USED VEHICLE FLOORPLAN CREDIT AGREEMENT (this "Agreement") dated as of April 19, 2012 (the "Agreement Date") and effective as of March 31, 2012 (the "Effective Date") is made by and among SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), CERTAIN SUBSIDIARIES OF THE COMPANY party to the Credit Agreement (as defined below) pursuant to Section 2.19 of the Credit Agreement (each a "New Vehicle Borrower" and together with the Company, the "Borrowers" and each individually a "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States ("Bank of America"), in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent"), and as New Vehicle Swing Line Lender and Used Vehicle Swing Line Lender and each of the Loan Parties (as defined in the Credit Agreement) signatory hereto.

**WITNESSETH:**

**WHEREAS**, the Company, Bank of America, as Administrative Agent, New Vehicle Swing Line Lender and Used Vehicle Swing Line Lender, Bank of America, as Revolving Administrative Agent (in the capacity of collateral agent) and the Lenders have entered into that certain Amended and Restated Syndicated New and Used Vehicle Floorplan Credit Agreement dated as of July 8, 2011 (as hereby amended and as from time to time further amended, modified, supplemented, restated, or amended and restated, the "Credit Agreement"; capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement), pursuant to which the Lenders have made available to the Company a new vehicle floorplan revolving credit facility (including a swing line subfacility) and a used vehicle floorplan revolving credit facility (including a swing line subfacility); and

**WHEREAS**, the Company has entered into the Company Guaranty pursuant to which it has guaranteed the payment and performance of the obligations of each New Vehicle Borrower under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, each of the other Guarantors has entered into a Subsidiary Guaranty pursuant to which it has guaranteed the payment and performance of the obligations of each Borrower under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, the Company and the respective Loan Parties that are parties thereto have entered into the Security Agreement and other Security Instruments, securing the Obligations under the Credit Agreement and other Loan Documents; and

**WHEREAS**, the Company has advised the Administrative Agent and the Lenders that the Loan Parties desire to amend certain provisions of the Credit Agreement as set forth below,

and the Administrative Agent and the Lenders signatory hereto are willing to effect such amendment on the terms and conditions contained in this Agreement;

**NOW, THEREFORE**, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Credit Agreement. Subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended as follows:

(a) Section 2.11(a)(ii) of the Credit Agreement is amended, so that, as amended, such section shall read as follows:

(ii) The New Vehicle Borrowers (jointly and severally) shall repay each New Vehicle Floorplan Swing Line Loan (x) at any time on demand by the New Vehicle Floorplan Swing Line Lender and (y) on the Maturity Date.

(b) Section 7.11(a) of the Credit Agreement is amended, so that, as amended, such section shall read as follows:

(a) Consolidated Liquidity Ratio. Permit the Consolidated Liquidity Ratio as of the end of any fiscal quarter (or at the request of the Administrative Agent, as of the end of any calendar month) to be less than 1.05 to 1.00.

2. Effectiveness: Conditions Precedent. This Agreement and the amendments to the Credit Agreement herein provided shall become effective as of the Effective Date, upon the Administrative Agent's receipt of counterparts of this Agreement, duly executed by the Company, each Subsidiary Guarantor, the Administrative Agent and Lenders constituting Required Lenders.

3. Consent of the Loan Parties. The Company hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Company Guaranty (including without limitation the continuation of the Company's payment and performance obligations thereunder upon and after the effectiveness of this Agreement and the amendments contemplated hereby) and the enforceability of the Company Guaranty against the Company in accordance with its terms. Each Subsidiary Guarantor hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Subsidiary Guaranty (including without limitation the continuation of such Subsidiary Guarantor's payment and performance obligations thereunder upon and after the effectiveness of this Agreement and the amendments contemplated hereby) and the enforceability of such Subsidiary Guaranty against such Subsidiary Guarantor in accordance with its terms. Each Loan Party hereby confirms and ratifies in all respects each Security Instrument to which such Loan Party is a party (including without limitation the continuation of the perfection and priority of each Lien thereunder upon and after the effectiveness of this Agreement and the amendments contemplated hereby) and the enforceability of such Security Instrument against such Loan Party in accordance with its terms.

4. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Agreement, each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows:

(a) The representations and warranties made by each Loan Party in Article V of the Credit Agreement and in each of the other Loan Documents to which such Loan Party is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement will be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement;

(b) The Persons appearing as Subsidiary Guarantors on the signature pages to this Agreement constitute all Persons who are required to be Subsidiary Guarantors pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all Persons who became Subsidiaries or were otherwise required to become Subsidiary Guarantors after the Closing Date, and each of such Persons has become and remains a party to a Subsidiary Guaranty as a guarantor thereunder;

(c) This Agreement has been duly authorized, executed and delivered by the Company and each of the other Loan Parties party hereto and constitutes a legal, valid and binding obligation of each such party, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally; and

(d) No Default or Event of Default has occurred and is continuing.

5. Entire Agreement. This Agreement, together with all the Loan Documents (collectively, the "**Relevant Documents**"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Agreement may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 10.01 of the Credit Agreement.

6. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

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7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic delivery (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

8. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts executed and to be performed entirely within such State, and shall be further subject to the provisions of Section 10.14 of the Credit Agreement.

9. Enforceability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

10. References. All references in any of the Loan Documents to the "Credit Agreement" shall mean the Credit Agreement, as amended hereby.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company, each of the other Loan Parties, the Administrative Agent, the Lenders, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in Section 10.06 of the Credit Agreement.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

**COMPANY:**

**SONIC AUTOMOTIVE, INC.**, as a Borrower  
and as a Guarantor

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice Chairman and Chief Financial Officer

**NEW VEHICLE BORROWERS and GUARANTORS:**

**ARNGAR, INC.  
FAA CONCORD H, INC.  
FAA LAS VEGAS H, INC.  
FAA POWAY H, INC.  
FAA SANTA MONICA V, INC.  
FAA SERRAMONTE, INC.  
FAA SERRAMONTE H, INC.  
FAA STEVENS CREEK, INC.  
FAA TORRANCE CPJ, INC.  
FRANCISCAN MOTORS, INC.  
KRAMER MOTORS INCORPORATED  
SAI BROKEN ARROW C, LLC  
SAI COLUMBUS MOTORS, LLC  
SAI COLUMBUS VWK, LLC  
SAI FORT MYERS H, LLC  
SAI IRONDALE IMPORTS, LLC  
SAI MONTGOMERY BCH, LLC  
SAI MONTGOMERY CH, LLC  
SAI NASHVILLE CSH, LLC  
SAI NASHVILLE H, LLC  
SAI NASHVILLE MOTORS, LLC  
SAI OKLAHOMA CITY H, LLC  
SAI ORLANDO CS, LLC  
SAI RIVERSIDE C, LLC  
SAI ROCKVILLE IMPORTS, LLC  
SAI SANTA CLARA K, INC.  
SANTA CLARA IMPORTED CARS, INC.**

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
SYNDICATED NEW AND USED VEHICLE FLOORPLAN CREDIT AGREEMENT

**NEW VEHICLE BORROWERS and GUARANTORS:**

SONIC – 2185 CHAPMAN RD., CHATTANOOGA, LLC  
SONIC – LAS VEGAS C WEST, LLC  
SONIC – LONE TREE CADILLAC, INC.  
SONIC – NEWSOME CHEVROLET WORLD, INC.  
SONIC – NEWSOME OF FLORENCE, INC.  
SONIC – SHOTTENKIRK, INC.  
SONIC AUTOMOTIVE-9103 E. INDEPENDENCE, NC, LLC  
SONIC AUTOMOTIVE 5260 PEACHTREE INDUSTRIAL  
BLVD., LLC  
SONIC TYSONS CORNER H, INC.  
SONIC TYSONS CORNER INFINITI, INC.  
SONIC – BUENA PARK H, INC.  
SONIC – CALABASAS A, INC.  
SONIC – CAPITOL CADILLAC, INC.  
SONIC – CAPITOL IMPORTS, INC.  
SONIC – HARBOR CITY H, INC.  
SONIC – PLYMOUTH CADILLAC, INC.  
SONIC – VOLVO LV, LLC  
STEVENS CREEK CADILLAC, INC.  
WINDWARD, INC.

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

**SONIC – LS CHEVROLET, L.P.**

**By: SONIC – LS, LLC, as Sole General Partner**

By: /s/ David P. Cosper  
Name: David P. Cosper  
Title: Vice President and Treasurer

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**NEW VEHICLE BORROWERS and GUARANTORS:**

**PHILPOTT MOTORS, LTD.  
SONIC – CADILLAC D, L.P.  
SONIC – HOUSTON V, L.P.  
SONIC – LUTE RILEY, L.P.  
SONIC ADVANTAGE PA, L.P.  
SONIC AUTOMOTIVE – 3401 N. MAIN, TX, L.P.  
SONIC HOUSTON JLR, LP  
SONIC HOUSTON LR, L.P.  
SONIC MOMENTUM JVP, L.P.  
SONIC MOMENTUM VWA, L.P.**

**By: SONIC OF TEXAS, INC., as Sole General Partner**

By: /s/ David P. Cospers  
Name: David P. Cospers  
Title: Vice President and Treasurer

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**BANK OF AMERICA, N.A.**, as Administrative Agent and as  
Revolving Administrative Agent (in its capacity as collateral agent for  
the Secured Parties under the Loan Documents)

By: /s/ illegible signature

Name: Anne M. Zeschke

Title: Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**LENDERS:**

**BANK OF AMERICA, N.A.**, as a Lender, New Vehicle Swing Line  
Lender and Used Vehicle Swing Line Lender

By: /s/ M. Patricia Kay  
Name: M. Patricia Kay  
Title: Senior Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**JPMORGAN CHASE BANK, N.A., as a Lender**

By: /s/ Jeffrey G. Calder

Name: Jeffrey G. Calder

Title: Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**US BANK, NATIONAL ASSOCIATION**, as a Lender

By: /s/ Mark Landsem

Name: Mark Landsem

Title: Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as an L/C  
Issuer and as a Lender

By: /s/ Jeffrey E. Bullard  
Name: Jeffrey E. Bullard  
Title: Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**COMERICA BANK**, as a Lender

By: /s/ David M. Garbarz

Name: David M. Garbarz

Title: Senior Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**CAPITAL ONE, N.A.**, as a Lender

By: /s/ Anne Marie Zima

Name: Anne Marie Zima

Title: Vice President

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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**MERCEDES-BENZ FINANCIAL SERVICES USA LLC** (f/k/a  
DCFS USA LLC), as a Lender

By: /s/ Michele Nowak

Name: Michele Nowak

Title: Credit Director, National Accounts

AMENDMENT NO. 1 TO AMENDED AND RESTATED  
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