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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2014

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 1-13395

SONIC AUTOMOTIVE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

4401 Colwick Road
Charlotte, North Carolina
(Address of principal executive offices)

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

28211
(Zip Code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

| | | | |
|-------------------------|--|---------------------------|--------------------------|
| Large accelerated filer | <input checked="" type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input type="checkbox"/> (Do not check if a smaller reporting company) | Smaller reporting company | <input type="checkbox"/> |

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 17, 2014, there were 40,607,910 shares of Class A Common Stock and 12,029,375 shares of Class B Common Stock outstanding.

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PART I—FINANCIAL INFORMATION

Item 1: Financial Statements.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF INCOME

| | Second Quarter Ended June 30, | | Six Months Ended June 30, | |
|---|-------------------------------|--------------|---------------------------|--------------|
| | 2014 | 2013 | 2014 | 2013 |
| (Dollars and shares in thousands, except per share amounts) | | | | |
| Revenues: | | | | |
| New vehicles | \$ 1,298,777 | \$ 1,247,161 | \$ 2,445,397 | \$ 2,390,217 |
| Used vehicles | 603,868 | 538,977 | 1,163,684 | 1,065,158 |
| Wholesale vehicles | 44,765 | 40,032 | 86,363 | 91,825 |
| Total vehicles | 1,947,410 | 1,826,170 | 3,695,444 | 3,547,200 |
| Parts, service and collision repair | 329,134 | 307,046 | 647,905 | 603,689 |
| Finance, insurance and other, net | 76,736 | 69,220 | 146,317 | 134,714 |
| Total revenues | 2,353,280 | 2,202,436 | 4,489,666 | 4,285,603 |
| Cost of Sales: | | | | |
| New vehicles | (1,224,584) | (1,179,371) | (2,304,531) | (2,255,958) |
| Used vehicles | (566,395) | (501,368) | (1,085,517) | (989,519) |
| Wholesale vehicles | (46,079) | (41,975) | (87,772) | (94,970) |
| Total vehicles | (1,837,058) | (1,722,714) | (3,477,820) | (3,340,447) |
| Parts, service and collision repair | (169,275) | (155,916) | (335,899) | (308,330) |
| Total cost of sales | (2,006,333) | (1,878,630) | (3,813,719) | (3,648,777) |
| Gross profit | 346,947 | 323,806 | 675,947 | 636,826 |
| Selling, general and administrative expenses | (268,914) | (248,090) | (532,887) | (493,914) |
| Impairment charges | (4) | (36) | (7) | (51) |
| Depreciation and amortization | (14,431) | (13,144) | (28,812) | (25,278) |
| Operating income (loss) | 63,598 | 62,536 | 114,241 | 117,583 |
| Other income (expense): | | | | |
| Interest expense, floor plan | (4,846) | (5,591) | (9,535) | (10,804) |
| Interest expense, other, net | (13,865) | (14,390) | (27,683) | (28,749) |
| Other income (expense), net | 3 | (28,265) | 100 | (28,170) |
| Total other income (expense) | (18,708) | (48,246) | (37,118) | (67,723) |
| Income (loss) from continuing operations before taxes | 44,890 | 14,290 | 77,123 | 49,860 |
| Provision for income taxes—benefit (expense) | (17,829) | (5,573) | (30,078) | (19,445) |
| Income (loss) from continuing operations | 27,061 | 8,717 | 47,045 | 30,415 |
| Discontinued operations: | | | | |
| Income (loss) from operations and the sale of dealerships | (127) | 361 | (1,092) | (377) |
| Income tax benefit (expense) | 59 | (162) | 426 | 169 |
| Income (loss) from discontinued operations | (68) | 199 | (666) | (208) |
| Net income (loss) | \$ 26,993 | \$ 8,916 | \$ 46,379 | \$ 30,207 |
| Basic earnings (loss) per common share: | | | | |
| Earnings (loss) per share from continuing operations | \$ 0.51 | \$ 0.16 | \$ 0.89 | \$ 0.57 |
| Earnings (loss) per share from discontinued operations | — | 0.01 | (0.01) | — |
| Earnings (loss) per common share | \$ 0.51 | \$ 0.17 | \$ 0.88 | \$ 0.57 |
| Weighted average common shares outstanding | 52,514 | 52,597 | 52,466 | 52,591 |
| Diluted earnings (loss) per common share: | | | | |
| Earnings (loss) per share from continuing operations | \$ 0.51 | \$ 0.16 | \$ 0.89 | \$ 0.57 |
| Earnings (loss) per share from discontinued operations | — | 0.01 | (0.02) | — |
| Earnings (loss) per common share | \$ 0.51 | \$ 0.17 | \$ 0.87 | \$ 0.57 |
| Weighted average common shares outstanding | 52,930 | 52,942 | 52,938 | 52,937 |
| Dividends declared per common share | \$ 0.025 | \$ 0.025 | \$ 0.05 | \$ 0.05 |

See notes to Unaudited Condensed Consolidated Financial Statements.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

| | <u>Second Quarter Ended June 30,</u> | | <u>Six Months Ended June 30,</u> | |
|---|--------------------------------------|------------------|----------------------------------|------------------|
| | <u>2014</u> | <u>2013</u> | <u>2014</u> | <u>2013</u> |
| | (Dollars in thousands) | | | |
| Net income (loss) | \$ 26,993 | \$ 8,916 | \$ 46,379 | \$ 30,207 |
| Other comprehensive income (loss) before taxes: | | | | |
| Change in fair value of interest rate swap agreements | (487) | 10,146 | 1,186 | 13,027 |
| Provision for income tax benefit (expense) related to components of other comprehensive income (loss) | 185 | (3,856) | (451) | (4,950) |
| Other comprehensive income (loss) | (302) | 6,290 | 735 | 8,077 |
| Comprehensive income (loss) | <u>\$ 26,691</u> | <u>\$ 15,206</u> | <u>\$ 47,114</u> | <u>\$ 38,284</u> |

See notes to Unaudited Condensed Consolidated Financial Statements.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS

| | June 30, 2014 | December 31, 2013 |
|---|------------------------|---------------------|
| | (Dollars in thousands) | |
| ASSETS | | |
| Current Assets: | | |
| Cash and cash equivalents | \$ 2,999 | \$ 3,016 |
| Receivables, net | 293,443 | 354,138 |
| Inventories | 1,302,059 | 1,282,138 |
| Assets held for sale | 28,351 | 4,101 |
| Other current assets | 125,747 | 88,792 |
| Total current assets | 1,752,599 | 1,732,185 |
| Property and Equipment, net | 712,654 | 702,011 |
| Goodwill | 469,949 | 476,315 |
| Other Intangible Assets, net | 81,654 | 87,866 |
| Other Assets | 53,704 | 52,793 |
| Total Assets | <u>\$ 3,070,560</u> | <u>\$ 3,051,170</u> |
| LIABILITIES AND STOCKHOLDERS' EQUITY | | |
| Current Liabilities: | | |
| Notes payable - floor plan - trade | \$ 692,485 | \$ 681,030 |
| Notes payable - floor plan - non-trade | 515,033 | 570,661 |
| Trade accounts payable | 110,452 | 126,025 |
| Accrued interest | 12,299 | 12,653 |
| Other accrued liabilities | 173,535 | 185,951 |
| Liabilities associated with assets held for sale - trade | 11,641 | — |
| Current maturities of long-term debt | 20,358 | 18,216 |
| Total current liabilities | 1,535,803 | 1,594,536 |
| Long-Term Debt | 760,527 | 730,157 |
| Other Long-Term Liabilities | 76,276 | 81,286 |
| Deferred Income Taxes | 43,949 | 31,552 |
| Commitments and Contingencies | | |
| Stockholders' Equity: | | |
| Class A convertible preferred stock, none issued | — | — |
| Class A common stock, \$0.01 par value; 100,000,000 shares authorized; 62,005,303 shares issued and 40,606,910 shares outstanding at June 30, 2014; 61,584,248 shares issued and 40,683,984 shares outstanding at December 31, 2013 | 620 | 616 |
| Class B common stock; \$0.01 par value; 30,000,000 shares authorized; 12,029,375 shares issued and outstanding at June 30, 2014 and December 31, 2013 | 121 | 121 |
| Paid-in capital | 692,818 | 685,782 |
| Retained earnings | 328,114 | 284,368 |
| Accumulated other comprehensive income (loss) | (7,847) | (8,582) |
| Treasury stock, at cost; 21,398,393 Class A shares held at June 30, 2014 and 20,900,264 Class A shares held at December 31, 2013 | (359,821) | (348,666) |
| Total stockholders' equity | 654,005 | 613,639 |
| Total Liabilities and Stockholders' Equity | <u>\$ 3,070,560</u> | <u>\$ 3,051,170</u> |

See notes to Unaudited Condensed Consolidated Financial Statements.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

| | Class A Common Stock | | Class A Treasury Stock | | Class B Common Stock | | Paid-In Capital | Retained Earnings | Accumulated Other Comprehensive Income (Loss) | Total Stockholders' Equity |
|--|-----------------------------------|---------------|---------------------------|--------------------|-------------------------|---------------|--------------------|----------------------|--|----------------------------------|
| | Shares | Amount | Shares | Amount | Shares | Amount | | | | |
| | (Dollars and shares in thousands) | | | | | | | | | |
| Balance at December 31, 2013 | 61,584 | \$ 616 | (20,900) | \$(348,666) | 12,029 | \$ 121 | \$685,782 | \$284,368 | \$ (8,582) | \$ 613,639 |
| Shares awarded under stock compensation plans | 401 | 4 | — | — | — | — | 2,523 | — | — | 2,527 |
| Purchases of treasury stock | — | — | (498) | (11,155) | — | — | — | — | — | (11,155) |
| Income tax benefit associated with stock compensation plans | — | — | — | — | — | — | 332 | — | — | 332 |
| Fair value of interest rate swap agreements, net of tax expense of \$451 | — | — | — | — | — | — | — | — | 735 | 735 |
| Restricted stock amortization | — | — | — | — | — | — | 4,181 | — | — | 4,181 |
| Other | 20 | — | — | — | — | — | — | — | — | — |
| Net income (loss) | — | — | — | — | — | — | — | 46,379 | — | 46,379 |
| Dividends (\$0.05 per share) | — | — | — | — | — | — | — | (2,633) | — | (2,633) |
| Balance at June 30, 2014 | <u>62,005</u> | <u>\$ 620</u> | <u>(21,398)</u> | <u>\$(359,821)</u> | <u>12,029</u> | <u>\$ 121</u> | <u>\$692,818</u> | <u>\$328,114</u> | <u>\$ (7,847)</u> | <u>\$ 654,005</u> |

See notes to Unaudited Condensed Consolidated Financial Statements.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

| | Six Months Ended June 30, | |
|---|----------------------------------|-----------------|
| | 2014 | 2013 |
| | (Dollars in thousands) | |
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Net income (loss) | \$ 46,379 | \$ 30,207 |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: | | |
| Depreciation and amortization of property, plant and equipment | 28,809 | 25,275 |
| Provision for bad debt expense | 191 | 66 |
| Other amortization | 780 | 780 |
| Debt issuance cost amortization | 1,144 | 1,527 |
| Debt discount amortization, net of premium amortization | 29 | (60) |
| Stock - based compensation expense | 4,181 | 3,256 |
| Deferred income taxes | 14,198 | 9,394 |
| Equity interest in earnings of investee | (141) | (203) |
| Asset impairment charges | 7 | 51 |
| Loss (gain) on disposal of dealerships and property and equipment | (8,193) | 278 |
| Loss on exit of leased dealerships | 624 | 1,605 |
| (Gain) loss on retirement of debt | — | 28,235 |
| Changes in assets and liabilities that relate to operations: | | |
| Receivables | 63,214 | 57,671 |
| Inventories | (44,708) | (71,772) |
| Other assets | (41,474) | (5,181) |
| Notes payable - floor plan - trade | 23,096 | 12,132 |
| Trade accounts payable and other liabilities | (34,496) | (62,935) |
| Total adjustments | <u>7,261</u> | <u>119</u> |
| Net cash provided by (used in) operating activities | <u>53,640</u> | <u>30,326</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Purchase of businesses, net of cash acquired | (2,573) | — |
| Purchases of land, property and equipment | (48,586) | (89,147) |
| Proceeds from sales of property and equipment | 3,954 | 257 |
| Proceeds from sales of dealerships | 27,235 | — |
| Distributions from equity investee | 400 | 500 |
| Net cash provided by (used in) investing activities | <u>(19,570)</u> | <u>(88,390)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Net (repayments) borrowings on notes payable - floor plan - non-trade | (55,628) | (2,574) |
| Borrowings on revolving credit facilities | 59,429 | 83,783 |
| Repayments on revolving credit facilities | (59,429) | (89,959) |
| Proceeds from issuance of long-term debt | 40,421 | 325,760 |
| Debt issuance costs | — | (5,157) |
| Principal payments on long-term debt | (7,937) | (6,471) |
| Repurchase of debt securities | — | (233,566) |
| Purchases of treasury stock | (11,155) | (14,161) |
| Income tax benefit (expense) associated with stock compensation plans | 332 | 562 |
| Issuance of shares under stock compensation plans | 2,527 | 1,018 |
| Dividends paid | (2,647) | (1,352) |
| Net cash provided by (used in) financing activities | <u>(34,087)</u> | <u>57,883</u> |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | (17) | (181) |
| CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | <u>3,016</u> | <u>3,371</u> |
| CASH AND CASH EQUIVALENTS, END OF PERIOD | <u>\$ 2,999</u> | <u>\$ 3,190</u> |
| SUPPLEMENTAL SCHEDULE OF NON-CASH FINANCING ACTIVITIES: | | |
| Change in fair value of cash flow hedging instruments (net of tax expense of \$451 and \$4,950 in the six-month periods ended June 30, 2014 and 2013, respectively) | \$ 735 | \$ 8,077 |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | | |
| Cash paid (received) during the period for: | | |
| Interest, including amount capitalized | \$ 36,804 | \$ 43,444 |
| Income taxes | \$ 23,708 | \$ 28,305 |

See notes to Unaudited Condensed Consolidated Financial Statements.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

Basis of Presentation – The accompanying Unaudited Condensed Consolidated Financial Statements of Sonic Automotive, Inc. and its wholly-owned subsidiaries (“Sonic,” the “Company,” “we,” “us” and “our”) for the second quarter and six-month periods ended June 30, 2014 and 2013, have been prepared in accordance with United States generally accepted accounting principles (“U.S. GAAP”) for interim financial information and applicable rules and regulations of the Securities and Exchange Commission (“SEC”). These Unaudited Condensed Consolidated Financial Statements reflect, in the opinion of management, all material normal recurring adjustments necessary to fairly state the financial position, results of operations and cash flows for the periods presented. The results for interim periods are not necessarily indicative of the results to be expected for the entire fiscal year or future interim periods, because the first quarter normally contributes less operating profit than the second, third and fourth quarters. These interim financial statements should be read in conjunction with the audited Consolidated Financial Statements included in Sonic’s Annual Report on Form 10-K for the year ended December 31, 2013.

Recent Accounting Pronouncements – In April 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) 2014-08, which amended the definition of and the reporting requirements for discontinued operations. The amendments in this ASU require that a disposal represents a strategic shift that has (or will have) a major effect on an entity’s operations and financial position in order to qualify as a discontinued operation. The ASU also requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This ASU is effective for interim and annual filings beginning with the quarter ending March 31, 2015. Early adoption is permitted, and Sonic elected to adopt and apply the guidance beginning with its Form 10-Q for the period ended June 30, 2014. The adoption of this ASU will impact the presentation of certain items in Sonic’s consolidated financial position, results of operations and other disclosures.

In May 2014, the FASB issued ASU 2014-09 related to revenue recognition. This ASU provides a five-step analysis to use in determining the timing and method of revenue recognition. The amendments in this ASU are effective for fiscal years, and interim periods within those years, beginning after December 15, 2016 (early adoption is not permitted). Sonic does not expect this ASU to have a significant impact on its consolidated financial position, results of operations or cash flows.

Principles of Consolidation – All of Sonic’s dealership and non-dealership subsidiaries are wholly owned and consolidated in the accompanying Unaudited Condensed Consolidated Financial Statements, except for one fifty-percent owned dealership that is accounted for under the equity method. All material intercompany balances and transactions have been eliminated in the accompanying Unaudited Condensed Consolidated Financial Statements.

Lease Exit Accruals – Lease exit accruals relate to facilities Sonic has ceased using in its operations. The accruals represent the present value of the lease payments, net of estimated or actual sublease proceeds, for the remaining life of the operating leases and other accruals necessary to satisfy the lease commitment to the landlord. These situations could include the relocation of an existing facility or the sale of a dealership whereby the buyer will not be subleasing the property for either the remaining term of the lease or for an amount of rent equal to Sonic’s obligation under the lease. Please see Note 12, “Commitments and Contingencies,” of the Notes to Consolidated Financial Statements in Sonic’s Annual Report on Form 10-K for the year ended December 31, 2013 for further discussion.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

A summary of the activity of these operating lease exit accruals consists of the following:

| | (In thousands) |
|----------------------------|-----------------------|
| Balance, December 31, 2013 | \$ 27,234 |
| Lease exit expense (1) | 624 |
| Payments (2) | (3,874) |
| Lease buyout (3) | (1,556) |
| Balance, June 30, 2014 | <u>\$ 22,428</u> |

- (1) Expense of approximately \$0.1 million is recorded in interest expense, other, net, approximately \$0.1 million is recorded in selling, general and administrative expenses, and approximately \$0.4 million is recorded in income (loss) from operations and the sale of dealerships in the accompanying Unaudited Condensed Consolidated Statements of Income.
- (2) Amount is recorded as an offset to rent expense in selling, general and administrative expenses, with approximately \$0.5 million in continuing operations and \$3.4 million in income (loss) from operations and the sale of dealerships in the accompanying Unaudited Condensed Consolidated Statements of Income.
- (3) Amount represents write-off of accrual related to an early lease buyout agreement which was completed and paid, relieving Sonic of any future lease obligation.

Income Tax Expense – The overall effective tax rate from continuing operations was 39.7% and 39.0% for the second quarter and six-month periods ended June 30, 2014, respectively, and was 39.0% for both the second quarter and six-month periods ended June 30, 2013. Sonic expects the effective tax rate for continuing operations in future periods to fall within a range of 38.0% to 40.0%.

2. Business Acquisitions and Dispositions

Acquisitions – Sonic acquired one luxury franchise during the six-month period ended June 30, 2014 for an aggregate purchase price of approximately \$2.6 million. The balance sheet as of June 30, 2014 includes preliminary allocations of the purchase price of the acquired assets and liabilities based on their estimated fair market values at the date of acquisition and are subject to final adjustment.

Dispositions – As discussed in Note 1, “Summary of Significant Accounting Policies,” the FASB issued ASU 2014-08 which amended the definition of and reporting requirements for discontinued operations. Sonic elected to adopt and apply this guidance beginning with this Form 10-Q for the period ended June 30, 2014. The results of operations for those dealerships that were classified as discontinued operations as of March 31, 2014 are included in the accompanying Unaudited Condensed Consolidated Statements of Income and will continue to be reported within discontinued operations in the future. There were no unsold dealerships classified in discontinued operations at March 31, 2014. Revenues and other activities associated with dealerships classified as discontinued operations were as follows:

| | Second Quarter Ended June 30, | | Six Months Ended June 30, | |
|--|--------------------------------------|---------------|----------------------------------|-----------------|
| | 2014 | 2013 | 2014 | 2013 |
| | (In thousands) | | | |
| Income (loss) from operations | \$ (181) | \$ 1,400 | \$ (770) | \$ 1,366 |
| Gain (loss) on disposal | 97 | (341) | 53 | (378) |
| Lease exit accrual adjustments and charges | (43) | (698) | (375) | (1,365) |
| Pre-tax income (loss) | <u>\$ (127)</u> | <u>\$ 361</u> | <u>\$ (1,092)</u> | <u>\$ (377)</u> |
| Total revenues | <u>\$ —</u> | <u>\$ —</u> | <u>\$ —</u> | <u>\$ —</u> |

Beginning with disposals occurring during the second quarter ended June 30, 2014, only the operating results of disposals that represent a strategic shift that has (or will have) a major impact on Sonic’s results of operations and financial position will be included in the income (loss) from discontinued operations in the accompanying Unaudited Condensed Consolidated Statements of Income. Sonic disposed of two franchises during the quarter ended June 30, 2014 and disposed of three franchises during the six-month period ended June 30, 2014. These disposals generated net cash from disposition of approximately \$13.3 million and \$15.2 million, respectively.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Revenues and other activities associated with disposed dealerships that remain in continuing operations were as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Six Months Ended June 30,</u> | |
|-------------------------------|--------------------------------------|-----------------|----------------------------------|-------------------|
| | <u>2014</u> | <u>2013</u> | <u>2014</u> | <u>2013</u> |
| | (In thousands) | | | |
| Income (loss) from operations | \$ (61) | \$ (467) | \$ (507) | \$ (1,175) |
| Gain (loss) on disposal | 7,260 | — | 7,624 | — |
| Pre-tax income (loss) | <u>\$ 7,199</u> | <u>\$ (467)</u> | <u>\$ 7,117</u> | <u>\$ (1,175)</u> |
| Total revenues | \$ 21,870 | \$ 23,628 | \$ 42,485 | \$ 49,612 |

In the ordinary course of business, Sonic evaluates its dealership franchises for possible disposition based on various performance criteria, and the disposals during the six-month period ended June 30, 2014 represent dealerships identified based on their unprofitable operations and other operational considerations. As of June 30, 2014, Sonic had two dealerships classified as held for sale. Sonic anticipates disposal of these dealerships to occur within the next twelve months and deems it unlikely that significant changes to the plan to sell these stores will be made. In the future, Sonic may also sell other franchises that are not currently held for sale.

The major classes of assets and liabilities classified as held for sale for all periods presented in the statement of financial position are as follows:

| | <u>June 30, 2014</u> | <u>December 31, 2013</u> |
|--|----------------------|--------------------------|
| | (In thousands) | |
| Inventories | \$ 11,820 | \$ — |
| Property and equipment, net (1) | 8,499 | 4,101 |
| Goodwill | 3,432 | — |
| Other intangible assets, net | 4,600 | — |
| Assets held for sale | <u>\$ 28,351</u> | <u>\$ 4,101</u> |
| Liabilities associated with assets held for sale - trade | \$ 11,641 | \$ — |

- (1) June 30, 2014 includes approximately \$0.3 million related to franchises classified as held for sale, and approximately \$8.2 million related to real estate not being used in operations. December 31, 2013 includes approximately \$4.1 million related to real estate not being used in operations.

3. Inventories

Inventories consist of the following:

| | <u>June 30, 2014</u> | <u>December 31, 2013</u> |
|---|----------------------|--------------------------|
| | (In thousands) | |
| New vehicles | \$ 943,825 | \$ 938,263 |
| Used vehicles | 193,223 | 171,909 |
| Service loaners | 112,076 | 108,136 |
| Parts, accessories and other | 64,755 | 63,830 |
| Subtotal | <u>\$ 1,313,879</u> | <u>\$ 1,282,138</u> |
| Less inventories classified as assets held for sale | (11,820) | — |
| Net inventories | <u>\$ 1,302,059</u> | <u>\$ 1,282,138</u> |

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

4. Property and Equipment

Property and equipment, net consists of the following:

| | June 30, 2014 | December 31, 2013 |
|-------------------------------|-------------------|-------------------|
| | (In thousands) | |
| Land | \$ 205,032 | \$ 194,639 |
| Building and improvements | 574,605 | 569,619 |
| Office equipment and fixtures | 138,068 | 135,221 |
| Parts and service equipment | 73,576 | 70,950 |
| Company vehicles | 8,249 | 8,002 |
| Construction in progress | 46,309 | 27,716 |
| Total, at cost | 1,045,839 | 1,006,147 |
| Less accumulated depreciation | (324,686) | (300,035) |
| Subtotal | 721,153 | 706,112 |
| Less assets held for sale | (8,499) | (4,101) |
| Property and equipment, net | <u>\$ 712,654</u> | <u>\$ 702,011</u> |

In the second quarter and six-month periods ended June 30, 2014, capital expenditures were approximately \$27.0 million and \$48.6 million, respectively, and in the second quarter and six-month periods ended June 30, 2013, capital expenditures were approximately \$29.8 million and \$89.1 million, respectively. Capital expenditures in both periods were primarily related to real estate acquisitions, construction of new dealerships, building improvements and equipment purchased for use in Sonic's dealerships.

5. Goodwill and Intangible Assets

| | Franchise Assets | Net Goodwill |
|---|---------------------|---------------------|
| | (In thousands) | |
| Balance, December 31, 2013 | 79,535 | 476,315(1) |
| Additions through current year acquisitions | — | 1,256 |
| Prior year acquisition allocations | — | (3) |
| Reclassifications to assets held for sale | (4,600) | (3,432) |
| Reductions from dispositions | (834) | (4,187) |
| Balance, June 30, 2014 | <u>\$ 74,101</u> | <u>\$469,949(1)</u> |

(1) Net of accumulated impairment losses of \$796,725.

At December 31, 2013, Sonic had approximately \$8.3 million of definite life intangibles related to favorable lease agreements. After the effect of amortization of the definite life intangibles, the balance recorded at June 30, 2014 was approximately \$7.6 million and is included in other intangible assets, net, in the accompanying Unaudited Condensed Consolidated Balance Sheets. Additions through current year acquisition are preliminary allocations subject to change upon the finalization of purchase accounting.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

6. Long-Term Debt

Long-term debt consists of the following:

| | June 30, 2014 | December 31, 2013 |
|---|-------------------|-------------------|
| | (In thousands) | |
| 2011 Revolving Credit Facility (1) | \$ — | \$ — |
| 7.0% Senior Subordinated Notes due 2022 (the “7.0% Notes”) | 200,000 | 200,000 |
| 5.0% Senior Subordinated Notes due 2023 (the “5.0% Notes”) | 300,000 | 300,000 |
| Notes payable to a finance company bearing interest from 9.52% to 10.52% (with a weighted average of 10.19%) | 6,039 | 7,629 |
| Mortgage notes to finance companies-fixed rate, bearing interest from 3.51% to 7.03% | 153,992 | 157,571 |
| Mortgage notes to finance companies-variable rate, bearing interest at 1.25 to 3.50 percentage points above one-month LIBOR | 117,609 | 79,893 |
| Net debt discount and premium (2) | (1,799) | (1,800) |
| Other | 5,044 | 5,080 |
| Total debt | \$ 780,885 | \$ 748,373 |
| Less current maturities | (20,358) | (18,216) |
| Long-term debt | \$ 760,527 | \$ 730,157 |

- (1) The interest rate on the revolving credit facility was 2.25% above LIBOR at June 30, 2014 and 2.00% above LIBOR at December 31, 2013.
- (2) June 30, 2014 includes \$1.5 million discount associated with the 7.0% Notes, \$0.2 million premium associated with notes payable to a finance company and \$0.5 million discount associated with mortgage notes payable. December 31, 2013 includes \$1.6 million discount associated with the 7.0% Notes, \$0.4 million premium associated with the notes payable to a finance company and \$0.6 million discount associated with mortgage notes payable.

2011 Credit Facilities

Sonic has a syndicated revolving credit agreement (the “2011 Revolving Credit Facility”) and syndicated new and used vehicle floor plan credit facilities (the “2011 Floor Plan Facilities”) and, together with the 2011 Revolving Credit Facility, the “2011 Credit Facilities”), which were scheduled to mature on August 15, 2016. On July 23, 2014, Sonic entered into an amendment to the 2011 Credit Facilities, which among other things, extended the maturity to August 15, 2019. See Note 11, “Subsequent Events,” to the accompanying Unaudited Condensed Consolidated Financial Statements for additional information. The following discussion is based on the terms of the 2011 Credit Facilities in effect as of June 30, 2014, prior to the amendment.

Availability under the 2011 Revolving Credit Facility is calculated as the lesser of \$175.0 million or a borrowing base calculated based on certain eligible assets, less the aggregate face amount of any outstanding letters of credit under the 2011 Revolving Credit Facility (the “2011 Revolving Borrowing Base”). The 2011 Revolving Credit Facility may be increased at Sonic’s option up to \$225.0 million upon satisfaction of certain conditions.

Based on balances as of June 30, 2014, the 2011 Revolving Borrowing Base was approximately \$146.5 million. Sonic had no outstanding borrowings as of June 30, 2014 and \$29.2 million in outstanding letters of credit under the 2011 Revolving Credit Facility, resulting in total borrowing availability of \$117.3 million under the 2011 Revolving Credit Facility.

The 2011 Floor Plan Facilities are comprised of a new vehicle revolving floor plan facility (the “2011 New Vehicle Floor Plan Facility”) and a used vehicle revolving floor plan facility (the “2011 Used Vehicle Floor Plan Facility”), subject to a borrowing base, in a combined amount up to \$605.0 million. Sonic may, under certain conditions, request an increase in the 2011 Floor Plan Facilities of up to \$175.0 million, which shall be allocated between the 2011 New Vehicle Floor Plan Facility and the 2011 Used Vehicle Floor Plan Facility as Sonic requests, with no more than 15% of the aggregate commitments allocated to the commitments under the 2011 Used Vehicle Floor Plan Facility. Outstanding obligations under the 2011 Floor Plan Facilities are guaranteed by Sonic and certain of its subsidiaries and are secured by a pledge of substantially all of the assets of Sonic and its subsidiaries. The amounts outstanding under the 2011 Credit Facilities bear interest at variable rates based on specified percentages above LIBOR.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

7.0% Senior Subordinated Notes

On July 2, 2012, Sonic issued \$200.0 million in aggregate principal amount of unsecured senior subordinated 7.0% Notes which mature on July 15, 2022. The 7.0% Notes were issued at a price of 99.11% of the principal amount thereof, resulting in a yield to maturity of 7.125%. Interest is payable semi-annually in arrears on January 15 and July 15 of each year. Sonic may redeem the 7.0% Notes in whole or in part at any time after July 15, 2017 at the following redemption prices, which are expressed as percentages of the principal amount:

| | Redemption Price |
|---|-----------------------------|
| Beginning on July 15, 2017 | 103.500% |
| Beginning on July 15, 2018 | 102.333% |
| Beginning on July 15, 2019 | 101.167% |
| Beginning on July 15, 2020 and thereafter | 100.000% |

In addition, on or before July 15, 2015, Sonic may redeem up to 35% of the aggregate principal amount of the 7.0% Notes at 107% of the par value of the 7.0% Notes plus accrued and unpaid interest with proceeds from certain equity offerings. The indenture also provides that holders of the 7.0% Notes may require Sonic to repurchase the 7.0% Notes at 101% of the par value of the 7.0% Notes, plus accrued and unpaid interest, if Sonic undergoes a Change of Control (as defined in the indenture).

The indenture governing the 7.0% Notes contains certain specified restrictive covenants. Sonic has agreed not to pledge any assets to any third party lender of senior subordinated debt except under certain limited circumstances. Sonic also has agreed to certain other limitations or prohibitions concerning the incurrence of other indebtedness, guarantees, liens, certain types of investments, certain transactions with affiliates, mergers, consolidations, issuance of preferred stock, cash dividends to stockholders, distributions, redemptions and the sale, assignment, lease, conveyance or disposal of certain assets. Specifically, the indenture governing Sonic's 7.0% Notes limits Sonic's ability to pay quarterly cash dividends on Sonic's Class A and B Common Stock in excess of \$0.10 per share. Sonic may only pay quarterly cash dividends on Sonic's Class A and B Common Stock if Sonic complies with the terms of the indenture governing the 7.0% Notes. Sonic was in compliance with all restrictive covenants as of June 30, 2014.

Balances outstanding under Sonic's 7.0% Notes are guaranteed by all of Sonic's operating domestic subsidiaries. These guarantees are full and unconditional and joint and several. The parent company has no independent assets or operations. The non-domestic and non-operating subsidiaries that are not guarantors are considered to be minor.

Sonic's obligations under the 7.0% Notes may be accelerated by the holders of 25% of the outstanding principal amount of the 7.0% Notes then outstanding if certain events of default occur, including: (1) defaults in the payment of principal or interest when due; (2) defaults in the performance, or breach, of Sonic's covenants under the 7.0% Notes; and (3) certain defaults under other agreements under which Sonic or its subsidiaries have outstanding indebtedness in excess of \$35.0 million.

5.0% Senior Subordinated Notes

On May 9, 2013, Sonic issued \$300.0 million in aggregate principal amount of unsecured senior subordinated 5.0% Notes which mature on May 15, 2023. The 5.0% Notes were issued at 100.0% of the principal amount thereof. Interest is payable semi-annually in arrears on May 15 and November 15 of each year. Sonic may redeem the 5.0% Notes in whole or in part at any time after May 15, 2018 at the following redemption prices, which are expressed as percentages of the principal amount:

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

| | Redemption Price |
|--|-----------------------------|
| Beginning on May 15, 2018 | 102.500% |
| Beginning on May 15, 2019 | 101.667% |
| Beginning on May 15, 2020 | 100.833% |
| Beginning on May 15, 2021 and thereafter | 100.000% |

In addition, on or before May 15, 2016, Sonic may redeem up to 35% of the aggregate principal amount of the 5.0% Notes at 105% of the par value of the 5.0% Notes plus accrued and unpaid interest with proceeds from certain equity offerings. On or before May 15, 2018, Sonic may redeem all or a part of the aggregate principal amount of the 5.0% Notes at a redemption price equal to 100% of the principal amount of the 5.0% Notes redeemed plus an applicable premium (as defined in the Indenture) and any accrued and unpaid interest as of the redemption date. The indenture also provides that holders of the 5.0% Notes may require Sonic to repurchase the 5.0% Notes at 101% of the par value of the 5.0% Notes, plus accrued and unpaid interest, if Sonic undergoes a Change of Control, as defined in the indenture.

The indenture governing the 5.0% Notes contains certain specified restrictive covenants. Sonic has agreed not to pledge any assets to any third party lender of senior subordinated debt except under certain limited circumstances. Sonic also has agreed to certain other limitations or prohibitions concerning the incurrence of other indebtedness, guarantees, liens, certain types of investments, certain transactions with affiliates, mergers, consolidations, issuance of preferred stock, cash dividends to stockholders, distributions, redemptions and the sale, assignment, lease, conveyance or disposal of certain assets. Specifically, the indenture governing Sonic's 5.0% Notes limits Sonic's ability to pay quarterly cash dividends on Sonic's Class A and B Common Stock in excess of \$0.10 per share. Sonic may only pay quarterly cash dividends on Sonic's Class A and B Common Stock if Sonic complies with the terms of the indenture governing the 5.0% Notes. Sonic was in compliance with all restrictive covenants as of June 30, 2014.

Balances outstanding under Sonic's 5.0% Notes are guaranteed by all of Sonic's operating domestic subsidiaries. These guarantees are full and unconditional and joint and several. The parent company has no independent assets or operations. The non-domestic and non-operating subsidiaries that are not guarantors are considered to be minor.

Sonic's obligations under the 5.0% Notes may be accelerated by the holders of 25% of the outstanding principal amount of the 5.0% Notes then outstanding if certain events of default occur, including: (1) defaults in the payment of principal or interest when due; (2) defaults in the performance, or breach, of Sonic's covenants under the 5.0% Notes; and (3) certain defaults under other agreements under which Sonic or its subsidiaries have outstanding indebtedness in excess of \$50.0 million.

Notes Payable to a Finance Company

Three notes payable (due October 2015 and August 2016) were assumed in connection with an acquisition in 2004 (the "Assumed Notes"). Sonic recorded the Assumed Notes at fair value using an interest rate of 5.35%. The interest rate used to calculate the fair value was based on a quoted market price for notes with similar terms as of the date of assumption. As a result of calculating the fair value, a premium of \$7.3 million was recorded that will be amortized over the lives of the Assumed Notes. At June 30, 2014, the outstanding principal balance on the Assumed Notes was approximately \$6.0 million with a remaining unamortized premium balance of approximately \$0.2 million.

Mortgage Notes

At June 30, 2014, Sonic had mortgage financing totaling approximately \$271.6 million, related to 29 of its dealership properties. These mortgage notes require monthly payments of principal and interest through their respective maturities and are secured by the underlying properties. Maturity dates range between 2014 and 2033. The weighted average interest rate was 3.78% at June 30, 2014.

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Covenants

Sonic was in compliance with the covenants under the 2011 Credit Facilities as of June 30, 2014. Financial covenants include required specified ratios (as each is defined in the 2011 Credit Facilities) of:

| | Covenant | | |
|----------------------|---|---|---|
| | Minimum Consolidated Liquidity Ratio | Minimum Consolidated Fixed Charge Coverage Ratio | Maximum Consolidated Total Lease Adjusted Leverage Ratio |
| Required ratio | 1.05 | 1.20 | 5.50 |
| June 30, 2014 actual | 1.21 | 1.82 | 4.14 |

The 2011 Credit Facilities contain events of default, including cross-defaults to other material indebtedness, change of control events and events of default customary for syndicated commercial credit facilities. Upon the future occurrence of an event of default, Sonic could be required to immediately repay all outstanding amounts under the 2011 Credit Facilities.

In addition, many of Sonic's facility leases are governed by a guarantee agreement between the landlord and Sonic that contains financial and operating covenants. The financial covenants are identical to those under the 2011 Credit Facilities with the exception of one financial covenant related to the ratio of EBTDAR to Rent (as defined in the lease agreements) with a required ratio of no less than 1.50 to 1.00. As of June 30, 2014, the ratio was 3.51 to 1.00.

Derivative Instruments and Hedging Activities

Sonic has interest rate cash flow swap agreements to effectively convert a portion of its LIBOR-based variable rate debt to a fixed rate. The fair value of these swap positions at June 30, 2014 was a net liability of approximately \$14.9 million, with \$10.5 million included in other accrued liabilities and \$5.9 million included in other long-term liabilities, offset partially by an asset of approximately \$1.5 million included in other assets in the accompanying Unaudited Condensed Consolidated Balance Sheets. The fair value of these swap positions at December 31, 2013 was a net liability of approximately \$16.3 million, with \$11.6 million included in other accrued liabilities and \$8.4 million included in other long-term liabilities, offset partially by an asset of approximately \$3.7 million included in other assets in the accompanying Unaudited Condensed Consolidated Balance Sheets.

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Under the terms of these cash flow swaps, Sonic will receive and pay interest based on the following:

| Notional Amount (In millions) | Pay Rate | Receive Rate (1) | Maturing Date |
|----------------------------------|----------|-------------------------|--------------------|
| \$ 2.9 | 7.100% | one-month LIBOR + 1.50% | July 10, 2017 |
| \$ 9.0 | 4.655% | one-month LIBOR | December 10, 2017 |
| \$ 7.6 (2) | 6.860% | one-month LIBOR + 1.25% | August 1, 2017 |
| \$ 100.0 | 3.280% | one-month LIBOR | July 1, 2015 |
| \$ 100.0 | 3.300% | one-month LIBOR | July 1, 2015 |
| \$ 6.5 (2) | 6.410% | one-month LIBOR + 1.25% | September 12, 2017 |
| \$ 50.0 | 2.767% | one-month LIBOR | July 1, 2014 |
| \$ 50.0 | 3.240% | one-month LIBOR | July 1, 2015 |
| \$ 50.0 | 2.610% | one-month LIBOR | July 1, 2014 |
| \$ 50.0 | 3.070% | one-month LIBOR | July 1, 2015 |
| \$ 100.0 (3) | 2.065% | one-month LIBOR | June 30, 2017 |
| \$ 100.0 (3) | 2.015% | one-month LIBOR | June 30, 2017 |
| \$ 200.0 (3) | 0.788% | one-month LIBOR | July 1, 2016 |
| \$ 50.0 (4) | 1.320% | one-month LIBOR | July 1, 2017 |
| \$ 250.0 (5) | 1.887% | one-month LIBOR | June 30, 2018 |
| \$ 25.0 (4) | 2.080% | one-month LIBOR | July 1, 2017 |
| \$ 100.0 (3) | 1.560% | one-month LIBOR | July 1, 2017 |

- (1) The one-month LIBOR rate was 0.152% at June 30, 2014.
- (2) Changes in fair value are recorded through earnings.
- (3) The effective date of these forward-starting swaps is July 1, 2015.
- (4) The effective date of these forward-starting swaps is July 1, 2016.
- (5) The effective date of these forward-starting swaps is July 3, 2017.

During the second quarter ended June 30, 2014, Sonic entered into two forward-starting interest rate cash flow swap agreements with notional amounts of \$25.0 million and \$100.0 million. These swap agreements become effective in July 2016 and July 2015, respectively, and terminate in July 2017. These interest rate swaps have been designated and qualify as cash flow hedges and, as a result, changes in the fair value of these swaps are recorded in other comprehensive income (loss) before taxes in the accompanying Unaudited Condensed Consolidated Statements of Comprehensive Income.

For the interest rate swaps not designated as cash flow hedges (changes in the fair value of these swaps are recognized through earnings) and amortization of amounts in accumulated other comprehensive income (loss) related to terminated cash flow swaps, certain benefits and charges were included in interest expense, other, net, in the accompanying Unaudited Condensed Consolidated Statements of Income. For the second quarter and six-month periods ended June 30, 2014, these items were a benefit of approximately \$0.1 million and \$0.2 million, respectively, and for the second quarter and six-month periods ended June 30, 2013, these items were a benefit of approximately \$0.4 million and \$0.6 million, respectively.

For the cash flow swaps that qualify as cash flow hedges, the changes in the fair value of these swaps have been recorded in other comprehensive income (loss), net of related income taxes, in the accompanying Unaudited Condensed Consolidated Statements of Comprehensive Income and are disclosed in the supplemental schedule of non-cash financing activities in the accompanying Unaudited Condensed Consolidated Statements of Cash Flows. The incremental interest expense (the difference between interest paid and interest received) related to these cash flow swaps was approximately \$3.0 million and \$5.9 million in the second quarter and six-month periods ended June 30, 2014, respectively, and \$2.9 million and \$5.8 million in the second quarter and six-month periods ended June 30, 2013, respectively, and is included in interest expense, other, net, in the accompanying Unaudited Condensed Consolidated Statements of Income and the interest paid amount disclosed in the supplemental disclosures of cash flow information in the accompanying Unaudited Condensed Consolidated Statements of Cash Flows. The estimated net expense expected to be reclassified out of accumulated other comprehensive income (loss) into results of operations during the next twelve months is approximately \$6.5 million.

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7. Per Share Data and Stockholders' Equity

The calculation of diluted earnings per share considers the potential dilutive effect of options and shares under Sonic's stock compensation plans. Certain of Sonic's non-vested restricted stock and restricted stock units contain rights to receive non-forfeitable dividends and, as a result, are considered participating securities and are included in the two-class method of computing earnings per share. The following table illustrates the dilutive effect of such items on earnings per share for the second quarter and six-month periods ended June 30, 2014 and 2013:

| | Second Quarter Ended June 30, 2014 | | | | | | |
|--|--|--|----------------|--|-------------|------------------------|----------------|
| | Weighted Average Shares | Income (Loss) From Continuing Operations | | Income (Loss) From Discontinued Operations | | Net Income (Loss) | |
| | | Per Share Amount | | Per Share Amount | | Per Share Amount | |
| | | Amount | Amount | Amount | Amount | Amount | Amount |
| | (In thousands, except per share amounts) | | | | | | |
| Earnings (loss) and shares | 52,514 | \$27,061 | | \$ (68) | | \$26,993 | |
| Effect of participating securities: | | | | | | | |
| Non-vested restricted stock and restricted stock units | | (87) | | — | | (87) | |
| Basic earnings (loss) and shares | 52,514 | \$26,974 | \$ 0.51 | \$ (68) | \$ — | \$26,906 | \$ 0.51 |
| Effect of dilutive securities: | | | | | | | |
| Stock compensation plans | 416 | | | | | | |
| Diluted earnings (loss) and shares | <u>52,930</u> | <u>\$26,974</u> | <u>\$ 0.51</u> | <u>\$ (68)</u> | <u>\$ —</u> | <u>\$26,906</u> | <u>\$ 0.51</u> |

| | Second Quarter Ended June 30, 2013 | | | | | | |
|--|--|--|----------------|--|----------------|------------------------|----------------|
| | Weighted Average Shares | Income (Loss) From Continuing Operations | | Income (Loss) From Discontinued Operations | | Net Income (Loss) | |
| | | Per Share Amount | | Per Share Amount | | Per Share Amount | |
| | | Amount | Amount | Amount | Amount | Amount | Amount |
| | (In thousands, except per share amounts) | | | | | | |
| Earnings (loss) and shares | 52,597 | \$ 8,717 | | \$ 199 | | \$ 8,916 | |
| Effect of participating securities: | | | | | | | |
| Non-vested restricted stock and restricted stock units | | (63) | | — | | (63) | |
| Basic earnings (loss) and shares | 52,597 | \$ 8,654 | \$ 0.16 | \$ 199 | \$ 0.01 | \$ 8,853 | \$ 0.17 |
| Effect of dilutive securities: | | | | | | | |
| Stock compensation plans | 345 | | | | | | |
| Diluted earnings (loss) and shares | <u>52,942</u> | <u>\$ 8,654</u> | <u>\$ 0.16</u> | <u>\$ 199</u> | <u>\$ 0.01</u> | <u>\$ 8,853</u> | <u>\$ 0.17</u> |

| | Six Months Ended June 30, 2014 | | | | | | |
|--|--|--|----------------|--|------------------|------------------------|----------------|
| | Weighted Average Shares | Income (Loss) From Continuing Operations | | Income (Loss) From Discontinued Operations | | Net Income (Loss) | |
| | | Per Share Amount | | Per Share Amount | | Per Share Amount | |
| | | Amount | Amount | Amount | Amount | Amount | Amount |
| | (In thousands, except per share amounts) | | | | | | |
| Earnings (loss) and shares | 52,466 | \$47,045 | | \$ (666) | | \$46,379 | |
| Effect of participating securities: | | | | | | | |
| Non-vested restricted stock and restricted stock units | | (151) | | — | | (151) | |
| Basic earnings (loss) and shares | 52,466 | \$46,894 | \$ 0.89 | \$ (666) | \$ (0.01) | \$46,228 | \$ 0.88 |
| Effect of dilutive securities: | | | | | | | |
| Stock compensation plans | 472 | | | | | | |
| Diluted earnings (loss) and shares | <u>52,938</u> | <u>\$46,894</u> | <u>\$ 0.89</u> | <u>\$ (666)</u> | <u>\$ (0.02)</u> | <u>\$46,228</u> | <u>\$ 0.87</u> |

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
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| | Six Months Ended June 30, 2013 | | | | | | |
|--|--------------------------------|--|------------------------|--|------------------------|-------------------|------------------------|
| | Weighted Average Shares | Income (Loss) From Continuing Operations | | Income (Loss) From Discontinued Operations | | Net Income (Loss) | |
| | | Amount | Per Share Amount | Amount | Per Share Amount | Amount | Per Share Amount |
| | | | | | | | |
| Earnings (loss) and shares | 52,591 | \$30,415 | | \$ (208) | | \$30,207 | |
| Effect of participating securities: | | | | | | | |
| Non-vested restricted stock and restricted stock units | | (229) | | — | | (229) | |
| Basic earnings (loss) and shares | 52,591 | \$30,186 | \$ 0.57 | \$ (208) | \$ — | \$29,978 | \$ 0.57 |
| Effect of dilutive securities: | | | | | | | |
| Stock compensation plans | 346 | | | | | | |
| Diluted earnings (loss) and shares | <u>52,937</u> | <u>\$30,186</u> | <u>\$ 0.57</u> | <u>\$ (208)</u> | <u>\$ —</u> | <u>\$29,978</u> | <u>\$ 0.57</u> |

In addition to the stock options included in the table above, options to purchase approximately 0.4 million shares and 0.9 million shares of Class A Common Stock were outstanding at June 30, 2014 and 2013, respectively, but were not included in the computation of diluted earnings per share because the options were not dilutive.

8. Contingencies

Legal and Other Proceedings

Sonic is involved, and expects to continue to be involved, in numerous legal and administrative proceedings arising out of the conduct of its business, including regulatory investigations and private civil actions brought by plaintiffs purporting to represent a potential class or for which a class has been certified. Although Sonic vigorously defends itself in all legal and administrative proceedings, the outcomes of pending and future proceedings arising out of the conduct of Sonic's business, including litigation with customers, employment related lawsuits, contractual disputes, class actions, purported class actions and actions brought by governmental authorities, cannot be predicted with certainty. An unfavorable resolution of one or more of these matters could have a material adverse effect on Sonic's business, financial condition, results of operations, cash flows or prospects.

Included in other accrued liabilities and other long-term liabilities was approximately \$1.3 million and \$0.3 million, respectively, at June 30, 2014, and approximately \$0.3 million and \$0.9 million, respectively, at December 31, 2013, in reserves that Sonic was holding for pending proceedings. Except as reflected in such reserves, Sonic is currently unable to estimate a range of reasonably possible loss, or a range of reasonably possible loss in excess of the amount accrued, for pending proceedings.

Guarantees and Indemnification Obligations

In accordance with the terms of Sonic's operating lease agreements, Sonic's dealership subsidiaries, acting as lessees, generally agree to indemnify the lessor from certain exposure arising as a result of the use of the leased premises, including environmental exposure and repairs to leased property upon termination of the lease. In addition, Sonic has generally agreed to indemnify the lessor in the event of a breach of the lease by the lessee.

In connection with dealership dispositions, certain of Sonic's dealership subsidiaries have assigned or sublet to the buyer their interests in real property leases associated with such dealerships. In general, the subsidiaries retain responsibility for the performance of certain obligations under such leases, including rent payments, and repairs to leased property upon termination of the lease, to the extent that the assignee or sub-lessee does not perform. In the event the sub-lessees do not perform under their obligations Sonic remains liable for the lease payments. Please see Note 12, "Commitments and Contingencies," of the Notes to Consolidated Financial Statements in Sonic's Annual Report on Form 10-K for the year ended December 31, 2013 for further discussion.

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In accordance with the terms of agreements entered into for the sale of Sonic's franchises, Sonic generally agrees to indemnify the buyer from certain exposure and costs arising subsequent to the date of sale, including environmental exposure and exposure resulting from the breach of representations or warranties made in accordance with the agreement. While Sonic's exposure with respect to environmental remediation and repairs is difficult to quantify, Sonic's maximum exposure associated with these general indemnifications was approximately \$16.8 million and \$14.0 million at June 30, 2014 and December 31, 2013, respectively. These indemnifications expire within a period of one to two years following the date of sale. The estimated fair value of these indemnifications was not material and the amount recorded for this contingency was not significant at June 30, 2014. Sonic also guarantees the floor plan commitments of its 50% owned joint venture, the amount of which was approximately \$2.8 million at both June 30, 2014 and December 31, 2013, respectively.

9. Fair Value Measurements

In determining fair value, Sonic uses various valuation approaches including market, income and/or cost approaches. "Fair Value Measurements and Disclosures" in the Accounting Standards Codification ("ASC") establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of Sonic. Unobservable inputs are inputs that reflect Sonic's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1 – Valuations based on quoted prices in active markets for identical assets or liabilities that Sonic has the ability to access. Assets utilizing Level 1 inputs include marketable securities that are actively traded.

Level 2 – Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly. Assets and liabilities utilizing Level 2 inputs include cash flow swap instruments and deferred compensation plan balances.

Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement. Asset and liability measurements utilizing Level 3 inputs include those used in estimating fair value of non-financial assets and non-financial liabilities in purchase acquisitions, those used in assessing impairment of property, plant and equipment and other intangibles and those used in the reporting unit valuation in the annual goodwill impairment evaluation.

The availability of observable inputs can vary and is affected by a wide variety of factors. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment required by Sonic in determining fair value is greatest for assets and liabilities categorized in Level 3. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the level in the fair value hierarchy within which the fair value measurement is disclosed is determined based on the lowest level input (Level 3 being the lowest level) that is significant to the fair value measurement.

Fair value is a market-based measure considered from the perspective of a market participant who holds the asset or owes the liability rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, Sonic's own assumptions are set to reflect those that market participants would use in pricing the asset or liability at the measurement date. Sonic uses inputs that are current as of the measurement date, including during periods when the market may be abnormally high or abnormally low. Accordingly, fair value measurements can be volatile based on various factors that may or may not be within Sonic's control.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Assets and liabilities recorded at fair value in the accompanying Unaudited Condensed Consolidated Balance Sheets as of June 30, 2014 and December 31, 2013 are as follows:

| | Fair Value Based on Significant Other Observable Inputs (Level 2) | |
|---|--|----------------------|
| | June 30, 2014 | December 31, 2013 |
| (In thousands) | | |
| Assets: | | |
| Cash surrender value of life insurance policies (1) | \$27,425 | \$ 25,301 |
| Cash flow swaps designated as hedges (1) | 1,513 | 3,707 |
| Total assets | <u>\$28,938</u> | <u>\$ 29,008</u> |
| Liabilities: | | |
| Cash flow swaps designated as hedges (2) | \$14,615 | \$ 17,995 |
| Cash flow swaps not designated as hedges (3) | 1,807 | 2,046 |
| Deferred compensation plan (4) | 15,613 | 14,842 |
| Total liabilities | <u>\$32,035</u> | <u>\$ 34,883</u> |

- (1) Included in other assets in the accompanying Unaudited Condensed Consolidated Balance Sheets.
- (2) As of June 30, 2014, approximately \$9.8 million and \$4.8 million were included in other accrued liabilities and other long-term liabilities, respectively, in the accompanying Unaudited Condensed Consolidated Balance Sheets. As of December 31, 2013, approximately \$10.6 million and \$7.4 million were included in other accrued liabilities and other long-term liabilities, respectively, in the accompanying Unaudited Condensed Consolidated Balance Sheets.
- (3) As of June 30, 2014, approximately \$0.7 million and \$1.1 million were included in other accrued liabilities and other long-term liabilities, respectively, in the accompanying Unaudited Condensed Consolidated Balance Sheets. As of December 31, 2013, approximately \$1.0 million was included in both other accrued liabilities and other long-term liabilities in the accompanying Unaudited Condensed Consolidated Balance Sheets.
- (4) Included in other long-term liabilities in the accompanying Unaudited Condensed Consolidated Balance Sheets.

There were no instances in the second quarter and six-month periods ended June 30, 2014 which required a fair value measurement of assets ordinarily measured at fair value on a non-recurring basis. Therefore, the carrying value of assets measured at fair value on a non-recurring basis in the accompanying Unaudited Condensed Consolidated Balance Sheets as of June 30, 2014 have not changed since December 31, 2013.

As of June 30, 2014 and December 31, 2013, the fair values of Sonic's financial instruments including receivables, notes receivable from finance contracts, notes payable – floor plan, trade accounts payable, borrowings under the 2011 Credit Facilities and certain mortgage notes approximate their carrying values due either to length of maturity or existence of variable interest rates that approximate prevailing market rates.

At June 30, 2014 and December 31, 2013, the fair value and carrying value of Sonic's fixed rate long-term debt were as follows:

| | June 30, 2014 | | December 31, 2013 | |
|--------------------|---------------|----------------|-------------------|----------------|
| | Fair Value | Carrying Value | Fair Value | Carrying Value |
| (In thousands) | | | | |
| 7.0% Notes (1) | \$222,000 | \$ 198,484 | \$218,000 | \$ 198,414 |
| 5.0% Notes (1) | \$297,000 | \$ 300,000 | \$285,000 | \$ 300,000 |
| Mortgage Notes (2) | \$161,166 | \$ 153,992 | \$165,381 | \$ 157,571 |
| Assumed Notes (2) | \$ 6,041 | \$ 6,256 | \$ 7,636 | \$ 7,993 |
| Other (2) | \$ 4,729 | \$ 5,044 | \$ 4,774 | \$ 5,080 |

- (1) As determined by market quotations as of June 30, 2014 and December 31, 2013, respectively (Level 1).
- (2) As determined by discounted cash flows (Level 3).

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

10. Accumulated Other Comprehensive Income (Loss)

The changes in accumulated other comprehensive income (loss) for the six-month period ended June 30, 2014 is as follows:

| | Changes in Accumulated Other Comprehensive Income (Loss) by Component for the Six Months Ended June 30, 2014 | | |
|--|--|---------------------------------------|---|
| | Gains and Losses on Cash Flow Hedges | Defined Benefit Pension Plan | Total Accumulated Other Comprehensive Income (Loss) |
| | (In thousands) | | |
| Balance at December 31, 2013 | \$ (8,859) | \$ 277 | \$ (8,582) |
| Other comprehensive income (loss) before reclassifications (1) | (2,959) | — | (2,959) |
| Amounts reclassified out of accumulated other comprehensive income (loss) (2) | 3,694 | — | 3,694 |
| Net current-period other comprehensive income (loss) | 735 | — | 735 |
| Balance at June 30, 2014 | \$ (8,124) | \$ 277 | \$ (7,847) |

- (1) Net of tax benefit of \$1,813.
(2) Net of tax expense of \$2,264.

See the heading “Derivative Instruments and Hedging Activities” in Note 6, “Long-Term Debt,” for further discussion of Sonic’s cash flow hedges. For further discussion of Sonic’s defined benefit pension plan, see Note 10, “Employee Benefit Plans,” of the Notes to Consolidated Financial Statements in Sonic’s Annual Report on Form 10-K for the year ended December 31, 2013.

11. Subsequent Events

On July 23, 2014, Sonic entered into an amendment to the 2011 Credit Facilities, which among other changes (i) extended the maturity to August 15, 2019 from a previous maturity date of August 15, 2016, (ii) increased by \$50.0 million the availability under the 2011 Revolving Credit Facility to \$225.0 million, and (iii) increased by \$195.0 million the availability under the 2011 Floor Plan Facilities to \$800.0 million, resulting in an aggregate increase of availability under the 2011 Credit Facilities of \$245.0 million.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of the results of operations and financial condition should be read in conjunction with the Sonic Automotive, Inc. and Subsidiaries Unaudited Condensed Consolidated Financial Statements and related notes thereto appearing elsewhere in this report, as well as the audited financial statements and related notes, "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing in our Annual Report on Form 10-K for the year ended December 31, 2013.

Overview

We are one of the largest automotive retailers in the United States. As of June 30, 2014, we operated 121 franchises in 14 states (representing 25 different brands of cars and light trucks) and 19 collision repair centers. For management and operational reporting purposes, we group certain franchises together that share management and inventory (principally used vehicles) into "stores." As of June 30, 2014, we operated 102 stores. As a result of the way we manage our business, we have a single operating segment for purposes of reporting financial condition and results of operations. Our dealerships provide comprehensive services including (1) sales of both new and used cars and light trucks; (2) sales of replacement parts, performance of vehicle maintenance, manufacturer warranty repairs, paint and collision repair services (collectively, "Fixed Operations"); and (3) arrangement of extended warranties, service contracts, financing, insurance and other aftermarket products (collectively, "F&I") for our customers.

As we announced during the fourth quarter of 2013, we plan to augment our manufacturer-franchised dealership operations with stand-alone pre-owned specialty retail sales locations. This pre-owned business will operate independently from the existing new and used dealership sales operations and introduce customers to an exciting shopping and buying experience. The first target market is planned for Denver, Colorado, and we expect operations there to begin in late 2014.

In the fourth quarter of 2013, we also announced our customer experience initiative known as "One Sonic-One Experience." This initiative includes several new processes and proprietary technologies from inventory management and pricing tools to a fully developed "customer-centric" Customer Relationship Management ("CRM") tool. The development of these processes and tools will allow us to better serve our customers across our entire platform of stores. Our goal is to allow our guests to control the buying process and move at their pace so that once the vehicle has been selected our team can use these processes and technologies to get our guests on the road in their new vehicle in less than an hour.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
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The following is a detail of our new vehicle revenues by brand for the second quarter and six-month periods ended June 30, 2014 and 2013:

| Brand | Percentage of New Vehicle Revenue | | Percentage of New Vehicle Revenue (1) | |
|-------------------------|-----------------------------------|--------|---------------------------------------|--------|
| | Second Quarter Ended June 30, | | Six Months Ended June 30, | |
| | 2014 | 2013 | 2014 | 2013 |
| Luxury: | | | | |
| BMW | 21.1% | 19.2% | 20.8% | 19.6% |
| Mercedes | 8.7% | 7.9% | 9.1% | 8.1% |
| Audi | 5.0% | 4.4% | 4.9% | 4.1% |
| Lexus | 4.8% | 4.5% | 4.9% | 4.5% |
| Cadillac | 4.6% | 4.3% | 4.5% | 4.4% |
| Land Rover | 3.0% | 2.2% | 2.9% | 2.3% |
| Porsche | 2.5% | 2.2% | 2.3% | 2.1% |
| Mini | 2.3% | 2.8% | 2.2% | 2.6% |
| Acura | 0.9% | 0.7% | 0.9% | 0.7% |
| Volvo | 0.9% | 0.9% | 0.8% | 0.9% |
| Infiniti | 0.8% | 0.9% | 0.8% | 0.9% |
| Jaguar | 0.6% | 0.7% | 0.7% | 0.6% |
| Total Luxury | 55.2% | 50.7% | 54.8% | 50.8% |
| Mid-line Import: | | | | |
| Honda | 15.6% | 16.2% | 15.1% | 15.7% |
| Toyota | 10.4% | 10.4% | 10.2% | 10.2% |
| Volkswagen | 1.9% | 2.6% | 1.9% | 2.7% |
| Hyundai | 1.8% | 2.0% | 1.8% | 2.0% |
| Other (1) | 1.4% | 1.4% | 1.6% | 1.6% |
| Nissan | 1.2% | 1.1% | 1.1% | 1.1% |
| Total Mid-line Import | 32.3% | 33.7% | 31.7% | 33.3% |
| Domestic: | | | | |
| Ford | 7.1% | 8.9% | 7.9% | 8.9% |
| General Motors (2) | 5.4% | 6.7% | 5.6% | 7.0% |
| Total Domestic | 12.5% | 15.6% | 13.5% | 15.9% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% |

- (1) Includes Kia, Scion and Subaru.
(2) Includes Buick, Chevrolet and GMC.

Results of Operations

Unless otherwise noted, all discussion of increases or decreases for the second quarter or six-month periods ended June 30, 2014 are compared to the second quarter or six-month periods ended June 30, 2013, as applicable. The following discussion of new vehicles, used vehicles, wholesale vehicles, Fixed Operations and F&I are on a same store basis, except where otherwise noted. All currently operating continuing operations stores are included within the same store group in the first full month following the first anniversary of the store's opening or acquisition. During the second quarter of 2014, we adopted the provisions of ASU 2014-08. See Note 1, "Summary of Significant Accounting Policies," to the accompanying Unaudited Condensed Consolidated Financial Statements for a discussion of the effects of our adoption of this ASU.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
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New Vehicles

The automobile retail industry uses the Seasonally Adjusted Annual Rate ("SAAR") to measure the annual amount of expected new vehicle unit sales activity within the United States market. The SAAR averages below reflect a blended average of all brands marketed or sold in the United States market. The SAAR includes brands we do not sell and markets in which we do not operate, therefore, our new vehicle sales may not trend directly with the SAAR.

| (in millions of vehicles) | Second Quarter Ended June 30, | | | Six Months Ended June 30, | | |
|---------------------------|-------------------------------|------|----------|---------------------------|------|----------|
| | 2014 | 2013 | % Change | 2014 | 2013 | % Change |
| SAAR | 16.5 | 15.3 | 7.8% | 16.1 | 15.3 | 5.2% |

Source: Bloomberg Financial Markets, via Stephens Inc.

New vehicle revenues include the sale of new vehicles to retail customers, as well as the sale of fleet vehicles. New vehicle revenues can be influenced by manufacturer incentives for consumers, which vary from cash-back incentives to low interest rate financing. New vehicle revenues are also dependent on manufacturers providing adequate vehicle allocations to our dealerships to meet customer demands and the availability of consumer credit.

Our reported new vehicle results (including fleet) are as follows:

| | Second Quarter Ended June 30, | | Better / (Worse) | |
|--|-------------------------------|--------------|------------------|----------|
| | 2014 | 2013 | Change | % Change |
| (In thousands, except units and per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 1,298,777 | \$ 1,247,161 | \$51,616 | 4.1% |
| Gross profit | \$ 74,193 | \$ 67,790 | \$ 6,403 | 9.4% |
| Unit sales | 35,405 | 35,402 | 3 | 0.0% |
| Revenue per unit | \$ 36,683 | \$ 35,229 | \$ 1,454 | 4.1% |
| Gross profit per unit | \$ 2,096 | \$ 1,915 | \$ 181 | 9.5% |
| Gross profit as a % of revenue | 5.7% | 5.4% | 30 | bps |

| | Six Months Ended June 30, | | Better / (Worse) | |
|--|---------------------------|--------------|------------------|----------|
| | 2014 | 2013 | Change | % Change |
| (In thousands, except units and per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 2,445,397 | \$ 2,390,217 | \$55,180 | 2.3% |
| Gross profit | \$ 140,866 | \$ 134,259 | \$ 6,607 | 4.9% |
| Unit sales | 66,536 | 67,485 | (949) | (1.4%) |
| Revenue per unit | \$ 36,753 | \$ 35,418 | \$ 1,335 | 3.8% |
| Gross profit per unit | \$ 2,117 | \$ 1,989 | \$ 128 | 6.4% |
| Gross profit as a % of revenue | 5.8% | 5.6% | 20 | bps |

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Our same store new vehicle results (including fleet) are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------|--|--------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| | (In thousands, except units and per unit data) | | | |
| Same Store: | | | | |
| Revenue | \$ 1,263,004 | \$ 1,235,935 | \$27,069 | 2.2% |
| Gross profit | \$ 72,025 | \$ 67,142 | \$ 4,883 | 7.3% |
| Unit sales | 34,713 | 35,164 | (451) | (1.3%) |
| Revenue per unit | \$ 36,384 | \$ 35,148 | \$ 1,236 | 3.5% |
| Gross profit per unit | \$ 2,075 | \$ 1,909 | \$ 166 | 8.7% |
| Gross profit as a % of revenue | 5.7% | 5.4% | 30 | bps |

| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------|--|--------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| | (In thousands, except units and per unit data) | | | |
| Same Store: | | | | |
| Revenue | \$ 2,382,051 | \$ 2,367,467 | \$14,584 | 0.6% |
| Gross profit | \$ 136,613 | \$ 132,604 | \$ 4,009 | 3.0% |
| Unit sales | 65,306 | 66,983 | (1,677) | (2.5%) |
| Revenue per unit | \$ 36,475 | \$ 35,344 | \$ 1,131 | 3.2% |
| Gross profit per unit | \$ 2,092 | \$ 1,980 | \$ 112 | 5.7% |
| Gross profit as a % of revenue | 5.7% | 5.6% | 10 | bps |

During the second quarter and six-month periods ended June 30, 2014, we continued to test our new car pricing model with True Pric[®]. As we move toward our One Sonic-One Experience launch (our new customer experience initiative), we believe we will become more aggressive in pricing as well as gain market share as customers benefit from the entire complement of our new shopping experience.

The increases in new vehicle revenue during the second quarter and six-month periods ended June 30, 2014, were primarily driven by new vehicle price per unit increases of 3.5% and 3.2%, respectively, partially offset by new unit sales volume decreases of 1.3% and 2.5%, respectively. Excluding fleet sales, our retail new revenue increased 5.0% and 2.4% for the second quarter and six-month periods ended June 30, 2014, respectively, and retail new unit sales volume increased 2.1% and remained flat during second quarter and six-month periods ended June 30, 2014, respectively. Our Audi, BMW and Honda dealerships led our new retail unit sales volume growth with increases of 22.9%, 10.8% and 3.0%, respectively, in the second quarter ended June 30, 2014.

Total new vehicle gross profit dollars increased \$4.9 million, or 7.3%, during the second quarter ended June 30, 2014 and increased \$4.0 million, or 3.0%, in the six-month period ended June 30, 2014. Our gross profit per new unit increase of \$166 per unit in the second quarter ended June 30, 2014 was driven primarily by our BMW, Audi, Land Rover and Honda dealerships, and the increase of \$112 per unit in the six-month period ended June 30, 2014 was driven primarily by our Audi, Land Rover, Mercedes and Honda dealerships.

Our luxury dealerships (which include Cadillac) experienced new vehicle revenue increases of 10.0% and 7.2% in the second quarter and six-month periods ended June 30, 2014, respectively, primarily due to new unit sales volume increases of 7.4% and 5.3% in the second quarter and six-month periods ended June 30, 2014, respectively. Luxury dealership new vehicle gross profit increased 12.1% and 8.1% during the second quarter and six-month periods ended June 30, 2014, respectively, primarily due to new unit sales volume increases at our Audi, Lexus and Land Rover dealerships and gross profit per new unit increases of 4.4% and 2.7% during the second quarter and six-month periods ended June 30, 2014, respectively, driven primarily by our Land Rover, Audi and Porsche dealerships.

Our mid-line import dealerships experienced a new vehicle revenue decrease of 1.0% in the second quarter ended June 30, 2014, primarily due to a 1.0% decrease in price per unit during the same period. Our mid-line import dealerships experienced a new vehicle revenue decrease of 2.5% in the six-month period ended June 30, 2014, primarily due to a 2.1%

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
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decrease in new unit volume. The new vehicle revenue decrease was driven primarily by lower unit sales at our Volkswagen and Hyundai dealerships, which experienced a 28.0% and a 9.5% decrease in new vehicle unit sales, respectively, in the six-month period ended June 30, 2014. Mid-line import gross profit increased 4.4% and decreased 1.4% in the second quarter and six-month periods ended June 30, 2014, respectively, driven primarily by volume and gross profit per new unit decreases at our Hyundai dealerships.

Including fleet sales, our domestic dealerships experienced new vehicle revenue decreases of 15.9% and 13.4% in the second quarter and six-month periods ended June 30, 2014, respectively, driven by new unit sales volume decreases of 22.8% and 19.3% in the second quarter and six-month periods ended June 30, 2014, respectively. These unit sales volume decreases were partially offset by price per unit increases of 8.9% and 7.3% in the second quarter and six-month periods ended June 30, 2014, respectively. Domestic fleet unit sales volume decreased 67.5% and 48.3% in the second quarter and six-month periods ended June 30, 2014, respectively, driving a fleet revenue decrease of 67.2% and 44.2% in the second quarter and six-month periods ended June 30, 2014, respectively. The decreases in fleet revenue and unit sales are due to a reduced focus on fleet sales as a result of our operational decision to move away from the low margin fleet business.

Excluding fleet sales, our domestic dealerships experienced a new retail vehicle revenue increase of 2.0% in the second quarter ended June 30, 2014, driven by an increase in price per unit of 4.3% during the same period, and a new retail vehicle revenue decrease of 2.6% in the six-month period ended June 30, 2014, driven by a new retail unit sales volume decrease of 6.6% during the same period, partially offset by an increase in price per unit of 4.3%. Our domestic dealerships experienced a decrease in new retail vehicle gross profit of 2.8% and 7.1% for the second quarter and six-month periods ended June 30, 2014, respectively. Our Ford dealerships experienced decreases of 3.4% and 4.9% in new retail unit sales volume during the second quarter and six-month periods ended June 30, 2014, respectively, contributing to decreases of 12.4% and 12.9% in new retail vehicle gross profit during the second quarter and six-month periods ended June 30, 2014, respectively. New retail vehicle gross profit per unit at our General Motors dealerships (excluding Cadillac) increased 11.1% during the second quarter ended June 30, 2014, driving a new vehicle gross profit increase of 10.3% during the second quarter ended June 30, 2014. New retail vehicle gross profit was flat for our General Motors dealerships during the six-month period ended June 30, 2014.

Used Vehicles

Used vehicle revenues are directly affected by a number of factors including the level of manufacturer incentives on new vehicles, the number and quality of trade-ins and lease turn-ins, the availability and pricing of used vehicles acquired at auction and the availability of consumer credit.

Our reported used vehicle results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------|--|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| | (In thousands, except units and per unit data) | | | |
| Reported: | | | | |
| Revenue | \$ 603,868 | \$ 538,977 | \$64,891 | 12.0% |
| Gross profit | \$ 37,473 | \$ 37,609 | \$ (136) | (0.4%) |
| Unit sales | 28,514 | 26,599 | 1,915 | 7.2% |
| Revenue per unit | \$ 21,178 | \$ 20,263 | \$ 915 | 4.5% |
| Gross profit per unit | \$ 1,314 | \$ 1,414 | \$ (100) | (7.1%) |
| Gross profit as a % of revenue | 6.2% | 7.0% | (80) | bps |

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| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|----------------------------------|--------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 1,163,684 | \$ 1,065,158 | \$98,526 | 9.2% |
| Gross profit | \$ 78,167 | \$ 75,639 | \$ 2,528 | 3.3% |
| Unit sales | 56,171 | 53,068 | 3,103 | 5.8% |
| Revenue per unit | \$ 20,717 | \$ 20,072 | \$ 645 | 3.2% |
| Gross profit per unit | \$ 1,392 | \$ 1,425 | \$ (33) | (2.3%) |
| Gross profit as a % of revenue | 6.7% | 7.1% | (40) | bps |

Our same store used vehicle results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|--------------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Same Store: | | | | |
| Revenue | \$ 582,386 | \$ 530,567 | \$51,819 | 9.8% |
| Gross profit | \$ 36,675 | \$ 37,711 | \$ (1,036) | (2.7%) |
| Unit sales | 27,617 | 26,226 | 1,391 | 5.3% |
| Revenue per unit | \$ 21,088 | \$ 20,231 | \$ 857 | 4.2% |
| Gross profit per unit | \$ 1,328 | \$ 1,438 | \$ (110) | (7.6%) |
| Gross profit as a % of revenue | 6.3% | 7.1% | (80) | bps |

| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|----------------------------------|--------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Same Store: | | | | |
| Revenue | \$ 1,122,929 | \$ 1,047,365 | \$75,564 | 7.2% |
| Gross profit | \$ 76,093 | \$ 74,435 | \$ 1,658 | 2.2% |
| Unit sales | 54,458 | 52,292 | 2,166 | 4.1% |
| Revenue per unit | \$ 20,620 | \$ 20,029 | \$ 591 | 3.0% |
| Gross profit per unit | \$ 1,397 | \$ 1,423 | \$ (26) | (1.8%) |
| Gross profit as a % of revenue | 6.8% | 7.1% | (30) | bps |

In the second quarter and six-month periods ended June 30, 2014, our used vehicle unit volume increased 9.8% and 7.2%, respectively. In the second quarter ended June 30, 2014, we sold an all-time quarterly record 28,514 pre-owned vehicles at our continuing operations stores. Gross profit per used unit decreased 7.6% and 1.8% in the second quarter and six-month periods ended June 30, 2014, respectively. As we move toward our One Sonic-One Experience launch and continue to test our used car pricing model with True Price[®], we believe we will continue to experience gains in our used vehicle unit volume and used vehicle revenue levels and associated gross profit.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Wholesale Vehicles

Wholesale vehicle revenues are highly correlated with new and used vehicle retail sales and the associated trade-in volume and are also significantly affected by our corporate inventory management policies, which are designed to optimize our total used vehicle inventory.

Our reported wholesale vehicle results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|--------------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 44,765 | \$ 40,032 | \$ 4,733 | 11.8% |
| Gross profit (loss) | \$ (1,314) | \$ (1,943) | \$ 629 | 32.4% |
| Unit sales | 7,738 | 7,257 | 481 | 6.6% |
| Revenue per unit | \$ 5,785 | \$ 5,516 | \$ 269 | 4.9% |
| Gross profit (loss) per unit | \$ (170) | \$ (268) | \$ 98 | 36.6% |
| Gross profit (loss) as a % of revenue | (2.9%) | (4.9%) | 200 | bps |

| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|----------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 86,363 | \$ 91,825 | \$ (5,462) | (5.9%) |
| Gross profit (loss) | \$ (1,409) | \$ (3,145) | \$ 1,736 | 55.2% |
| Unit sales | 15,118 | 15,650 | (532) | (3.4%) |
| Revenue per unit | \$ 5,713 | \$ 5,867 | \$ (154) | (2.6%) |
| Gross profit (loss) per unit | \$ (93) | \$ (201) | \$ 108 | 53.7% |
| Gross profit (loss) as a % of revenue | (1.6%) | (3.4%) | 180 | bps |

Our same store wholesale vehicle results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|--------------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Same Store: | | | | |
| Revenue | \$ 43,638 | \$ 39,729 | \$ 3,909 | 9.8% |
| Gross profit (loss) | \$ (1,275) | \$ (1,872) | \$ 597 | 31.9% |
| Unit sales | 7,573 | 7,195 | 378 | 5.3% |
| Revenue per unit | \$ 5,762 | \$ 5,522 | \$ 240 | 4.3% |
| Gross profit (loss) per unit | \$ (168) | \$ (260) | \$ 92 | 35.4% |
| Gross profit (loss) as a % of revenue | (2.9%) | (4.7%) | 180 | bps |

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| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--|----------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except units and per unit data) | | | | |
| Same Store: | | | | |
| Revenue | \$ 83,949 | \$ 90,646 | \$(6,697) | (7.4%) |
| Gross profit (loss) | \$ (1,247) | \$ (2,995) | \$ 1,748 | 58.4% |
| Unit sales | 14,804 | 15,497 | (693) | (4.5%) |
| Revenue per unit | \$ 5,671 | \$ 5,849 | \$ (178) | (3.0%) |
| Gross profit (loss) per unit | \$ (84) | \$ (193) | \$ 109 | 56.5% |
| Gross profit (loss) as a % of revenue | (1.5%) | (3.3%) | 180 | bps |

Wholesale vehicle revenue and unit sales volume fluctuations are typically a result of new and used retail vehicle unit volumes that generate additional trade-in vehicle volume that we are not always able to sell as retail used vehicles and choose to sell at auction. Wholesale vehicle revenue and unit sales volume increased in the second quarter ended June 30, 2014 as a result of the increased volume and quality of trade in vehicles driven by the retail vehicle sales volume in the second quarter ended June 30, 2014. The decrease in wholesale vehicle revenue and unit sales volume in the six-month period ended June 30, 2014 was due to our focus on acquiring the right used inventory at our dealerships, pricing the vehicles effectively and turning our used inventory quickly.

Parts, Service and Collision Repair ("Fixed Operations")

Parts and service revenue consists of customer requested parts and service orders ("customer pay"), warranty repairs, wholesale parts and collision repairs. Parts and service revenue is driven by the mix of warranty repairs versus customer pay repairs, available service capacity, vehicle quality, customer loyalty and manufacturer warranty programs.

Our reported Fixed Operations results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---------------------------------------|--------------------------------------|-------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands) | | | | |
| Reported: | | | | |
| Revenue | | | | |
| Customer pay | \$ 145,040 | \$ 136,343 | \$ 8,697 | 6.4% |
| Warranty | 47,050 | 47,270 | (220) | (0.5%) |
| Wholesale parts | 47,145 | 40,982 | 6,163 | 15.0% |
| Internal, sublet and other | 89,899 | 82,451 | 7,448 | 9.0% |
| Total | <u>\$ 329,134</u> | <u>\$ 307,046</u> | <u>\$ 22,088</u> | <u>7.2%</u> |
| Gross profit | | | | |
| Customer pay | \$ 79,606 | \$ 75,166 | \$ 4,440 | 5.9% |
| Warranty | 25,671 | 26,388 | (717) | (2.7%) |
| Wholesale parts | 8,308 | 7,658 | 650 | 8.5% |
| Internal, sublet and other | 46,274 | 41,918 | 4,356 | 10.4% |
| Total | <u>\$ 159,859</u> | <u>\$ 151,130</u> | <u>\$ 8,729</u> | <u>5.8%</u> |
| Gross profit as a % of revenue | | | | |
| Customer pay | 54.9% | 55.1% | (20) | bps |
| Warranty | 54.6% | 55.8% | (120) | bps |
| Wholesale parts | 17.6% | 18.7% | (110) | bps |
| Internal, sublet and other | 51.5% | 50.8% | 70 | bps |
| Total | 48.6% | 49.2% | (60) | bps |

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
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| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------|----------------------------------|-------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands) | | | | |
| Reported: | | | | |
| Revenue | | | | |
| Customer pay | \$ 286,162 | \$ 270,146 | \$16,016 | 5.9% |
| Warranty | 93,641 | 92,084 | 1,557 | 1.7% |
| Wholesale parts | 95,089 | 81,520 | 13,569 | 16.6% |
| Internal, sublet and other | 173,013 | 159,939 | 13,074 | 8.2% |
| Total | <u>\$ 647,905</u> | <u>\$ 603,689</u> | <u>\$44,216</u> | <u>7.3%</u> |
| Gross profit | | | | |
| Customer pay | \$ 157,605 | \$ 149,282 | \$ 8,323 | 5.6% |
| Warranty | 50,909 | 50,283 | 626 | 1.2% |
| Wholesale parts | 16,469 | 15,277 | 1,192 | 7.8% |
| Internal, sublet and other | 87,023 | 80,517 | 6,506 | 8.1% |
| Total | <u>\$ 312,006</u> | <u>\$ 295,359</u> | <u>\$16,647</u> | <u>5.6%</u> |
| Gross profit as a % of revenue | | | | |
| Customer pay | 55.1% | 55.3% | (20) | bps |
| Warranty | 54.4% | 54.6% | (20) | bps |
| Wholesale parts | 17.3% | 18.7% | (140) | bps |
| Internal, sublet and other | 50.3% | 50.3% | 0 | bps |
| Total | 48.2% | 48.9% | (70) | bps |

Our same store Fixed Operations results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------|--------------------------------------|-------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands) | | | | |
| Same Store: | | | | |
| Revenue | | | | |
| Customer pay | \$ 138,668 | \$ 134,870 | \$ 3,798 | 2.8% |
| Warranty | 45,184 | 46,542 | (1,358) | (2.9%) |
| Wholesale parts | 45,704 | 40,819 | 4,885 | 12.0% |
| Internal, sublet and other | 87,173 | 81,519 | 5,654 | 6.9% |
| Total | <u>\$ 316,729</u> | <u>\$ 303,750</u> | <u>\$12,979</u> | <u>4.3%</u> |
| Gross profit | | | | |
| Customer pay | \$ 76,361 | \$ 74,408 | \$ 1,953 | 2.6% |
| Warranty | 24,665 | 25,989 | (1,324) | (5.1%) |
| Wholesale parts | 7,832 | 7,632 | 200 | 2.6% |
| Internal, sublet and other | 44,711 | 41,350 | 3,361 | 8.1% |
| Total | <u>\$ 153,569</u> | <u>\$ 149,379</u> | <u>\$ 4,190</u> | <u>2.8%</u> |
| Gross profit as a % of revenue | | | | |
| Customer pay | 55.1% | 55.2% | (10) | bps |
| Warranty | 54.6% | 55.8% | (120) | bps |
| Wholesale parts | 17.1% | 18.7% | (160) | bps |
| Internal, sublet and other | 51.3% | 50.7% | 60 | bps |
| Total | 48.5% | 49.2% | (70) | bps |

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
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| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------|----------------------------------|-------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands) | | | | |
| Same Store: | | | | |
| Revenue | | | | |
| Customer pay | \$ 273,161 | \$ 266,837 | \$ 6,324 | 2.4% |
| Warranty | 89,781 | 90,570 | (789) | (0.9%) |
| Wholesale parts | 92,110 | 81,212 | 10,898 | 13.4% |
| Internal, sublet and other | 167,946 | 157,956 | 9,990 | 6.3% |
| Total | <u>\$ 622,998</u> | <u>\$ 596,575</u> | <u>\$26,423</u> | <u>4.4%</u> |
| Gross profit | | | | |
| Customer pay | \$ 150,941 | \$ 147,661 | \$ 3,280 | 2.2% |
| Warranty | 48,828 | 49,745 | (917) | (1.8%) |
| Wholesale parts | 15,622 | 15,230 | 392 | 2.6% |
| Internal, sublet and other | 84,046 | 79,278 | 4,768 | 6.0% |
| Total | <u>\$ 299,437</u> | <u>\$ 291,914</u> | <u>\$ 7,523</u> | <u>2.6%</u> |
| Gross profit as a % of revenue | | | | |
| Customer pay | 55.3% | 55.3% | 0 | bps |
| Warranty | 54.4% | 54.9% | (50) | bps |
| Wholesale parts | 17.0% | 18.8% | (180) | bps |
| Internal, sublet and other | 50.0% | 50.2% | (20) | bps |
| Total | 48.1% | 48.9% | (80) | bps |

Fixed Operations gross profit grew at a lower rate than the revenue increase as a result of changes in the mix of revenue between categories for the second quarter and six-month periods ended June 30, 2014. Revenue growth in the lower-margin wholesale parts and internal, sublet and other categories outpaced that of the higher-margin customer pay and warranty categories for both the second quarter and six-month periods ended June 30, 2014. From a rate and volume perspective, for the second quarter ended June 30, 2014, the increase in gross profit of approximately \$4.2 million resulted from a \$6.3 million increase as a result of higher sales volume, offset partially by a \$2.1 million decrease as a result of a 70 basis point decline in the gross margin rate. For the six-month period ended June 30, 2014, the increase in gross profit of approximately \$7.5 million resulted from a \$12.7 million increase as a result of higher sales volume, offset partially by a \$5.2 million decrease as a result of an 80 basis point decline in the gross margin rate.

During the second quarter ended June 30, 2014, our overall Fixed Operations customer pay revenue increased 2.8%. During the six-month period ended June 30, 2014, our overall Fixed Operations customer pay revenue increased 2.4%, in spite of lost days at our Texas, Southeast, and Mid-Atlantic stores due to winter storms during the first quarter ended March 31, 2014. Our warranty revenue decreased during the second quarter and six-month periods ended June 30, 2014, by 2.9% and 0.9%, respectively, driven primarily by decreases at our BMW stores. Our wholesale parts revenue increased 12.0% and 13.4% during the second quarter and six-month periods ended June 30, 2014, respectively, driven primarily by an increase in bulk wholesale parts sales at some of our large luxury stores in California. Internal, sublet and other revenue increased 6.9% and 6.3% for the second quarter and six-month periods ended June 30, 2014, respectively, due in part to increased trade-in activity as a result of higher levels of retail unit sales volume.

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Finance, Insurance and Other ("F&I")

Finance, insurance and other revenues include commissions for arranging vehicle financing and insurance, sales of third-party extended warranties and service contracts for vehicles and other aftermarket products. In connection with vehicle financing, extended warranties, service contracts, other aftermarket products and insurance contracts, we receive commissions from the providers for originating contracts.

Our reported F&I results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---|--------------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 76,736 | \$ 69,220 | \$ 7,516 | 10.9% |
| Gross profit per retail unit (excludes fleet) | \$ 1,211 | \$ 1,148 | \$ 63 | 5.5% |

| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---|----------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except per unit data) | | | | |
| Reported: | | | | |
| Revenue | \$ 146,317 | \$ 134,714 | \$11,603 | 8.6% |
| Gross profit per retail unit (excludes fleet) | \$ 1,209 | \$ 1,148 | \$ 61 | 5.3% |

Our same store F&I results are as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---|--------------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except per unit data) | | | | |
| Same Store: | | | | |
| Revenue | \$ 74,916 | \$ 68,765 | \$ 6,151 | 8.9% |
| Gross profit per retail unit (excludes fleet) | \$ 1,213 | \$ 1,152 | \$ 61 | 5.3% |

| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---|----------------------------------|-------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands, except per unit data) | | | | |
| Same Store: | | | | |
| Revenue | \$ 142,847 | \$ 133,826 | \$ 9,021 | 6.7% |
| Gross profit per retail unit (excludes fleet) | \$ 1,210 | \$ 1,153 | \$ 57 | 4.9% |

F&I revenues and F&I gross profit per unit increased during the second quarter and six-month periods ended June 30, 2014, primarily due to improved penetration rates on service contracts and aftermarket products as a result of increased visibility into performance drivers provided by our proprietary internal software applications. In addition, F&I revenues improved due to increases in total new and used retail (excluding fleet) unit volume of 3.5% and 1.8% for the second quarter and six-month periods ended June 30, 2014, respectively.

Finance contract revenue increased 6.5% and 3.7% for the second quarter and six-month periods ended June 30, 2014, respectively, compared to the prior year period, primarily due to increases in contract volume of 2.8% and 3.2%, respectively. The increase in finance contract revenue in the second quarter ended June 30, 2014 was further driven by an increase in gross profit per contract of 3.6%. Finance contract revenue may experience compression if manufacturers offer attractive financing rates from their captive finance affiliates because we tend to earn lower commissions under these programs.

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Service contract revenue increased 11.2% and 10.7% in the second quarter and six-month periods ended June 30, 2014, respectively. Total service contract volume increased 6.5% and 5.3% for the second quarter and six-month periods ended June 30, 2014, respectively, driven by a service contract penetration rate increase of 90 basis points and 110 basis points for the second quarter and six-month periods ended June 30, 2014, respectively. Gross profit per service contract increased 4.4% and 5.1% for the second quarter and six-month periods ended June 30, 2014, respectively, also driving the increase in service contract revenue.

Other aftermarket contract revenue increased 15.7% and 12.1% in the second quarter and six-month periods ended June 30, 2014, respectively. Other aftermarket contract volume increased 13.0% and 10.8% for second quarter and six-month periods ended June 30, 2014, respectively, driven by other aftermarket contract penetration rate increases of 1,100 basis points for both the second quarter and six-month periods ended June 30, 2014.

Selling, General and Administrative ("SG&A") Expenses

SG&A expenses are comprised of four major groups: compensation expense, advertising expense, rent expense and other expense. Compensation expense primarily relates to dealership personnel who are paid a commission or a modest salary plus commission and support personnel who are paid a fixed salary. Commissions paid to dealership personnel typically vary depending on gross profits realized. Due to the salary component for certain dealership and corporate personnel, gross profits and compensation expense do not change in direct proportion to one another. Advertising expense and other expense vary based on the level of actual or anticipated business activity and number of dealerships owned. Rent expense typically varies with the number of dealerships owned, investments made for facility improvements and interest rates. Although not completely correlated, we believe the best way to measure SG&A expenses are as a percentage of gross profit.

Following is information related to our reported SG&A expenses:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|--------------------------------------|--------------------------------------|-------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| | (In thousands) | | | |
| SG&A expenses | | | | |
| Compensation | \$ 163,109 | \$ 149,528 | \$(13,581) | (9.1%) |
| Advertising | 13,864 | 13,718 | (146) | (1.1%) |
| Rent | 18,643 | 18,421 | (222) | (1.2%) |
| Other | 73,298 | 66,423 | (6,875) | (10.4%) |
| Total | <u>\$ 268,914</u> | <u>\$ 248,090</u> | <u>\$(20,824)</u> | <u>(8.4%)</u> |
| SG&A expenses as a % of gross profit | | | | |
| Compensation | 47.0% | 46.2% | (80) | bps |
| Advertising | 4.0% | 4.2% | 20 | bps |
| Rent | 5.4% | 5.7% | 30 | bps |
| Other | 21.1% | 20.5% | (60) | bps |
| Total | 77.5% | 76.6% | (90) | bps |

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| | Six Months Ended June 30, | | Better / (Worse) | |
|---|---------------------------|-------------------|-------------------|---------------|
| | 2014 | 2013 | Change | % Change |
| | (In thousands) | | | |
| SG&A expenses | | | | |
| Compensation | \$ 320,263 | \$ 298,108 | \$(22,155) | (7.4%) |
| Advertising | 27,982 | 27,150 | (832) | (3.1%) |
| Rent | 37,178 | 37,444 | 266 | 0.7% |
| Other | 147,464 | 131,212 | (16,252) | (12.4%) |
| Total | <u>\$ 532,887</u> | <u>\$ 493,914</u> | <u>\$(38,973)</u> | <u>(7.9%)</u> |
| SG&A expenses as a % of gross profit | | | | |
| Compensation | 47.4% | 46.8% | (60) | bps |
| Advertising | 4.1% | 4.3% | 20 | bps |
| Rent | 5.5% | 5.9% | 40 | bps |
| Other | 21.8% | 20.6% | (120) | bps |
| Total | 78.8% | 77.6% | (120) | bps |

Overall SG&A expenses increased in the second quarter and six-month periods ended June 30, 2014, primarily due to increases in unit sales volume driving higher variable compensation costs and the other SG&A expenses discussed below. Overall SG&A expenses as a percentage of gross profit increased 90 and 120 basis points in the second quarter and six-month periods ended June 30, 2014, respectively.

Compensation costs as a percentage of gross profit increased 80 and 60 basis points in the second quarter and six-month periods ended June 30, 2014, respectively, primarily due to variable compensation costs and increased headcount related to demand from higher Fixed Operations activity levels and our stand-alone pre-owned initiative.

Total advertising expense in the second quarter and six-month periods ended June 30, 2014 increased in dollar amount to support higher sales volumes but decreased as a percentage of gross profit primarily as a result of actively managing this expense category and higher levels of gross profit.

Rent expense as a percentage of gross profit decreased 30 and 40 basis points in the second quarter and six-month periods ended June 30, 2014, primarily due to higher gross profit levels and our trend of owning more of our properties.

Other SG&A expenses increased in dollar amount and as a percentage of gross profit during the second quarter and six-month periods ended June 30, 2014, primarily due to increased customer related costs as a result of the higher level of sales activity, IT spending, travel, increased services by outside contractors and training related to our stand-alone pre-owned and customer experience initiatives. Other SG&A expenses were favorably affected by a gain recorded on the disposal of dealerships totaling approximately \$7.3 million, and unfavorably impacted by charges of approximately \$1.4 million related to hail damage and legal settlement expenses.

Included in total SG&A expenses are certain costs related to our recently announced stand-alone pre-owned initiative, which increased SG&A expenses by 90 basis points and 70 basis points as a percentage of gross profit in the second quarter and six-month periods ended June 30, 2014, respectively. Total SG&A expenses were also affected by costs related to the implementation of "One Sonic-One Experience" which increased expenses by 50 basis points as a percentage of gross profit in both the second quarter and six-month periods ended June 30, 2014.

Depreciation and Amortization

Depreciation and amortization expense increased approximately \$1.3 million, or 9.8%, and \$3.5 million, or 14.0%, during the second quarter and six-month periods ended June 30, 2014, respectively. The increase is primarily related to completed construction projects that were placed in service subsequent to June 30, 2013 and the purchase of dealership properties that were previously leased.

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Interest Expense, Floor Plan

Interest expense, floor plan for new vehicles incurred by continuing operations increased approximately \$0.6 million, or 10.8%, and \$0.9 million, or 9.0%, in the second quarter and six month periods ended June 30, 2014, respectively. The average new vehicle floor plan notes payable balance for continuing operations increased approximately \$84.0 million and \$90.1 million in the second quarter and six-month periods ended June 30, 2014, respectively, resulting in an increase in new vehicle floor plan interest expense of approximately \$0.4 million and \$0.9 million for the same periods. The average new vehicle floor plan interest rate incurred by continuing dealerships was 1.60% in both the second quarter and six-month periods ended June 30, 2014, compared to 1.93% and 1.91% in the second quarter and six-month periods ended June 30, 2013, respectively, which resulted in a decrease in interest expense of approximately \$1.0 million and \$1.8 million during the second quarter and six-month periods ended June 30, 2014, respectively, offsetting the increases due to higher average floor plan notes payable balances discussed above.

Interest expense, floor plan for used vehicles incurred by continuing operations decreased approximately \$0.2 million, or 39.9%, and \$0.4 million, or 39.7%, in the second quarter and six-month periods ended June 30, 2014, respectively. The average used vehicle floor plan notes payable balance for continuing operations decreased approximately \$14.2 million and \$12.6 million in the second quarter and six-month periods ended June 30, 2014, respectively, resulting in a decrease in used vehicle floor plan interest expense of approximately \$0.1 million and \$0.2 million for the same periods. The average used vehicle floor plan interest rate incurred by continuing dealerships was 1.84% in the second quarter ended June 30, 2014, compared to 2.50% in the second quarter ended June 30, 2013, which resulted in a decrease in interest expense of approximately \$0.1 million, further contributing to the decrease due to the lower average floor plan notes payable balance discussed above. The average used vehicle floor plan interest rate incurred by continuing dealerships was 1.90% in the six-month period ended June 30, 2014, compared 2.62% in the six-month period ended June 30, 2013, which resulted in a decrease in interest expense of approximately \$0.2 million during the six-month period ended June 30, 2014.

Interest Expense, Other, Net

Interest expense, other, net, includes both cash and non-cash interest charges, and is summarized in the schedule below:

| | <u>Second Quarter Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---------------------------------|--------------------------------------|------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands) | | | | |
| Stated/coupon interest | \$ 10,462 | \$ 11,553 | \$1,091 | 9.4% |
| Discount/premium amortization | 35 | 57 | 22 | 38.6% |
| Deferred loan cost amortization | 616 | 678 | 62 | 9.1% |
| Cash flow swap interest | 2,890 | 2,461 | (429) | (17.4%) |
| Capitalized interest | (314) | (572) | (258) | (45.1%) |
| Other interest | 176 | 213 | 37 | 17.4% |
| Total | \$ 13,865 | \$ 14,390 | \$ 525 | 3.6% |

| | <u>Six Months Ended June 30,</u> | | <u>Better / (Worse)</u> | |
|---------------------------------|----------------------------------|------------------|-------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>Change</u> | <u>% Change</u> |
| (In thousands) | | | | |
| Stated/coupon interest | \$ 20,711 | \$ 22,815 | \$2,104 | 9.2% |
| Discount/premium amortization | 70 | 130 | 60 | 46.2% |
| Deferred loan cost amortization | 1,414 | 1,354 | (60) | (4.4%) |
| Cash flow swap interest | 5,716 | 5,164 | (552) | (10.7%) |
| Capitalized interest | (571) | (1,115) | (544) | (48.8%) |
| Other interest | 343 | 401 | 58 | 14.5% |
| Total | \$ 27,683 | \$ 28,749 | \$1,066 | 3.7% |

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Interest expense, other, net, decreased approximately \$0.5 million and \$1.1 million during the second quarter and six-month periods ended June 30, 2014, respectively, primarily due to a decrease in coupon interest related to the net impact of the issuance of the 5.0% Notes and the extinguishment of the 9.0% Senior Subordinated Notes due 2018 (the "9.0% Notes") in May 2013, offset partially by increases in cash flow swap interest and lower amounts of capitalized interest. Included in stated/coupon interest in the second quarter and six-month periods ended June 30, 2013 is approximately \$0.8 million of double-carry interest while both the 5.0% Notes and 9.0% Notes were outstanding in May 2013.

Other Income (Expense), Net

Other income expense, net, decreased approximately \$28.3 million during the second quarter and six-month periods ended June 30, 2014, respectively, primarily due to a charge of approximately \$28.2 million related to the extinguishment of the 9.0% Notes in the second quarter ended June 30, 2013.

Income Taxes

The overall effective tax rate from continuing operations was 39.7% and 39.0% for the second quarter and six-month periods ended June 30, 2014, respectively, and was 39.0% for both the second quarter and six-month periods ended June 30, 2013. We expect the effective tax rate for continuing operations in future quarterly periods to fall within a range of 38.0% to 40.0%.

Discontinued Operations

Significant components of results from discontinued operations were as follows:

| | <u>Second Quarter Ended June 30,</u> | | <u>Six Months Ended June 30,</u> | |
|--|--------------------------------------|---------------|----------------------------------|-----------------|
| | <u>2014</u> | <u>2013</u> | <u>2014</u> | <u>2013</u> |
| | (In thousands) | | | |
| Income (loss) from operations | \$ (181) | \$ 1,400 | \$ (770) | \$ 1,366 |
| Gain (loss) on disposal | 97 | (341) | 53 | (378) |
| Lease exit accrual adjustments and charges | (43) | (698) | (375) | (1,365) |
| Pre-tax income (loss) | <u>\$ (127)</u> | <u>\$ 361</u> | <u>\$ (1,092)</u> | <u>\$ (377)</u> |
| Total revenues | \$ — | \$ — | \$ — | \$ — |

We recognized a \$1.4 million gain during the second quarter and six-month periods ended June 30, 2013 from business interruption insurance proceeds related to a dealership that was sold in 2012. See the discussion of our adoption of ASU 2014-08 in Note 1, "Summary of Significant Accounting Policies," to the accompanying Unaudited Condensed Consolidated Financial Statements. We do not expect significant activity classified as discontinued operations in the future due to the change in the definition of a discontinued operation. The results of operations for those dealerships and franchises that were classified as discontinued operations as of March 31, 2014 will continue to be reported within discontinued operations in the future. There were no unsold dealerships classified in discontinued operations at March 31, 2014.

Liquidity and Capital Resources

We require cash to fund debt service, operating lease obligations, working capital requirements, facility improvements and other capital improvements, dividends on our Common Stock and to finance acquisitions and otherwise invest in our business. We rely on cash flows from operations, borrowings under our revolving credit and floor plan borrowing arrangements, real estate mortgage financing, asset sales and offerings of debt and equity securities to meet these requirements. We closely monitor our available liquidity and projected future operating results in order to remain in compliance with restrictive covenants under our 2011 Credit Facilities and other debt obligations and lease arrangements. However, our liquidity could be negatively affected if we fail to comply with the financial covenants in our existing debt or lease arrangements. Cash flows provided by our dealerships are derived from various sources. The primary sources include individual consumers, automobile manufacturers, automobile manufacturers' captive finance subsidiaries and finance companies. Disruptions in these cash flows can have a material and adverse impact on our operations and overall liquidity.

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SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Because the majority of our consolidated assets are held by our dealership subsidiaries, the majority of our cash flows from operations are generated by these subsidiaries. As a result, our cash flows and ability to service our obligations depends to a substantial degree on the cash generated from the operations of these dealership subsidiaries.

We had the following liquidity resources available as of June 30, 2014 and December 31, 2013:

| | June 30, 2014 | December 31, 2013 |
|---|-------------------|-------------------|
| | (In thousands) | |
| Cash and cash equivalents | \$ 2,999 | \$ 3,016 |
| Availability under our revolving credit facility | 117,348 | 125,959 |
| Availability under our used floor plan facilities | 60,588 | 27,127 |
| Floor plan deposit balance | 95,000 | 65,000 |
| Total available liquidity resources | <u>\$ 275,935</u> | <u>\$ 221,102</u> |

We participate in a program with one of our manufacturer-affiliated finance companies (the floor plan deposit balance in the table above) wherein we maintain a deposit balance with the lender that earns interest based on the lowest interest rate charged on new vehicle floor plan balances held with the lender. This deposit balance is not designated as a pre-payment of notes payable – floor plan, nor is it our intent to use this amount to offset principal amounts owed under notes payable – floor plan in the future, although we have the right and ability to do so. The deposit balance of \$95.0 million and \$65.0 million as of June 30, 2014 and December 31, 2013, respectively, is classified in other current assets in the accompanying Unaudited Condensed Consolidated Balance Sheets. Changes in this deposit balance are classified as changes in other assets in the cash flows from operating activities section of the accompanying Unaudited Condensed Consolidated Statements of Cash Flows. The interest rebate as a result of this deposit balance is classified as a reduction of interest expense, floor plan, in the accompanying Unaudited Condensed Consolidated Statements of Income. In the second quarter and six-month periods ended June 30, 2014, the reduction in interest expense, floor plan, was approximately \$0.5 million and \$0.9 million, respectively. In the second quarter and six-month periods ended June 30, 2013, the reduction in interest expense, floor plan, was approximately \$0.3 million and \$0.5 million, respectively.

Floor Plan Facilities

We finance our new and certain of our used vehicle inventory through standardized floor plan facilities with manufacturer captive finance companies and a syndicate of manufacturer-affiliated finance companies and commercial banks. These floor plan facilities are due on demand and bear interest at variable rates based on either LIBOR or the prime rate. The weighted average interest rate for our new and used floor plan facilities for continuing operations was 1.61% and 1.62% in the second quarter and six-month periods ended June 30, 2014, and 1.97% and 1.96% in the second quarter and six-month periods ended June 30, 2013, respectively.

We receive floor plan assistance from certain manufacturers. Floor plan assistance received is capitalized in inventory and charged against cost of sales when the associated inventory is sold. We received approximately \$10.0 million and \$19.0 million of floor plan assistance in the second quarter and six-month periods ended June 30, 2014, respectively, and \$10.3 million and \$17.7 million in the second quarter and six-month periods ended June 30, 2013, respectively. We recognized manufacturer floor plan assistance in cost of sales for continuing operations of approximately \$9.6 million and \$18.4 million in the second quarter and six-month periods ended June 30, 2014, respectively, and \$9.7 million and \$17.8 million in the second quarter and six-month periods ended June 30, 2013, respectively. Interest payments under each of our floor plan facilities are due monthly and we are not required to make principal repayments prior to the sale of the vehicles.

Long-Term Debt and Credit Facilities

See Note 6, “Long-Term Debt,” to the accompanying Unaudited Condensed Consolidated Financial Statements for discussion of our long-term debt and credit facilities and compliance with debt covenants.

On July 23, 2014, we entered into an amendment to the 2011 Credit Facilities, which among other changes (i) extended the maturity to August 15, 2019 from a previous maturity date of August 15, 2016, (ii) increased by \$50.0 million the availability under the 2011 Revolving Credit Facility to \$225.0 million, and (iii) increased by \$195.0 million the availability under the 2011 Floor Plan Facilities to \$800.0 million, resulting in an aggregate increase of availability under the 2011 Credit Facilities of \$245.0 million.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Dealership Acquisitions and Dispositions

We acquired one luxury franchise during the six-month period ended June 30, 2014 for an aggregate purchase price of approximately \$2.6 million and disposed of three luxury franchises which generated net cash from disposition of approximately \$15.2 million.

Capital Expenditures

Our capital expenditures include the purchase of land and buildings, construction of new dealerships and collision repair centers, building improvements and equipment purchased for use in our dealerships. We selectively construct or improve new dealership facilities to maintain compliance with manufacturers' image requirements. We typically finance these projects through new mortgages, or, alternatively, through our credit facilities. We also fund these improvements through cash flows from operations.

Capital expenditures in the second quarter and six-month periods ended June 30, 2014 were approximately \$27.0 million and \$48.6 million, respectively. Of this amount, approximately \$11.3 million and \$18.5 million was related to facility construction projects in the second quarter and six-month periods ended June 30, 2014, respectively. Real estate acquisitions accounted for approximately \$6.4 million and \$9.7 million of capital expenditures in the projects in the second quarter and six-month periods ended June 30, 2014, and fixed assets utilized in our dealership operations accounted for the remaining \$9.3 million and \$20.4 million for the second quarter and six-month periods ended June 30, 2014, respectively.

All of the capital expenditures in the second quarter and six-month periods ended June 30, 2014, were funded through cash from operations and use of our credit facilities. In the six-month period ended June 30, 2014, we issued mortgages totaling approximately \$40.4 million on real estate purchased in prior periods. As of June 30, 2014, commitments for facilities construction projects totaled approximately \$43.2 million. We expect investments related to capital expenditures to be partly dependent upon our overall liquidity position and the availability of mortgage financing to fund significant capital projects.

Stock Repurchase Program

Our Board of Directors has authorized us to repurchase shares of our Class A Common Stock. Historically, we have used our share repurchase authorization to offset dilution caused by the exercise of stock options or the vesting of equity compensation awards and to maintain our desired capital structure. During the second quarter and six-month periods ended June 30, 2014, we repurchased approximately 0.1 million shares and 0.5 million shares, respectively, of our Class A Common Stock for approximately \$2.8 million and \$11.2 million, respectively, in open-market transactions and in connection with tax withholdings on the vesting of equity compensation awards. During the second quarter and six-month periods ended June 30, 2013, we repurchased approximately 0.2 million shares and 0.6 million shares, respectively, of our Class A Common Stock, for approximately \$5.0 million and \$14.2 million, respectively, in open-market transactions and in connection with tax withholdings on the vesting of equity compensation awards. As of June 30, 2014, our total remaining repurchase authorization was approximately \$121.4 million. Under our 2011 Credit Facilities, share repurchases are permitted to the extent that no event of default exists and we have the pro forma liquidity amount required by the repurchase test (as defined in the 2011 Credit Facilities) and the result of such test has been accepted by the administrative agent.

Our share repurchase activity is subject to the business judgment of our Board of Directors and management, taking into consideration our historical and projected results of operations, financial condition, cash flows, capital requirements, covenant compliance and economic and other factors considered relevant. These factors are considered each quarter and will be scrutinized as our Board of Directors and management determine our share repurchase policy in the future.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Dividends

During the second quarter ended June 30, 2014, our Board of Directors approved a cash dividend of \$0.025 per share on all outstanding shares of Class A and Class B Common Stock as of June 13, 2014 to be paid on July 15, 2014. Subsequent to June 30, 2014, our Board of Directors approved a cash dividend on all outstanding shares of Class A and Class B Common Stock of \$0.025 per share for stockholders of record on September 15, 2014 to be paid on October 15, 2014. Under our 2011 Credit Facilities, dividends are permitted to the extent that no event of default exists and we are in compliance with the financial covenants, including pro forma liquidity requirements, contained therein. The indentures governing our outstanding 5.0% Notes and 7.0% Notes contain restrictions on our ability to pay dividends. There is no guarantee that additional dividends will be declared and paid at any time in the future. See Note 6, "Long-Term Debt," to the accompanying Unaudited Condensed Consolidated Financial Statements for a description of restrictions on the payment of dividends.

Cash Flows

In the six-month period ended June 30, 2014, net cash provided by operating activities was approximately \$53.6 million. This provision of cash was comprised primarily of cash inflows related to operating profits, decreases in receivables and increases in notes payable – floor plan – trade, offset partially by increases in inventories and other assets. In the six-month period ended June 30, 2013, net cash provided by operating activities was approximately \$30.3 million. This provision of cash was comprised primarily of cash inflows related to operating profits, decreases in receivables and increases in notes payable – floor plan – trade, offset partially by increases in inventories.

Net cash used in investing activities in the six-month period ended June 30, 2014 was approximately \$19.6 million. This use of cash was primarily comprised of purchases of land, property and equipment, offset partially by proceeds from sales of dealerships. Net cash used in investing activities in the six-month period ended June 30, 2013 was approximately \$88.4 million. This use of cash was primarily comprised of purchases of land, property and equipment, including the purchase of dealership facilities that were previously leased.

Net cash used in financing activities in the six-month period ended June 30, 2014 was approximately \$34.1 million. This use of cash was primarily related to a decrease in notes payable – floor plan – non-trade and purchases of treasury stock, offset partially by proceeds from issuance of mortgage-related long-term debt. Net cash provided by financing activities in the six-month period ended June 30, 2013 was approximately \$57.9 million. This provision of cash was primarily related to proceeds from issuance of long-term debt, offset partially by repurchase of debt securities and purchases of treasury stock.

We arrange our inventory floor plan financing through both manufacturer captive finance companies and a syndicate of manufacturer captive finance companies and commercial banks. Our floor plan financed with manufacturer captives is recorded as trade floor plan liabilities (with the resulting change being reflected as operating cash flows). Our dealerships that obtain floor plan financing from a syndicate of manufacturer captives and commercial banks record their obligation as non-trade floor plan liabilities (with the resulting change being reflected as financing cash flows).

Due to the presentation differences for changes in trade floor plan and non-trade floor plan in the Unaudited Condensed Consolidated Statements of Cash Flows, decisions made by us to move dealership floor plan financing arrangements from one finance source to another may cause significant variations in operating and financing cash flows without affecting our overall liquidity, working capital or cash flow. Net cash used in combined trade and non-trade floor plan financing was approximately \$32.5 million in the six-month period ended June 30, 2014 and net cash provided was approximately \$9.6 million in the six-month period ended June 30, 2013. Accordingly, if all changes in floor plan notes payable were classified as an operating activity, the result would have been net cash used in operating activities of approximately \$2.0 million in the six-month period ended June 30, 2014 and net cash provided of approximately \$27.8 million in the six-month period ended June 30, 2013.

Guarantees and Indemnification Obligations

In connection with the operation and disposition of dealership franchises, we have entered into various guarantees and indemnification obligations. See Note 8, "Contingencies," to the accompanying Unaudited Condensed Consolidated Financial Statements. See also "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 12, "Commitments and Contingencies," of the Notes to Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2013.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Future Liquidity Outlook

We believe our best source of liquidity for operations and debt service remains cash flows generated from operations combined with our availability of borrowings under the 2011 Credit Facilities (or any replacements thereof), real estate mortgage financing, selected dealership and other asset sales and our ability to raise funds in the capital markets through offerings of debt or equity securities. Because the majority of our consolidated assets are held by our dealership subsidiaries, the majority of our cash flows from operations are generated by these subsidiaries. As a result, our cash flows and ability to service debt depends to a substantial degree on the results of operations of these subsidiaries and their ability to provide us with cash. We expect to generate sufficient cash flow to fund our debt service, working capital requirements and operating requirements for the next twelve months and for the foreseeable future.

Off-Balance Sheet Arrangements

See "Management's Discussion and Analysis of Financial Condition and Results of Operations – Off-Balance Sheet Arrangements" in our Annual Report on Form 10-K for the year ended December 31, 2013.

Seasonality

Our operations are subject to seasonal variations. The first quarter normally contributes less operating profit than the second, third and fourth quarters. Weather conditions, the timing of manufacturer incentive programs and model changeovers cause seasonality and may adversely affect vehicle demand, and consequently, our profitability. Comparatively, parts and service demand remains stable throughout the year.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

Item 3: Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk

Our variable rate floor plan facilities, 2011 Revolving Credit Facility borrowings and other variable rate notes expose us to risks caused by fluctuations in the applicable interest rates. The total outstanding balance of such variable instruments after considering the effect of our interest rate swaps (see below) was approximately \$910.9 million at June 30, 2014. A change of 100 basis points in the underlying interest rate would have caused a change in interest expense of approximately \$4.6 million in the six-month period ended June 30, 2014. Of the total change in interest expense, approximately \$4.3 million would have resulted from the floor plan facilities.

In addition to our variable rate debt, certain of our dealership lease facilities have monthly lease payments that fluctuate based on LIBOR interest rates. An increase in interest rates of 100 basis points would not have had a significant impact on rent expense in the second quarter and six-month periods ended June 30, 2014 due to the leases containing LIBOR floors which were above the LIBOR rate during the second quarter and six-month periods ended June 30, 2014.

We also have various cash flow swaps to effectively convert a portion of our LIBOR-based variable rate debt to a fixed rate. Under the terms of these cash flow swaps, interest rates reset monthly. The fair value of these swap positions at June 30, 2014 was a net liability of approximately \$14.9 million, with \$10.5 million included in other accrued liabilities and \$5.9 million included in other long-term liabilities, offset partially by an asset of approximately \$1.5 million included in other assets in the accompanying Unaudited Condensed Consolidated Balance Sheets. Under the terms of these cash flow swaps, Sonic will receive and pay interest based on the following:

| Notional Amount (In millions) | Pay Rate | Receive Rate (1) | Maturing Date |
|----------------------------------|----------|-------------------------|--------------------|
| \$ 2.9 | 7.100% | one-month LIBOR + 1.50% | July 10, 2017 |
| \$ 9.0 | 4.655% | one-month LIBOR | December 10, 2017 |
| \$ 7.6 (2) | 6.860% | one-month LIBOR + 1.25% | August 1, 2017 |
| \$ 100.0 | 3.280% | one-month LIBOR | July 1, 2015 |
| \$ 100.0 | 3.300% | one-month LIBOR | July 1, 2015 |
| \$ 6.5 (2) | 6.410% | one-month LIBOR + 1.25% | September 12, 2017 |
| \$ 50.0 | 2.767% | one-month LIBOR | July 1, 2014 |
| \$ 50.0 | 3.240% | one-month LIBOR | July 1, 2015 |
| \$ 50.0 | 2.610% | one-month LIBOR | July 1, 2014 |
| \$ 50.0 | 3.070% | one-month LIBOR | July 1, 2015 |
| \$ 100.0 (3) | 2.065% | one-month LIBOR | June 30, 2017 |
| \$ 100.0 (3) | 2.015% | one-month LIBOR | June 30, 2017 |
| \$ 200.0 (3) | 0.788% | one-month LIBOR | July 1, 2016 |
| \$ 50.0 (4) | 1.320% | one-month LIBOR | July 1, 2017 |
| \$ 250.0 (5) | 1.887% | one-month LIBOR | June 30, 2018 |
| \$ 25.0 (4) | 2.080% | one-month LIBOR | July 1, 2017 |
| \$ 100.0 (3) | 1.560% | one-month LIBOR | July 1, 2017 |

- (1) The one-month LIBOR rate was 0.152% at June 30, 2014.
- (2) Changes in fair value are recorded through earnings.
- (3) The effective date of these forward-starting swaps is July 1, 2015.
- (4) The effective date of these forward-starting swaps is July 1, 2016.
- (5) The effective date of these forward-starting swaps is July 3, 2017.

Foreign Currency Risk

We purchase certain of our new vehicle and parts inventories from foreign manufacturers. Although we purchase our inventories in U.S. Dollars, our business is subject to foreign exchange rate risk that may influence automobile manufacturers' ability to provide their products at competitive prices in the United States. To the extent that we cannot recapture this volatility in prices charged to customers or if this volatility negatively impacts consumer demand for our products, this volatility could adversely affect our future operating results.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

Item 4: Controls and Procedures.

Disclosure Controls and Procedures – Under the supervision and with the participation of our management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), we evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of June 30, 2014. Based upon that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2014.

Changes in Internal Control over Financial Reporting – There has been no change in our internal control over financial reporting during the second quarter ended June 30, 2014, that has materially affected, or is reasonably likely to materially affect our internal control over financial reporting.

Because of its inherent limitations, internal control over financial reporting can provide only reasonable assurance that the objectives of the control system are met and may not prevent or detect misstatements. In addition, any evaluation of the effectiveness of internal controls over financial reporting in future periods is subject to risk that those internal controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

PART II – OTHER INFORMATION

Item 1A: Risk Factors

In addition to the information set forth in this Form 10-Q, you should carefully consider the risk factors discussed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2013, which could materially affect our business, financial condition or future results.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

Item 2: Unregistered Sales of Equity Securities and Use of Proceeds

The following table sets forth information about the shares of Class A Common Stock we repurchased during the second quarter ended June 30, 2014:

| | Total Number of Shares Purchased (1) | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2) | Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs |
|------------|---|------------------------------------|--|--|
| | (In thousands, except per share data) | | | |
| April 2014 | 120 | \$ 22.96 | 120 | \$ 121,378 |
| May 2014 | — | — | — | 121,378 |
| June 2014 | — | — | — | 121,378 |
| Total | 120 | \$ 22.96 | 120 | \$ 121,378 |

- (1) All shares repurchased were part of publicly announced share repurchase programs.
(2) Our active publicly announced Class A common stock repurchase authorization plans and current remaining availability are as follows:

| | (amounts in thousands) |
|--|------------------------|
| July 2012 authorization | \$ 100,000 |
| February 2013 authorization | 100,000 |
| Total active plan repurchases prior to June 30, 2014 | (78,622) |
| Current remaining availability as of June 30, 2014 | <u>\$ 121,378</u> |

See Note 6, “Long-term Debt,” to the accompanying Unaudited Condensed Consolidated Financial Statements and Item 2: “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for additional discussion of restrictions on share repurchases and payment of dividends.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

Item 6: Exhibits.

(a) Exhibits:

| <u>Exhibit No.</u> | <u>Description</u> |
|------------------------|---|
| 10.1 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Incentive Stock Option Agreement. (1) |
| 10.2 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Nonstatutory Stock Option Agreement. (1) |
| 10.3 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Performance-Based Restricted Stock Agreement. (1) |
| 10.4 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Performance-Based Restricted Stock Unit Agreement. (1) |
| 10.5 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Restricted Stock Agreement. (1) |
| 10.6 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Restricted Stock Unit Agreement. (1) |
| 10.7 | Sonic Automotive, Inc. 2012 Stock Incentive Plan Form of Stock Appreciation Rights Agreement. (1) |
| 31.1 | Certification of Principal Financial Officer pursuant to Rule 13a-14(a) |
| 31.2 | Certification of Principal Executive Officer pursuant to Rule 13a-14(a) |
| 32.1 | Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 32.2 | Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 101.INS | XBRL Instance Document |
| 101.SCH | XBRL Taxonomy Extension Schema Document |
| 101.CAL | XBRL Taxonomy Extension Calculation Linkbase Document |
| 101.DEF | XBRL Taxonomy Definition Linkbase Document |
| 101.LAB | XBRL Taxonomy Extension Label Linkbase Document |
| 101.PRE | XBRL Taxonomy Extension Presentation Linkbase Document |

(1) Indicates a management contract or compensatory plan or arrangement.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

Forward-looking Statements

This Quarterly Report on Form 10-Q contains, and written or oral statements made from time to time by us or by our authorized officers may contain, “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements address our future objectives, plans and goals, as well as our intent, beliefs and current expectations regarding future operating performance, results and events, and can generally be identified by words such as “may,” “will,” “should,” “believe,” “expect,” “anticipate,” “intend,” “plan,” “foresee” and other similar words or phrases.

These forward-looking statements are based on our current estimates and assumptions and involve various risks and uncertainties. As a result, you are cautioned that these forward-looking statements are not guarantees of future performance, and that actual results could differ materially from those projected in these forward-looking statements. Factors which may cause actual results to differ materially from our projections include those risks described in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2013 and elsewhere in this report, as well as:

- the number of new and used cars sold in the United States as compared to our expectations and the expectations of the market;
- our ability to generate sufficient cash flows or obtain additional financing to fund capital expenditures, our share repurchase program, dividends on our Common Stock, acquisitions and general operating activities;
- our business and growth strategies, including references to our stand-alone pre-owned store initiative and One Sonic-One Experience initiative;
- the reputation and financial condition of vehicle manufacturers whose brands we represent, the financial incentives vehicle manufacturers offer and their ability to design, manufacture, deliver and market their vehicles successfully;
- our relationships with manufacturers, which may affect our ability to obtain desirable new vehicle models in inventory or complete additional acquisitions;
- adverse resolutions of one or more significant legal proceedings against us or our dealerships;
- changes in laws and regulations governing the operation of automobile franchises, accounting standards, taxation requirements and environmental laws;
- general economic conditions in the markets in which we operate, including fluctuations in interest rates, employment levels, the level of consumer spending and consumer credit availability;
- high competition in the automotive retailing industry, which not only creates pricing pressures on the products and services we offer, but also on businesses we may seek to acquire;
- our ability to successfully integrate potential future acquisitions; and
- the rate and timing of overall economic recovery or decline.

These forward-looking statements speak only as of the date of this report or when made, and we undertake no obligation to revise or update these statements to reflect subsequent events or circumstances.

SONIC AUTOMOTIVE, INC. AND SUBSIDIARIES

EXHIBIT INDEX

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| 101.PRE | XBRL Taxonomy Extension Presentation Linkbase Document |

(1) Indicates a management contract or compensatory plan or arrangement.

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

INCENTIVE STOCK OPTION AGREEMENT

This Incentive Stock Option Agreement is entered into as of **<Date Granted>** between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and **<Name>** (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan pursuant to which the Company may, from time to time, grant stock options to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant an incentive stock option (the "Option") to purchase shares of the Company's Class A Common Stock pursuant to the terms and conditions of this Nonstatutory Stock Option Agreement (the "Option Agreement") and the Plan[, and which Option also is in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this Option Agreement (unless such Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

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

1. **Definitions.** For purposes of this Option Agreement, the following terms have the meanings set forth in the Plan, as generally defined below. Capitalized terms not otherwise defined in this Option Agreement have the meanings indicated in the Plan.

(a) "*Cause*" means any act(s) or omission(s) that result in, or that have the effect of resulting in, (i) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (ii) a material violation of the Participant's responsibilities; (iii) the Participant's gross negligence or willful misconduct; or (iv) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(b) "*Committee*" means the Compensation Committee of the Company's Board of Directors or such other committee that is designated by the Board of Directors to administer the Plan. In the event that no such Committee exists or is appointed, "*Committee*" refers to the Company's Board of Directors.

(c) "*Common Stock*" means the Class A Common Stock, par value \$.01 per share, of the Company.

(d) “*Disability*” means the permanent and total disability of the Participant, determined in accordance with the Plan.

(e) “*Involuntary Termination Without Cause*” means the dismissal of, or the request for the resignation of, the Participant either (i) 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 actions or omissions that would constitute Cause; or (ii) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company’s Board of Directors, for any reason other than for Cause.

(f) “*Option*” means the option to purchase shares of Common Stock granted to the Participant pursuant to this Option Agreement.

(g) “*Option Agreement*” means this Incentive Stock Option Agreement between the Company and the Participant.

(h) “*Option Period*” means the period beginning on the date of this Option Agreement and ending at the close of business<*insert number of years – no more than ten years (or five years in the case of a “10% Stockholder”)*> years from the date of this Option Agreement.

(i) “*Participant*” means the person to whom the Option is granted and, as applicable, the estate, personal representative, or beneficiary to whom the Option may be transferred pursuant to this Option Agreement by will or the laws of descent and distribution.

(j) “*Plan*” means the Sonic Automotive, Inc. 2012 Stock Incentive Plan, as amended from time to time.

(k) “*Subsidiary*” means a corporation, partnership, limited liability company, joint venture or other entity in which the Company directly or indirectly controls more than 50% of the voting power or equity or profits interests.

(l) “*Termination of Service*” means the termination of the Participant’s service with the Company and its Subsidiaries. A Participant generally shall be considered to have incurred a Termination of Service if his or her employer ceases to be a Subsidiary. All determinations relating to whether the Participant has incurred a Termination of Service and the effect thereof shall be made by the Committee, including whether a leave of absence shall constitute a Termination of Service, subject to applicable law.

2. Grant of Option. Subject to the terms and conditions set forth in this Option Agreement and the Plan [and to the Participant’s entering into the Restrictive Covenants and Confidentiality Agreement], the Company hereby grants to the Participant the Option to purchase from the Company, at an exercise price of \$ _____ per share, up to but not exceeding in the aggregate <number> shares of Common Stock. [Notwithstanding the foregoing, if the Participant has previously executed and delivered to the Company a Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to the grant of this Option.] The Option shall terminate at the expiration of the Option Period, unless the Option terminates earlier pursuant to this Option Agreement.

3. **ISO Status and Limitation.** The Option granted hereunder is intended to be an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”). However, if the aggregate fair market value of the shares of Common Stock (determined based on the value at the grant date) with respect to which the Option plus all other incentive stock options granted to the Participant (under all stock option plans of the Company and its parent and subsidiary corporations) are exercisable for the first time during any calendar year exceeds \$100,000 (or such other limit that may apply under Section 422 of the Code), then the portion of the Option attributable to the shares with an aggregate fair market value in excess of such limit (determined in accordance with applicable rules under the Code) shall be treated as a nonstatutory stock option.

4. **Exercise of Option.** Subject to termination of the Option, the Option may be exercised in accordance with the following:

(a) The Option shall vest *<insert vesting schedule>*. Vesting on any such date is subject to the Participant’s continued service with the Company and its Subsidiaries through such date.

(b) The Option will become fully vested and exercisable in connection with a “Change in Control” (as defined in the Plan).

(c) To the extent vested, the Option generally will be exercisable until the expiration of the Option Period or earlier termination of the Option.

(d) No less than 100 shares of Common Stock may be purchased at any time unless the number of shares purchased at such time is the total number of shares for which the Option is then exercisable. Only whole shares of Common Stock may be purchased. Fractional shares will not be issued.

(e) The Participant may exercise the Option, to the extent vested and exercisable, by the delivery to the Company (or its designated representative) of a written notice of exercise (in the form and manner directed by the Company or its delegate) specifying the number of shares of Common Stock with respect to which the Option is to be exercised, accompanied by the aggregate exercise price for the shares of Common Stock and payment of, or provision for, all applicable withholding taxes (pursuant to Section 5 below). Unless otherwise provided by the Committee, the aggregate exercise price shall be payable to the Company in full (i) in cash or cash equivalents acceptable to the Company, (ii) subject to applicable law, by tendering previously acquired shares of Common Stock (or delivering a certification of ownership of such shares) having an aggregate fair market value at the time of exercise equal to the total exercise price (provided that the shares of Common Stock either were purchased on the open market or have been held by the Participant for a period of at least six months (unless such six-month period is waived by the Committee)), (iii) subject to applicable law and applicable rules and procedures, by means of a “cashless exercise” facilitated by a securities broker approved by the Company through the irrevocable direction to sell all or part of the shares of

Common Stock being purchased and to deliver the Option Price (and any applicable withholding taxes) to the Company, (iv) if approved by the Committee and subject to applicable law, by means of a "net share settlement" procedure, or (v) a combination of the foregoing. The Participant understands and acknowledges that the Participant may lose some or all of the federal income tax advantages associated with an "incentive stock option" if the Participant does not pay the Option Price with cash or cash equivalents.

(f) The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

(g) The Participant agrees to notify the General Counsel of the Company in writing within fifteen days if the Participant disposes of any shares of Common Stock acquired pursuant to the Option within either two years of the date of grant of the Option or one year of the date the Participant exercised the Option with respect to such shares of Common Stock. At any time during such periods, the Company may place a legend or legends on any certificate(s) representing such shares of Common Stock requiring notification to the Company of any such transfers. The obligation of the Participant to notify the General Counsel of the Company of any such transfer shall continue even if a legend is placed on the applicable share certificate.

5. Payment of Withholding Taxes. Upon the Participant's exercise of his or her Option with respect to any of the covered shares of Common Stock, the Participant shall pay or make provision for payment to the Company, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local tax and other withholding requirements that may arise in connection with or be due upon such exercise. The determination of the withholding amounts due shall be made by the Company and its Subsidiaries and shall be binding upon the Participant. If the amount requested is not paid, the Company may refuse to issue the Common Stock. Nothing in this Section shall be construed to impose on the Company and its Subsidiaries a duty to withhold where applicable law does not require such withholding.

THE PARTICIPANT ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE PARTICIPANT THAT MAY ARISE IN CONNECTION WITH THE OPTION AND ITS EXERCISE.

6. Termination of Service. If the Participant incurs a Termination of Service prior to the expiration of the Option Period, the Option shall terminate except as provided below:

(a) The Option shall terminate sixty (60) days from the Participant's Termination of Service for any reason other than Cause, death, Disability or Involuntary Termination Without Cause.

(b) The Option shall terminate ninety (90) days from the Participant's Involuntary Termination Without Cause.

(c) The Option shall terminate one (1) year from the Participant's Termination of Service due to the Participant's Disability.

(d) The Option shall terminate one (1) year from the Participant's death if it caused the Participant's Termination of Service or occurred during the exercise period following Termination of Service described in subsection (a), (b) or (c) above.

(e) The Option shall terminate immediately upon the Participant's Termination of Service for Cause.

In the event the Option remains exercisable for a period of time following Termination of Service as described above, the Option may be exercised during such period of time only to the same extent the Option was vested and exercisable on the date of the Participant's Termination of Service. Notwithstanding any extended exercise period following a Termination of Service, the Option will terminate earlier upon the expiration of the Option Period.

The Participant understands and acknowledges that, to obtain the federal income tax advantages associated with an "incentive stock option," the Code requires that at all times beginning on the grant date of the Option and ending on the day three months before the date of the Option's exercise, the Participant must be an employee of the Company or a parent or subsidiary corporation of the Company, except in the event of the Participant's death or Disability. The Company has provided for extended exercisability of the Option under certain circumstances, but the Option will not necessarily be treated as an "incentive stock option" if, after employment terminates, the Participant continues to provide services to the Company or a Subsidiary as a consultant or as an employee of a non-corporate subsidiary or under certain other circumstances that may affect the status of the Option as an "incentive stock option" (for example, the exercise of the Option more than three months after the Participant's employment terminates).

7. Transferability. The Option is not transferable by the Participant other than by will or the laws of descent and distribution. No assignment, pledge or transfer of the Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall be effective; but immediately upon any such attempt to assign, pledge or transfer the Option, the Option shall terminate and be of no further force or effect.

8. Company Policies. The Option and the exercise thereof are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Option, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

9. Restrictive Covenants. In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries, including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable),

then (a) to the extent still outstanding, the Option shall immediately terminate upon such violation and (b) the Participant shall be required to immediately pay the Company an amount equal to the Participant's gain associated with the exercise of all or any part of the Option both after such violation and within two (2) years prior to such violation, with such gain being determined based on the excess of the fair market value of the Common Stock at exercise over the exercise price, without regard to any subsequent increase or decrease in the value of the Common Stock. The Company and its Subsidiaries shall have the right to offset such gain against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Code, as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company's or its Subsidiaries' remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

10. **Rights as Stockholder.** The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying the Option until the Participant shall have become the holder of record of such Common Stock following exercise of the Option. Subject to Section 11 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Participant shall have become the holder of record of the shares of Common Stock acquired pursuant to the Option.

11. **Adjustments.** Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made by the Committee to prevent the dilution or enlargement of rights, including adjustments to the number of shares of Common Stock covered by the Option and the applicable exercise price per share, as provided in the Plan. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Option does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

12. **Securities Laws.** 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 Participant upon exercise of the Option unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or "blue sky" laws. Nothing in this Option

Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Option Agreement.

13. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the Option) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the Option. By accepting the Option, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Option and the Participant's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

14. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Option Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Option Agreement shall be final, binding and conclusive on all parties affected thereby.

15. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to applicable transfer restrictions applicable to the Participant, this Option Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Option Agreement.

(b) **No Employment Rights.** Nothing contained in this Option Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

(c) **Entire Agreement.** This Option Agreement together with the Plan constitute the entire agreement of the parties with respect to the Option and supersede 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.

(d) Amendment. Except as otherwise provided in the Plan, 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 agreed to by each of the parties hereto or their respective successors and assigns.

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

(f) Notices. Except as otherwise provided in Section 4, all notices required and permitted to be given hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(g) Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Option Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this Option Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Participant acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Option and participation in the Plan (including, without limitation, this Option Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Option Agreement electronically, the Participant agrees to be bound by all terms and provisions of this Option Agreement and the Plan.

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

SONIC AUTOMOTIVE, INC.

PARTICIPANT: <NAME>

By: _____
Title: _____

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

NONSTATUTORY STOCK OPTION AGREEMENT

This Nonstatutory Stock Option Agreement is entered into as of <Date Granted> between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and <Name> (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan pursuant to which the Company may, from time to time, grant stock options to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant a nonstatutory stock option (the "Option") to purchase shares of the Company's Class A Common Stock pursuant to the terms and conditions of this Nonstatutory Stock Option Agreement (the "Option Agreement") and the Plan[, and which Option also is in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this Option Agreement (unless such Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

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

1. **Definitions.** For purposes of this Option Agreement, the following terms have the meanings set forth in the Plan, as generally defined below. Capitalized terms not otherwise defined in this Option Agreement have the meanings indicated in the Plan.

(a) "*Cause*" means any act(s) or omission(s) that result in, or that have the effect of resulting in, (i) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (ii) a material violation of the Participant's responsibilities; (iii) the Participant's gross negligence or willful misconduct; or (iv) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(b) "*Committee*" means the Compensation Committee of the Company's Board of Directors or such other committee that is designated by the Board of Directors to administer the Plan. In the event that no such Committee exists or is appointed, "*Committee*" refers to the Company's Board of Directors.

(c) "*Common Stock*" means the Class A Common Stock, par value \$.01 per share, of the Company.

(d) “*Disability*” means the permanent and total disability of the Participant, determined in accordance with the Plan.

(e) “*Family Member*” means the Participant’s child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, or any person sharing the Participant’s household (other than a tenant or employee).

(f) “*Involuntary Termination Without Cause*” means the dismissal of, or the request for the resignation of, the Participant either (i) 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 actions or omissions that would constitute Cause; or (ii) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company’s Board of Directors, for any reason other than for Cause.

(g) “*Option*” means the option to purchase shares of Common Stock granted to the Participant pursuant to this Option Agreement.

(h) “*Option Agreement*” means this Nonstatutory Stock Option Agreement between the Company and the Participant.

(i) “*Option Period*” means the period beginning on the date of this Option Agreement and ending at the close of business ~~insert number of years – no more than ten years~~ years from the date of this Option Agreement.

(j) “*Participant*” means the person to whom the Option is granted and, as applicable, the estate, personal representative, beneficiary or Permitted Transferee to whom the Option may be transferred pursuant to this Option Agreement by will or the laws of descent and distribution, or as otherwise permitted by the Plan.

(k) “*Permitted Transferee*” means a Family Member, a trust in which Family Members have more than fifty percent (50%) of the beneficial interest, a foundation in which Family Members (or the Participant) control the management of assets, and any other entity in which Family Members (or the Participant) own more than fifty percent (50%) of the voting interests.

(l) “*Plan*” means the Sonic Automotive, Inc. 2012 Stock Incentive Plan, as amended from time to time.

(m) “*Subsidiary*” means a corporation, partnership, limited liability company, joint venture or other entity in which the Company directly or indirectly controls more than 50% of the voting power or equity or profits interests.

(n) “*Termination of Service*” means the termination of the Participant’s service with the Company and its Subsidiaries. A Participant generally shall be considered to have incurred a Termination of Service if his or her employer ceases to be a Subsidiary. All

determinations relating to whether the Participant has incurred a Termination of Service and the effect thereof shall be made by the Committee, including whether a leave of absence shall constitute a Termination of Service, subject to applicable law.

2. **Grant of Option.** Subject to the terms and conditions set forth in this Option Agreement and the Plan [and to the Participant's entering into the Restrictive Covenants and Confidentiality Agreement], the Company hereby grants to the Participant the Option to purchase from the Company, at an exercise price of \$ _____ per share, up to but not exceeding in the aggregate <number> shares of Common Stock. [Notwithstanding the foregoing, if the Participant has previously executed and delivered to the Company a Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to the grant of this Option.] The Option shall terminate at the expiration of the Option Period, unless the Option terminates earlier pursuant to this Option Agreement.

3. **Exercise of Option.** Subject to termination of the Option, the Option may be exercised in accordance with the following:

(a) The Option shall vest <insert vesting schedule>. Vesting on any such date is subject to the Participant's continued service with the Company and its Subsidiaries through such date.

(b) The Option will become fully vested and exercisable in connection with a "Change in Control" (as defined in the Plan).

(c) To the extent vested, the Option generally will be exercisable until the expiration of the Option Period or earlier termination of the Option.

(d) No less than 100 shares of Common Stock may be purchased at any time unless the number of shares purchased at such time is the total number of shares for which the Option is then exercisable. Only whole shares of Common Stock may be purchased. Fractional shares will not be issued.

(e) The Participant may exercise the Option, to the extent vested and exercisable, by the delivery to the Company (or its designated representative) of a written notice of exercise (in the form and manner directed by the Company or its delegate) specifying the number of shares of Common Stock with respect to which the Option is to be exercised, accompanied by the aggregate exercise price for the shares of Common Stock and payment of, or provision for, all applicable withholding taxes (pursuant to Section 4 below). Unless otherwise provided by the Committee, the aggregate exercise price shall be payable to the Company in full (i) in cash or cash equivalents acceptable to the Company, (ii) subject to applicable law, by tendering previously acquired shares of Common Stock (or delivering a certification of ownership of such shares) having an aggregate fair market value at the time of exercise equal to the total exercise price (provided that the shares of Common Stock either were purchased on the open market or have been held by the Participant for a period of at least six months (unless such six-month period is waived by the Committee)), (iii) subject to applicable law and applicable rules and procedures, by means of a "cashless exercise" facilitated by a securities broker

approved by the Company through the irrevocable direction to sell all or part of the shares of Common Stock being purchased and to deliver the Option Price (and any applicable withholding taxes) to the Company, (iv) if approved by the Committee and subject to applicable law, by means of a "net share settlement" procedure, or (v) a combination of the foregoing.

(f) The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

4. Payment of Withholding Taxes. Upon the Participant's exercise of his or her Option with respect to any of the covered shares of Common Stock, the Participant shall pay or make provision for payment to the Company, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to the Committee and permissible under the Plan (including through a "cashless exercise" as described in Section 3(e) above), the amount necessary to satisfy any federal, state or local tax and other withholding requirements that may arise in connection with or be due upon such exercise. The determination of the withholding amounts due shall be made by the Company and its Subsidiaries and shall be binding upon the Participant. If the amount requested is not paid, the Company may refuse to issue the Common Stock. Nothing in this Section shall be construed to impose on the Company and its Subsidiaries a duty to withhold where applicable law does not require such withholding.

THE PARTICIPANT ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE PARTICIPANT THAT MAY ARISE IN CONNECTION WITH THE OPTION AND ITS EXERCISE.

5. Termination of Service. If the Participant incurs a Termination of Service prior to the expiration of the Option Period, the Option shall terminate except as provided below:

(a) The Option shall terminate sixty (60) days from the Participant's Termination of Service for any reason other than Cause, death, Disability or Involuntary Termination Without Cause.

(b) The Option shall terminate ninety (90) days from the Participant's Involuntary Termination Without Cause.

(c) The Option shall terminate one (1) year from the Participant's Termination of Service due to the Participant's Disability.

(d) The Option shall terminate one (1) year from the Participant's death if it caused the Participant's Termination of Service or occurred during the exercise period following Termination of Service described in subsection (a), (b) or (c) above.

(e) The Option shall terminate immediately upon the Participant's Termination of Service for Cause.

In the event the Option remains exercisable for a period of time following Termination of Service as described above, the Option may be exercised during such period of time only to the

same extent the Option was vested and exercisable on the date of the Participant's Termination of Service. Notwithstanding any extended exercise period following a Termination of Service, the Option will terminate earlier upon the expiration of the Option Period.

6. **Transferability.** The Option is not transferable by the Participant other than (a) by will or the laws of descent and distribution or (b) by transfer for no consideration to a Permitted Transferee. In the case of a transfer pursuant to (b) above, the Committee must be notified in advance in writing of the terms of any proposed transfer to a Permitted Transferee and such transfers may occur only with the consent of and subject to the rules and conditions imposed by the Committee. The transferred Option shall continue to be subject to the same terms and conditions in the hands of the Permitted Transferee as were applicable immediately prior to the transfer (including the provisions of the Plan and this Option Agreement relating to the expiration or termination of the Option). No assignment, pledge or transfer of the Option, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall be effective; but immediately upon any such attempt to assign, pledge or transfer the Option, the Option shall terminate and be of no further force or effect.

7. **Company Policies.** The Option and the exercise thereof are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Option, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

8. **Restrictive Covenants.** In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries, including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable), then (a) to the extent still outstanding, the Option shall immediately terminate upon such violation and (b) the Participant shall be required to immediately pay the Company an amount equal to the Participant's gain associated with the exercise of all or any part of the Option both after such violation and within two (2) years prior to such violation, with such gain being determined based on the excess of the fair market value of the Common Stock at exercise over the exercise price, without regard to any subsequent increase or decrease in the value of the Common Stock. The Company and its Subsidiaries shall have the right to offset such gain against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Code, as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company's or its Subsidiaries' remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

9. **Rights as Stockholder.** The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying the Option until the Participant shall have become the holder of record of such Common Stock following exercise of the Option. Subject to Section 10 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Participant shall have become the holder of record of the shares of Common Stock acquired pursuant to the Option.

10. **Adjustments.** Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made by the Committee to prevent the dilution or enlargement of rights, including adjustments to the number of shares of Common Stock covered by the Option and the applicable exercise price per share, as provided in the Plan. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Option does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

11. **Securities Laws.** 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 Participant upon exercise of the Option unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or "blue sky" laws. Nothing in this Option Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Option Agreement.

12. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the Option) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the Option. By accepting the Option, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Option and the Participant's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

13. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Option Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this Option Agreement shall be final, binding and conclusive on all parties affected thereby.

14. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to applicable transfer restrictions applicable to the Participant, this Option Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Option Agreement.

(b) **No Employment Rights.** Nothing contained in this Option Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

(c) **Entire Agreement.** This Option Agreement together with the Plan constitute the entire agreement of the parties with respect to the Option and supersede 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.

(d) **Amendment.** Except as otherwise provided in the Plan, 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 agreed to by each of the parties hereto or their respective successors and assigns.

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

(f) **Notices.** Except as otherwise provided in Section 3, all notices required and permitted to be given hereunder shall be in writing and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(g) Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Option Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this Option Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Participant acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Option and participation in the Plan (including, without limitation, this Option Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Option Agreement electronically, the Participant agrees to be bound by all terms and provisions of this Option Agreement and the Plan.

(j) Not an Incentive Stock Option. The Option granted by this Option Agreement is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

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

SONIC AUTOMOTIVE, INC.

PARTICIPANT: <NAME>

By: _____

Title: _____

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

PERFORMANCE-BASED RESTRICTED STOCK AGREEMENT

This Performance-Based Restricted Stock Agreement (the "Restricted Stock Agreement") is entered into as of <Date Granted> (the "Grant Date") between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and <Name> (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan (the "Plan"), pursuant to which the Company may, from time to time, make grants of restricted shares of the Company's Common Class A Stock, par value \$.01 per share (the "Common Stock"), to eligible employees and other individuals providing services to the Company and its Subsidiaries (as defined in the Plan); and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant restricted shares of the Company's Common Stock pursuant to the terms and conditions of the Plan and this Restricted Stock Agreement[, and which grant of restricted Common Stock also is in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this Restricted Stock Agreement (unless such a Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

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

1. **Grant of Restricted Stock.** In consideration for the Participant's service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Agreement and the Plan, the Company hereby grants to the Participant () restricted shares of Common Stock (the "Target Grant"). As used in this Restricted Stock Agreement, the term "Restricted Stock" refers to the Target Grant or the Adjusted Grant (defined in Section 2 below), as applicable.

[This grant of Restricted Stock also is subject to the Participant's entering into the accompanying Restrictive Covenants and Confidentiality Agreement. If the Participant has previously executed and delivered to the Company the Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to this grant of Restricted Stock.]

2. **Performance Condition(s).** The Target Grant shall be subject to forfeiture based on <insert performance-based criteria>. The "Adjusted Grant" is the number of shares of Restricted Stock that shall remain outstanding (but still subject to forfeiture as provided in Section 3 below and as provided elsewhere in the Restricted Stock Agreement and the Plan).

3. **Vesting Conditions.** Except as otherwise provided below in Section 4 or elsewhere in this Restricted Stock Agreement, the Adjusted Grant shall vest <insert vesting schedule>. Vesting on any such date is subject to the Participant's continued service with the Company and its Subsidiaries through such date and subject to the other terms of this Restricted Stock Agreement.

4. *Termination of Service.*

(a) Involuntary Termination Without Cause. If the Participant incurs an Involuntary Termination Without Cause prior to *[full vesting date]*, the Adjusted Grant shall become fully vested (to the extent not yet vested) on the later of (i) the date of such termination or (ii) the date that the Compensation Committee certifies that the performance conditions in Section 2 have been met.

(b) Death or Disability. In the event of the Participant's death or Disability prior to *[full vesting date]* and prior to any Termination of Service, the Adjusted Grant shall become fully vested (to the extent not yet vested) on the later of (i) the date of such death or Disability or (ii) the date that the Compensation Committee certifies that the performance conditions in Section 2 have been met.

(c) Termination For Cause and Other Termination of Employment. If the Participant incurs a Termination of Service for Cause or for any other reason not specifically addressed above (including voluntary resignation), all unvested Restricted Stock (whether under the Target Grant or the Adjusted Grant) shall be immediately and automatically forfeited by the Participant.

(d) Definitions. For purposes of this Restricted Stock Agreement, the following terms have the definitions indicated:

(i) "*Cause*" means 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, (A) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (B) a material violation of the Participant's responsibilities; (C) the Participant's gross negligence or willful misconduct; or (D) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(ii) "*Disability*" means that the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months: (A) unable to engage in any substantial gainful activity, or (B) receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

(iii) "*Involuntary Termination Without Cause*" means a Termination of Service due to the dismissal of, or the request for the resignation of, the Participant either (A) 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 actions or omissions that would constitute Cause; or (B) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company's Board of Directors, for any reason other than for Cause.

(iv) “*Termination of Service*” has the meaning given to such term under the Plan.

[*Replace/revise foregoing with alternative or different terms as determined by the Committee in accordance with Plan terms*]

5. **Restrictions on Transferability.** The Participant may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock in any manner to the extent it remains unvested. No assignment, pledge or transfer of the unvested Restricted Stock, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock, the Restricted Stock shall be forfeited.

6. **Company Policies.** The Restricted Stock is subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

7. **Restrictive Covenants.** In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit, no-hire or other restrictive covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries, including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable), then (a) any unvested shares of Restricted Stock and any vested shares of Common Stock that have not yet been delivered to the Participant shall be immediately and automatically forfeited and rescinded upon such violation and (b) if any other shares of Restricted Stock have vested after such violation or within two (2) years prior to such violation, then (without regard to tax consequences) the Participant agrees to return such shares of Common Stock to the Company or if the Participant has sold or disposed of such shares, the Participant agrees to immediately pay the Company an amount equal to the fair market value of such shares at the time of such sale or disposition. Subject to applicable law, the Company and its Subsidiaries shall have the right to offset such payment amount against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company’s or its Subsidiaries’ remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

8. **Forfeiture Procedures.** In the event of any forfeiture of any shares of Restricted Stock, such forfeiture shall be automatic and without further act or deed by the Participant.

Notwithstanding the foregoing, if requested by the Company (or its agent), the Participant shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

9. **Tax Matters (Withholding and 83(b) Elections).** The Participant shall pay or make provision for payment to the Company or a Subsidiary, as applicable, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock (including, without limitation, vesting events and the payment of dividends). If other satisfactory withholding arrangements have not been made and unless otherwise provided by the Committee, the Company shall retain and withhold from the Common Stock otherwise deliverable to the Participant upon vesting of the Restricted Stock such number of shares with a fair market value sufficient to satisfy the statutory minimum required withholding amount and any remaining amount shall be otherwise satisfied as described above. The determination of the withholding amounts due shall be made by the Company and/or its Subsidiaries and shall be binding upon the Participant. The Company shall not be required to deliver, or release the restrictions on transfer of, such shares of Common Stock unless the Participant has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

The Participant acknowledges that the Participant is responsible for and is advised to consult with the Participant's own tax advisors regarding the tax consequences to the Participant that may arise in connection with the Restricted Stock, including the decision to make and timely file, and the consequences of, any election under Section 83(b) of the Code. The Participant also shall timely deliver a copy of any such Section 83(b) filing to the Company.

10. **Book-Entry Form.** The shares of Restricted Stock generally shall be evidenced in book-entry or similar form and maintained by or on behalf of the Company in such form. In such case, no stock certificates shall be issued and the applicable restrictions will be noted in the records of the Company and its transfer agent. Notwithstanding the foregoing, in the discretion of the Company, a certificate or certificates representing the Restricted Stock may be registered in the name of the Participant and held in escrow or other custody by or on behalf of the Company. In either case, each certificate or book-entry record may bear such legends as the Company deems appropriate to reflect the applicable terms and conditions upon the Restricted Stock.

11. **Rights as Stockholder.** Notwithstanding the foregoing vesting and transfer restrictions that apply to the Restricted Stock, but subject to the terms of this Restricted Stock Agreement and the Plan, the Participant generally shall otherwise have the beneficial ownership of the Restricted Stock and shall be entitled to exercise the rights and privileges of a stockholder with respect to the Restricted Stock, including the right to receive dividends (if any) paid with respect to such shares and the right to vote such shares; provided, however, that (a) any dividend payments will be made no later than the end of the calendar year in which the dividends are paid to stockholders of the Common Stock or, if later, the fifteenth day of the third month following the date the dividends are paid to shareholders of the Common Stock; and (b) with respect to any shares of Common Stock that arise from dividends with respect to the Restricted Stock or

adjustments under Section 12, the Participant shall have the same rights and privileges, and shall be subject to the same restrictions, that apply to the Restricted Stock under this Restricted Stock Agreement and the Plan.

12. **Adjustments; Change in Control.** Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the Restricted Stock by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares. In addition, the Restricted Stock may become fully vested in connection with a “Change in Control” (as defined in the Plan).

The existence of the Restricted Stock does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

13. **Securities Laws.** 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 Participant pursuant to this Restricted Stock Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Restricted Stock Agreement. The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

14. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or other interpretation by the Committee in connection with this Restricted Stock Agreement shall be final, binding and conclusive on all parties affected thereby.

15. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the Restricted Stock. By accepting the Restricted Stock, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock and the Participant's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

16. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to the transfer restrictions applicable to the Participant hereunder and other conditions hereof, this Restricted Stock Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant's heirs, executors, administrators and personal representatives; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Agreement.

(b) **No Employment Rights.** Nothing contained in this Restricted Stock Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

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

(d) **Amendment.** Except as otherwise provided below or in the Plan, neither this Restricted Stock 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 agreed to by each of the parties hereto. The Company or the Committee may, without obtaining the Participant's written consent, amend this Restricted Stock Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Agreement from being subject to Section 409A of the Code.

(e) **Construction of Terms and Definitions.** Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Agreement shall have the meanings ascribed to them in the Plan.

(a) Notices. All notices required and permitted to be given hereunder shall be in writing and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(b) Governing Law. This Restricted Stock Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(c) Electronic Delivery and Acknowledgement. The Participant acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock and participation in the Plan (including, without limitation, this Restricted Stock Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Agreement electronically, the Participant agrees to be bound by all terms and provisions of this Restricted Stock Agreement and the Plan.

(d) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

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

By: _____

Title: _____

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

**PERFORMANCE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

This Performance-Based Restricted Stock Unit Agreement (the "Restricted Stock Unit Agreement") is entered into as of **<Date Granted>** (the "Grant Date") between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and **<Name>** (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan (the "Plan"), pursuant to which the Company may, from time to time, make grants of restricted stock units ("Restricted Stock Units") to eligible employees and other individuals providing services to the Company and its Subsidiaries (as defined in the Plan); and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant a certain number of Restricted Stock Units representing the contingent right to receive [a certain number of shares] [the value of a certain number of shares] of the Company's Class A Common Stock, par value \$.01 per share (the "Common Stock"), pursuant to the terms and conditions of the Plan and this Restricted Stock Unit Agreement[, and which grant of Restricted Stock Units also is in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this Restricted Stock Unit Agreement (unless such a Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the Company and the Participant hereby agree as follows:

1. **Grant of Restricted Stock Units.** In consideration for the Participant's service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Unit Agreement and the Plan, the Company hereby grants to the Participant () Restricted Stock Units (the "Target Grant"). As used in this Restricted Stock Unit Agreement, the term "Restricted Stock Units" refers to the Target Grant or the Adjusted Grant (defined in Section 2 below), as applicable.

[This grant of Restricted Stock Units also is subject to the Participant's entering into the accompanying Restrictive Covenants and Confidentiality Agreement. If the Participant has previously executed and delivered to the Company the Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to this grant of Restricted Stock Units.]

2. **Performance Condition(s).** The Target Grant shall be subject to forfeiture based on **<insert performance-based criteria>**. The "Adjusted Grant" is the number of Restricted Stock Units that shall remain outstanding (but still subject to forfeiture as provided in Section 3 below and as provided elsewhere in the Restricted Stock Unit Agreement and the Plan).

3. **Vesting Conditions.** Except as otherwise provided below in Section 4 or elsewhere in this Restricted Stock Unit Agreement, the Adjusted Grant shall vest *<insert vesting schedule>*. Vesting on any such date is subject to the Participant's continued service with the Company through such date and subject to the other terms of this Restricted Stock Unit Agreement.

4. **Termination of Service.**

(a) **Involuntary Termination Without Cause.** If the Participant incurs an Involuntary Termination Without Cause prior to *[full vesting date]* in a manner that constitutes a separation from service under Section 409A of the Code, the Adjusted Grant shall become fully vested (to the extent not yet vested) on the later of (i) the date of such termination or (ii) the date that the Compensation Committee certifies that the performance conditions in Section 2 have been met.

(b) **Death or Disability.** In the event of the Participant's death or Disability prior to *[full vesting date]* and prior to any Termination of Service, the Adjusted Grant shall become fully vested (to the extent not yet vested) on the later of (i) the date of such death or Disability or (ii) the date that the Compensation Committee certifies that the performance conditions in Section 2 have been met.

(c) **Termination For Cause and Other Termination of Employment.** If the Participant incurs a Termination of Service for Cause or for any other reason not specifically addressed above (including voluntary resignation), all unvested Restricted Stock Units (whether under the Target Grant or the Adjusted Grant) shall be immediately and automatically forfeited by the Participant.

(d) **Definitions.** For purposes of this Restricted Stock Unit Agreement, the following terms have the definitions indicated:

(i) "**Cause**" means 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, (A) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (B) a material violation of the Participant's responsibilities; (C) the Participant's gross negligence or willful misconduct; or (D) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(ii) "**Code**" has the meaning given to such term under the Plan.

(iii) "**Disability**" means that the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months: (A) unable to engage in any substantial gainful activity, or (B) receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company. Disability shall be determined in accordance with Section 409A of the Code.

(iv) “*Involuntary Termination Without Cause*” means a Termination of Service due to the dismissal of, or the request for the resignation of, the Participant either (A) 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 actions or omissions that would constitute Cause; or (B) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company’s Board of Directors, for any reason other than for Cause.

(v) “*Termination of Service*” has the meaning given to such term under the Plan.

[Replace/revise foregoing with alternative or different terms as determined by the Committee in accordance with Plan term]

5. Settlement of Restricted Stock Units. The number of Restricted Stock Units that become vested as of a specified date pursuant to Section 2 above shall be converted to, and settled in the form of, [a single payment in the form of an equivalent number of shares of Common Stock] [in a cash payment equal to the Fair Market Value of the shares of Common Stock with respect to which the Restricted Stock Units were granted] within thirty-one (31) days after such date and the number of Restricted Stock Units that become vested as of an earlier date due to death, Disability or Termination of Service due to Involuntary Termination Without Cause shall be converted to, and settled in the form of, a single complete payment of an equivalent number of shares of Common Stock within thirty-one (31) days after such date or if later, during the month of *[insert month]*; provided, that the Participant shall not be permitted, directly or indirectly, to designate the taxable year of the payment.

Notwithstanding the foregoing, if vesting and payment are triggered by an Involuntary Termination Without Cause that constitutes a separation from service under Section 409A of the Code and the Participant is classified as of the date of such separation from service as a “specified employee” within the meaning of that term under Section 409A(a)(2)(B) of the Code (and determined by the Company in accordance with its procedures for such purpose), such payment instead shall be made on the first business day following the expiration of the six (6)-month period measured from the date of the Participant’s separation from service (or, in accordance with Section 409A of the Code, an earlier date during such six-month period in the event of the Participant’s death during such period). The foregoing shall apply only to the extent any of the Restricted Stock Units provide for a deferral of compensation under Section 409A of the Code.

[Replace/revise foregoing with alternative or different terms as determined by the Committee in accordance with Plan term]

6. Change in Control. In the event of a Change in Control (as defined in the Plan), the Restricted Stock Units shall vest and become payable to the extent provided in the Plan, with such settlement made in a single complete payment in the form of an equivalent number of shares of Common Stock within thirty (30) days following such Change in Control; provided, that to the extent any of the Restricted Stock Units provide for a deferral of compensation under Section 409A of the Code, the foregoing shall apply only if such “change in control” also constitutes a “change in control event” under Section 409A of the Code.

7. **Dividend Equivalents.** [If applicable, describe the form, time of payment and other terms of dividend equivalents to be received if the Board of Directors declares a cash dividend with respect to the Common Stock, as specified by the Compensation Committee in accordance with the Plan.]

8. **No Rights as Stockholder Prior to Settlement.** The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock represented by the Restricted Stock Units until the Participant shall have become the holder of record of such Common Stock. No adjustments shall be made for distributions (whether in cash, units, securities or other property) by the Company or other rights for which the record date is prior to the date that the Participant shall have become the holder of record of such shares of Common Stock.

9. **Restrictions on Transferability.** The Participant may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock Units in any manner. No assignment, pledge or transfer of the Restricted Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock Units, the Restricted Stock Units shall be forfeited.

10. **Company Policies.** The Restricted Stock Units are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock Units, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

11. **Restrictive Covenants.** In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit, no-hire or other restrictive covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable), then (a) any unvested Restricted Stock Units and any shares of Common Stock arising from vested Restricted Stock Units that have not yet been delivered to the Participant shall be immediately and automatically forfeited and rescinded upon such violation and (b) if any other Restricted Stock Units have vested after such violation or within two (2) years prior to such violation, then (without regard to tax consequences) the Participant agrees to return the corresponding shares of Common Stock to the Company or if the Participant has sold or disposed of such shares, the Participant agrees to immediately pay the Company an amount equal to the fair market value of such shares at the time of such sale or disposition. Subject to applicable law, the Company and its Subsidiaries shall have the right to offset such payment amount against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Code, as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company's or its Subsidiaries' remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

12. **Forfeiture Procedures.** In the event of the forfeiture of any Restricted Stock Units, such forfeiture shall be automatic and without further act or deed by the Participant. Notwithstanding the foregoing, if requested by the Company (or its agent), the Participant shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

13. **Tax Matters (Withholding).** The Participant shall pay or make provision for payment to the Company or a Subsidiary, as applicable, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock Units (including, without limitation, vesting events). If other satisfactory withholding arrangements have not been made by the Participant and unless otherwise provided by the Committee, the Company shall retain and withhold from the Common Stock otherwise deliverable to the Participant upon vesting of the Restricted Stock Units such number of shares with a fair market value sufficient to satisfy the statutory minimum required withholding amount and any remaining amount shall be otherwise satisfied as described above. The determination of the withholding amounts due shall be made by the Company and/or its Subsidiaries and shall be binding upon the Participant. The Company shall not be required to deliver such shares of Common Stock unless the Participant has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

THE PARTICIPANT ACKNOWLEDGES THAT THE PARTICIPANT IS RESPONSIBLE FOR AND IS ADVISED TO CONSULT WITH THE PARTICIPANT'S OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THE PARTICIPANT THAT MAY ARISE IN CONNECTION WITH THE RESTRICTED STOCK UNITS.

14. **Adjustments.** Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the outstanding Restricted Stock Units by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Restricted Stock Units does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

15. **Nature of Arrangement.** The Participant's rights under this Restricted Stock Unit Agreement shall be only contractual in nature unsecured by any assets of the Company or any Subsidiary. The Company shall not be required to segregate any specific funds, assets or other

property from its general assets with respect to the Restricted Stock Units. The Participant shall have no rights under this Restricted Stock Unit Agreement other than as an unsecured general creditor of the Company. To the extent that this Restricted Stock Unit Agreement provides for a deferral of compensation within the meaning of Section 409A of the Code, this Restricted Stock Unit Agreement is intended to comply with Section 409A of the Code and shall be interpreted consistent with such intent. References in this Restricted Stock Unit Agreement to Section 409A of the Code also shall be deemed to include reference to applicable regulations or other authoritative guidance thereunder, and any amendments or successor provisions to such section, regulations or guidance. To the extent applicable, each and every payment made pursuant to this Restricted Stock Unit Agreement shall be treated as a separate payment and not as one of a series of payments treated as a single payment for purposes of Section 409A of the Code. Notwithstanding the foregoing, the Company does not guarantee to the Participant that this Restricted Stock Unit Agreement complies with or is exempt from Section 409A, and shall not indemnify or hold harmless the Participant with respect to any tax consequences that arise from any such failure under Section 409A of the Code.

16. **Securities Laws.** 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 Participant pursuant to this Restricted Stock Unit Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Unit Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to any Common Stock that may be issued pursuant to this Restricted Stock Unit Agreement. The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

17. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Unit Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or other interpretation by the Committee in connection with this Restricted Stock Unit Agreement shall be final, binding and conclusive on all parties affected thereby.

18. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock Units) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the Restricted Stock Units. By accepting the Restricted Stock Units, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock Units and the Participant’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

19. *Miscellaneous.*

(a) Binding on Successors and Representatives. Subject to the transfer restrictions applicable to the Participant hereunder and other conditions hereof, this Restricted Stock Unit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant's heirs, executors, administrators and personal representatives; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Unit Agreement.

(b) No Employment Rights. Nothing contained in this Restricted Stock Unit Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

(c) Entire Agreement. This Restricted Stock Unit Agreement together with the Plan constitute the entire agreement of the parties with respect to the Restricted Stock Units and supersede any previous agreement, whether written or oral, with respect thereto. This Restricted Stock Unit Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Restricted Stock Unit Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided below or in the Plan, neither this Restricted Stock Unit 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 agreed to by each of the parties hereto. Notwithstanding the foregoing, to the extent applicable, it is intended that this Restricted Stock Unit Agreement comply with the provisions of Section 409A of the Code. The Company or the Committee may, without obtaining the Participant's written consent, amend this Restricted Stock Unit Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Unit Agreement from being subject to Section 409A of the Code.

(e) Construction of Terms and Definitions. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Unit Agreement shall have the meanings ascribed to them in the Plan.

(f) Notices. All notices required and permitted to be given hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, when so delivered; (ii) if sent by Federal Express or other overnight express service, one (1) business day after delivery to such service; or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(g) Governing Law. This Restricted Stock Unit Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Unit Agreement shall be instituted only in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Unit Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Participant also acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock Units and participation in the Plan (including, without limitation, this Restricted Stock Unit Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Unit Agreement electronically, the Participant agrees to be bound by all terms and provisions of this Restricted Stock Unit Agreement and the Plan.

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

SONIC AUTOMOTIVE, INC.

PARTICIPANT: <NAME>

By: _____

Title: _____

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

RESTRICTED STOCK AGREEMENT

This Restricted Stock Agreement is entered into as of <Date Granted> (the "Grant Date") between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and <Name> (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan (the "Plan"), pursuant to which the Company may, from time to time, make grants of restricted shares of the Company's Common Class A Stock, par value \$.01 per share (the "Common Stock"), to eligible employees and other individuals providing services to the Company and its Subsidiaries (as defined in the Plan); and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant restricted shares of the Company's Common Stock pursuant to the terms and conditions of the Plan and this Restricted Stock Agreement[, and which grant of restricted Common Stock also is in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this Restricted Stock Agreement (unless such a Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

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

1. **Grant of Restricted Stock.** In consideration for the Participant's service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Agreement and the Plan, the Company hereby grants to the Participant () restricted shares of Common Stock (the "Restricted Stock").

[This grant of Restricted Stock also is subject to the Participant's entering into the accompanying Restrictive Covenants and Confidentiality Agreement. If the Participant has previously executed and delivered to the Company the Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to this grant of Restricted Stock.]

2. **Vesting Conditions.** Except as otherwise provided below in Section 3 or elsewhere in this Restricted Stock Agreement, the Restricted Stock shall vest <insert vesting schedule>. Vesting on any such date is subject to the Participant's continued service with the Company and its Subsidiaries through such date and subject to the other terms of this Restricted Stock Agreement.

3. *Termination of Service.*

(a) Involuntary Termination Without Cause. If the Participant incurs an Involuntary Termination Without Cause prior to *[full vesting date]*, the Restricted Stock shall become fully vested (to the extent not yet vested) on the date of such termination.

(b) Death or Disability. In the event of the Participant's death or Disability prior to *[full vesting date]* and prior to any Termination of Service, the Restricted Stock shall become fully vested (to the extent not yet vested) on the date of such death or Disability.

(c) Termination For Cause and Other Termination of Employment. If the Participant incurs a Termination of Service for Cause or for any other reason not specifically addressed above (including voluntary resignation), all unvested Restricted Stock shall be immediately and automatically forfeited by the Participant.

(d) Definitions. For purposes of this Restricted Stock Agreement, the following terms have the definitions indicated:

(i) "*Cause*" means 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, (A) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (B) a material violation of the Participant's responsibilities; (C) the Participant's gross negligence or willful misconduct; or (D) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(ii) "*Disability*" means that the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months: (A) unable to engage in any substantial gainful activity, or (B) receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

(iii) "*Involuntary Termination Without Cause*" means a Termination of Service due to the dismissal of, or the request for the resignation of, the Participant either (A) 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 actions or omissions that would constitute Cause; or (B) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company's Board of Directors, for any reason other than for Cause.

(iv) "*Termination of Service*" has the meaning given to such term under the Plan.

[Replace/revise foregoing with alternative or different terms as determined by the Committee in accordance with Plan terms]

4. **Restrictions on Transferability.** The Participant may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock in

any manner to the extent it remains unvested. No assignment, pledge or transfer of the unvested Restricted Stock, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock, the Restricted Stock shall be forfeited.

5. **Company Policies.** The Restricted Stock is subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoups adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

6. **Restrictive Covenants.** In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit, no-hire or other restrictive covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries, including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable), then (a) any unvested shares of Restricted Stock and any vested shares of Common Stock that have not yet been delivered to the Participant shall be immediately and automatically forfeited and rescinded upon such violation and (b) if any other shares of Restricted Stock have vested after such violation or within two (2) years prior to such violation, then (without regard to tax consequences) the Participant agrees to return such shares of Common Stock to the Company or if the Participant has sold or disposed of such shares, the Participant agrees to immediately pay the Company an amount equal to the fair market value of such shares at the time of such sale or disposition. Subject to applicable law, the Company and its Subsidiaries shall have the right to offset such payment amount against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company's or its Subsidiaries' remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

7. **Forfeiture Procedures.** In the event of any forfeiture of any shares of Restricted Stock, such forfeiture shall be automatic and without further act or deed by the Participant. Notwithstanding the foregoing, if requested by the Company (or its agent), the Participant shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

8. **Tax Matters (Withholding and 83(b) Elections).** The Participant shall pay or make provision for payment to the Company or a Subsidiary, as applicable, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock (including, without limitation, vesting events and the

payment of dividends). If other satisfactory withholding arrangements have not been made and unless otherwise provided by the Committee, the Company shall retain and withhold from the Common Stock otherwise deliverable to the Participant upon vesting of the Restricted Stock such number of shares with a fair market value sufficient to satisfy the statutory minimum required withholding amount and any remaining amount shall be otherwise satisfied as described above. The determination of the withholding amounts due shall be made by the Company and/or its Subsidiaries and shall be binding upon the Participant. The Company shall not be required to deliver, or release the restrictions on transfer of, such shares of Common Stock unless the Participant has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

The Participant acknowledges that the Participant is responsible for and is advised to consult with the Participant's own tax advisors regarding the tax consequences to the Participant that may arise in connection with the Restricted Stock, including the decision to make and timely file, and the consequences of, any election under Section 83(b) of the Code. The Participant also shall timely deliver a copy of any such Section 83(b) filing to the Company.

9. **Book-Entry Form.** The shares of Restricted Stock generally shall be evidenced in book-entry or similar form and maintained by or on behalf of the Company in such form. In such case, no stock certificates shall be issued and the applicable restrictions will be noted in the records of the Company and its transfer agent. Notwithstanding the foregoing, in the discretion of the Company, a certificate or certificates representing the Restricted Stock may be registered in the name of the Participant and held in escrow or other custody by or on behalf of the Company. In either case, each certificate or book-entry record may bear such legends as the Company deems appropriate to reflect the applicable terms and conditions upon the Restricted Stock.

10. **Rights as Stockholder.** Notwithstanding the foregoing vesting and transfer restrictions that apply to the Restricted Stock, but subject to the terms of this Restricted Stock Agreement and the Plan, the Participant generally shall otherwise have the beneficial ownership of the Restricted Stock and shall be entitled to exercise the rights and privileges of a stockholder with respect to the Restricted Stock, including the right to receive dividends (if any) paid with respect to such shares and the right to vote such shares; provided, however, that (a) any dividend payments will be made no later than the end of the calendar year in which the dividends are paid to stockholders of the Common Stock or, if later, the fifteenth day of the third month following the date the dividends are paid to shareholders of the Common Stock; and (b) with respect to any shares of Common Stock that arise from dividends with respect to the Restricted Stock or adjustments under Section 11, the Participant shall have the same rights and privileges, and shall be subject to the same restrictions, that apply to the Restricted Stock under this Restricted Stock Agreement and the Plan.

11. **Adjustments; Change in Control.** Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the Restricted Stock by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares. In addition, the Restricted Stock may become fully vested in

connection with a "Change in Control" (as defined in the Plan). The existence of the Restricted Stock does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or asset

12. **Securities Laws.** 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 Participant pursuant to this Restricted Stock Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or "blue sky" laws. Nothing in this Restricted Stock Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this Restricted Stock Agreement. The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

13. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or other interpretation by the Committee in connection with this Restricted Stock Agreement shall be final, binding and conclusive on all parties affected thereby.

14. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the Restricted Stock. By accepting the Restricted Stock, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock and the Participant's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

15. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to the transfer restrictions applicable to the Participant hereunder and other conditions hereof, this Restricted Stock Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant's heirs, executors, administrators and personal representatives; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Agreement.

(b) No Employment Rights. Nothing contained in this Restricted Stock Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

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

(d) Amendment. Except as otherwise provided below or in the Plan, neither this Restricted Stock 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 agreed to by each of the parties hereto. The Company or the Committee may, without obtaining the Participant's written consent, amend this Restricted Stock Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Agreement from being subject to Section 409A of the Code.

(e) Construction of Terms and Definitions. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Agreement shall have the meanings ascribed to them in the Plan.

(a) Notices. All notices required and permitted to be given hereunder shall be in writing and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(b) Governing Law. This Restricted Stock Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(c) Electronic Delivery and Acknowledgement. The Participant acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock and participation in the Plan (including, without limitation, this Restricted Stock Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Agreement electronically, the Participant agrees to be bound by all terms and provisions of this Restricted Stock Agreement and the Plan.

(d) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

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

SONIC AUTOMOTIVE, INC.

PARTICIPANT: <NAME>

By: _____

Title: _____

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Restricted Stock Unit Agreement") is entered into as of **<Date Granted>** (the "Grant Date") between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and **<Name>** (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan (the "Plan"), pursuant to which the Company may, from time to time, make grants of restricted stock units ("Restricted Stock Units") to eligible employees and other individuals providing services to the Company and its Subsidiaries (as defined in the Plan); and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant a certain number of Restricted Stock Units representing the contingent right to receive [a certain number of shares] [the value of a certain number of shares] of the Company's Class A Common Stock, par value \$.01 per share (the "Common Stock"), pursuant to the terms and conditions of the Plan and this Restricted Stock Unit Agreement[, and which grant of Restricted Stock Units also is in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this Restricted Stock Unit Agreement (unless such a Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the Company and the Participant hereby agree as follows:

1. **Grant of Restricted Stock Units.** In consideration for the Participant's service to the Company and/or its Subsidiaries and subject to the terms and conditions set forth in this Restricted Stock Unit Agreement and the Plan, the Company hereby grants to the Participant () Restricted Stock Units (the "Restricted Stock Units").

[This grant of Restricted Stock Units also is subject to the Participant's entering into the accompanying Restrictive Covenants and Confidentiality Agreement. If the Participant has previously executed and delivered to the Company the Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to this grant of Restricted Stock Units.]

2. **Vesting Conditions.** Except as otherwise provided below in Section 3 or elsewhere in this Restricted Stock Unit Agreement, the Restricted Stock Units shall vest **<insert vesting schedule>**. Vesting on any such date is subject to the Participant's continued service with the Company through such date and subject to the other terms of this Restricted Stock Unit Agreement.

3. Termination of Service.

(a) Involuntary Termination Without Cause. If the Participant incurs an Involuntary Termination Without Cause prior to *[full vesting date]* in a manner that constitutes a separation from service under Section 409A of the Code, the Restricted Stock Units shall become fully vested (to the extent not yet vested) on the date of such termination.

(b) Death or Disability. In the event of the Participant's death or Disability prior to *[full vesting date]* and prior to any Termination of Service, the Restricted Stock Units shall become fully vested (to the extent not yet vested) on the date of such death.

(c) Termination For Cause and Other Termination of Employment. If the Participant incurs a Termination of Service for Cause or for any other reason not specifically addressed above (including voluntary resignation), all unvested Restricted Stock Units shall be immediately and automatically forfeited by the Participant.

(d) Definitions. For purposes of this Restricted Stock Unit Agreement, the following terms have the definitions indicated:

(i) "Cause" means 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, (A) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (B) a material violation of the Participant's responsibilities; (C) the Participant's gross negligence or willful misconduct; or (D) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(ii) "Code" has the meaning given to such term under the Plan.

(iii) "Disability" means that the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months: (A) unable to engage in any substantial gainful activity, or (B) receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company. Disability shall be determined in accordance with Section 409A of the Code.

(iv) "Involuntary Termination Without Cause" means a Termination of Service due to the dismissal of, or the request for the resignation of, the Participant either (A) 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 actions or omissions that would constitute Cause; or (B) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company's Board of Directors, for any reason other than for Cause.

(v) "Termination of Service" has the meaning given to such term under the Plan.

[Replace/revise foregoing with alternative or different terms as determined by the Committee in accordance with Plan terms]

4. Settlement of Restricted Stock Units. The number of Restricted Stock Units that become vested as of a specified date pursuant to Section 2 above shall be converted to, and settled in the form of, [a single payment in the form of an equivalent number of shares of Common Stock] [in a cash payment equal to the Fair Market Value of the shares of Common Stock with respect to which the Restricted Stock Units were granted] within thirty-one (31) days after such date and the number of Restricted Stock Units that become vested as of an earlier date due to death, Disability or Termination of Service due to Involuntary Termination Without Cause shall be converted to, and settled in the form of, a single complete payment of an equivalent number of shares of Common Stock within thirty-one (31) days after such date; provided, that the Participant shall not be permitted, directly or indirectly, to designate the taxable year of the payment.

Notwithstanding the foregoing, if vesting and payment are triggered by an Involuntary Termination Without Cause that constitutes a separation from service under Section 409A of the Code and the Participant is classified as of the date of such separation from service as a “specified employee” within the meaning of that term under Section 409A(a)(2)(B) of the Code (and determined by the Company in accordance with its procedures for such purpose), such payment instead shall be made on the first business day following the expiration of the six (6)-month period measured from the date of the Participant’s separation from service (or, in accordance with Section 409A of the Code, an earlier date during such six-month period in the event of the Participant’s death during such period). The foregoing shall apply only to the extent any of the Restricted Stock Units provide for a deferral of compensation under Section 409A of the Code.

[Replace/revise foregoing with alternative or different terms as determined by the Committee in accordance with Plan terms]

5. Change in Control. In the event of a Change in Control (as defined in the Plan), the Restricted Stock Units shall vest and become payable to the extent provided in the Plan, with such settlement made in a single complete payment in the form of an equivalent number of shares of Common Stock within thirty (30) days following such Change in Control; provided, that to the extent any of the Restricted Stock Units provide for a deferral of compensation under Section 409A of the Code, the foregoing shall apply only if such “change in control” also constitutes a “change in control event” under Section 409A of the Code.

6. Dividend Equivalents. *[If applicable, describe the form, time of payment and other terms of dividend equivalents to be received if the Board of Directors declares a cash dividend with respect to the Common Stock, as specified by the Compensation Committee in accordance with the Plan.]*

7. No Rights as Stockholder Prior to Settlement. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock represented by the Restricted Stock Units until the Participant shall have become the holder of record of such Common Stock. No adjustments shall be made for distributions (whether in cash, units, securities or other property) by the Company or other rights for which the record date is prior to the date that the Participant shall have become the holder of record of such shares of Common Stock.

8. Restrictions on Transferability. The Participant may not sell, assign, convey, pledge, exchange, hypothecate, alienate or otherwise dispose of or transfer the Restricted Stock Units in any manner. No assignment, pledge or transfer of the Restricted Stock Units, or of the

rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall be effective; but immediately upon any such attempt to assign, pledge or otherwise transfer the Restricted Stock Units, the Restricted Stock Units shall be forfeited.

9. **Company Policies.** The Restricted Stock Units are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the Company from time to time. Without limiting the foregoing, by acceptance of the Restricted Stock Units, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

10. **Restrictive Covenants.** In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit, no-hire or other restrictive covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable), then (a) any unvested Restricted Stock Units and any shares of Common Stock arising from vested Restricted Stock Units that have not yet been delivered to the Participant shall be immediately and automatically forfeited and rescinded upon such violation and (b) if any other Restricted Stock Units have vested after such violation or within two (2) years prior to such violation, then (without regard to tax consequences) the Participant agrees to return the corresponding shares of Common Stock to the Company or if the Participant has sold or disposed of such shares, the Participant agrees to immediately pay the Company an amount equal to the fair market value of such shares at the time of such sale or disposition. Subject to applicable law, the Company and its Subsidiaries shall have the right to offset such payment amount against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Code, as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company's or its Subsidiaries' remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

11. **Forfeiture Procedures.** In the event of the forfeiture of any Restricted Stock Units, such forfeiture shall be automatic and without further act or deed by the Participant. Notwithstanding the foregoing, if requested by the Company (or its agent), the Participant shall execute such documents (including, without limitation, a power of attorney in favor of the Company) and take such other action deemed necessary or desirable by the Company to evidence such forfeiture.

12. **Tax Matters (Withholding).** The Participant shall pay or make provision for payment to the Company or a Subsidiary, as applicable, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local withholding requirements applicable to any taxable event arising in connection with the Restricted Stock Units (including, without limitation, vesting events). If other satisfactory withholding arrangements have not been made by the Participant and unless otherwise provided by the

Committee, the Company shall retain and withhold from the Common Stock otherwise deliverable to the Participant upon vesting of the Restricted Stock Units such number of shares with a fair market value sufficient to satisfy the statutory minimum required withholding amount and any remaining amount shall be otherwise satisfied as described above. The determination of the withholding amounts due shall be made by the Company and/or its Subsidiaries and shall be binding upon the Participant. The Company shall not be required to deliver such shares of Common Stock unless the Participant has made acceptable arrangements to satisfy any such withholding requirements. Nothing in this Section shall be construed to impose on the Company a duty to withhold where applicable law does not require such withholding.

THE PARTICIPANT ACKNOWLEDGES THAT THE PARTICIPANT IS RESPONSIBLE FOR AND IS ADVISED TO CONSULT WITH THE PARTICIPANT'S OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THE PARTICIPANT THAT MAY ARISE IN CONNECTION WITH THE RESTRICTED STOCK UNITS.

13. *Adjustments.* Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made to the outstanding Restricted Stock Units by the Committee to prevent the dilution or enlargement of rights. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the Restricted Stock Units does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

14. *Nature of Arrangement.* The Participant's rights under this Restricted Stock Unit Agreement shall be only contractual in nature unsecured by any assets of the Company or any Subsidiary. The Company shall not be required to segregate any specific funds, assets or other property from its general assets with respect to the Restricted Stock Units. The Participant shall have no rights under this Restricted Stock Unit Agreement other than as an unsecured general creditor of the Company. To the extent that this Restricted Stock Unit Agreement provides for a deferral of compensation within the meaning of Section 409A of the Code, this Restricted Stock Unit Agreement is intended to comply with Section 409A of the Code and shall be interpreted consistent with such intent. References in this Restricted Stock Unit Agreement to Section 409A of the Code also shall be deemed to include reference to applicable regulations or other authoritative guidance thereunder, and any amendments or successor provisions to such section, regulations or guidance. To the extent applicable, each and every payment made pursuant to this Restricted Stock Unit Agreement shall be treated as a separate payment and not as one of a series of payments treated as a single payment for purposes of Section 409A of the Code. Notwithstanding the foregoing, the Company does not guarantee to the Participant that this Restricted Stock Unit Agreement complies with or is exempt from Section 409A, and shall not indemnify or hold harmless the Participant with respect to any tax consequences that arise from any such failure under Section 409A of the Code.

15. **Securities Laws.** 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 Participant pursuant to this Restricted Stock Unit Agreement unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or “blue sky” laws. Nothing in this Restricted Stock Unit Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to any Common Stock that may be issued pursuant to this Restricted Stock Unit Agreement. The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

16. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this Restricted Stock Unit Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or other interpretation by the Committee in connection with this Restricted Stock Unit Agreement shall be final, binding and conclusive on all parties affected thereby.

17. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the Restricted Stock Units) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant’s name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the Restricted Stock Units. By accepting the Restricted Stock Units, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the Restricted Stock Units and the Participant’s participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

18. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to the transfer restrictions applicable to the Participant hereunder and other conditions hereof, this Restricted Stock Unit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant’s heirs, executors, administrators and personal representatives; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this Restricted Stock Unit Agreement.

(b) **No Employment Rights.** Nothing contained in this Restricted Stock Unit Agreement shall confer upon the Participant any right to continue in the employ or service of the

Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

(c) Entire Agreement. This Restricted Stock Unit Agreement together with the Plan constitute the entire agreement of the parties with respect to the Restricted Stock Units and supersede any previous agreement, whether written or oral, with respect thereto. This Restricted Stock Unit Agreement has been entered into in compliance with the terms of the Plan; wherever a conflict may arise between the terms of this Restricted Stock Unit Agreement and the terms of the Plan, the terms of the Plan shall control.

(d) Amendment. Except as otherwise provided below or in the Plan, neither this Restricted Stock Unit 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 agreed to by each of the parties hereto. Notwithstanding the foregoing, to the extent applicable, it is intended that this Restricted Stock Unit Agreement comply with the provisions of Section 409A of the Code. The Company or the Committee may, without obtaining the Participant's written consent, amend this Restricted Stock Unit Agreement in any respect either deems necessary or advisable to comply with Section 409A of the Code and applicable regulations and guidance thereunder and/or to prevent this Restricted Stock Unit Agreement from being subject to Section 409A of the Code.

(e) Construction of Terms and Definitions. Any reference herein to the singular or plural shall be construed as plural or singular whenever the context requires. Capitalized terms not otherwise defined in this Restricted Stock Unit Agreement shall have the meanings ascribed to them in the Plan.

(f) Notices. All notices required and permitted to be given hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, when so delivered; (ii) if sent by Federal Express or other overnight express service, one (1) business day after delivery to such service; or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(g) Governing Law. This Restricted Stock Unit Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this Restricted Stock Unit Agreement shall be instituted only in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this Restricted Stock Unit Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Participant also acknowledges and agrees that the Company may, in its discretion, deliver documents related to the Restricted Stock Units and participation in the Plan (including, without limitation, this Restricted Stock Unit Agreement, Plan documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this Restricted Stock Unit Agreement electronically, the Participant agrees to be bound by all terms and provisions of this Restricted Stock Unit Agreement and the Plan.

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

SONIC AUTOMOTIVE, INC.

PARTICIPANT: <NAME>

By: _____

Title: _____

**SONIC AUTOMOTIVE, INC.
2012 STOCK INCENTIVE PLAN**

STOCK APPRECIATION RIGHTS AGREEMENT

This Stock Appreciation Rights Agreement is entered into as of <Date Granted> between SONIC AUTOMOTIVE, INC., a Delaware corporation (the "Company"), and <Name> (the "Participant").

WHEREAS, the Company has established the Sonic Automotive, Inc. 2012 Stock Incentive Plan pursuant to which the Company may, from time to time, grant stock appreciation rights to eligible employees and other individuals providing services to the Company and its Subsidiaries; and

WHEREAS, in consideration for the Participant's service to the Company and/or its Subsidiaries, the Company has determined to grant the Participant stock appreciation rights pursuant to the terms and conditions of this Stock Appreciation Rights Agreement (the "SAR Agreement") and the Plan[, and which stock appreciation rights also are in consideration for and conditioned upon the Participant entering into the Restrictive Covenants and Confidentiality Agreement that accompanies this SAR Agreement (unless such Restrictive Covenants and Confidentiality Agreement was previously executed and delivered to the Company in connection with a prior stock incentive award)];

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

1. **Definitions.** For purposes of this SAR Agreement, the following terms have the meanings set forth in the Plan, as generally defined below. Capitalized terms not otherwise defined in this SAR Agreement have the meanings indicated in the Plan.

(a) "*Cause*" means any act(s) or omission(s) that result in, or that have the effect of resulting in, (i) the commission of a crime by the Participant involving moral turpitude, which crime has a material adverse impact on the Company or any Subsidiary or which is intended to result in the personal enrichment of the Participant at the expense of the Company or any Subsidiary; (ii) a material violation of the Participant's responsibilities; (iii) the Participant's gross negligence or willful misconduct; or (iv) the continuous, willful failure of the Participant to follow the reasonable directives of the Company's Board of Directors.

(b) "*Committee*" means the Compensation Committee of the Company's Board of Directors or such other committee that is designated by the Board of Directors to administer the Plan. In the event that no such Committee exists or is appointed, "*Committee*" refers to the Company's Board of Directors.

(c) "*Common Stock*" means the Class A Common Stock, par value \$.01 per share, of the Company.

(d) "*Disability*" means the permanent and total disability of the Participant, determined in accordance with the Plan.

(e) “*Initial Value*” means the initial value assigned to each SAR as set forth in Section 2 of the SAR Agreement.

(f) “*Involuntary Termination Without Cause*” means the dismissal of, or the request for the resignation of, the Participant either (i) 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 actions or omissions that would constitute Cause; or (ii) by a duly authorized corporate officer of the Company or any Subsidiary, or by the Company’s Board of Directors, for any reason other than for Cause.

(g) “*Participant*” means the person to whom the SAR is granted and, as applicable, the estate, personal representative, beneficiary or other permitted transferee to whom the SARs may be transferred pursuant to this SAR Agreement by will or the laws of descent and distribution, or as otherwise permitted by the Plan.

(h) “*Plan*” means the Sonic Automotive, Inc. 2012 Stock Incentive Plan, as amended from time to time.

(i) “*SAR*” means a stock appreciation right granted to the Participant pursuant to this SAR Agreement.

(j) “*SAR Agreement*” means this Stock Appreciation Rights Agreement between the Company and the Participant.

(k) “*SAR Period*” means the period beginning on the date of this SAR Agreement and ending at the close of business *<insert number of years – no more than ten years>* years from the date of this SAR Agreement.

(l) “*Subsidiary*” means a corporation, partnership, limited liability company, joint venture or other entity in which the Company directly or indirectly controls more than 50% of the voting power or equity or profits interests.

(m) “*Termination of Service*” means the termination of the Participant’s service with the Company and its Subsidiaries. A Participant generally shall be considered to have incurred a Termination of Service if his or her employer ceases to be a Subsidiary. All determinations relating to whether the Participant has incurred a Termination of Service and the effect thereof shall be made by the Committee, including whether a leave of absence shall constitute a Termination of Service, subject to applicable law.

2. **Grant of SARs.** Subject to the terms and conditions set forth in this SAR Agreement and the Plan [and to the Participant’s entering into the Restrictive Covenants and Confidentiality Agreement], the Company hereby grants to the Participant stock appreciation rights with respect to an aggregate of _____ shares of Common Stock (the “SARs”). The Initial Value of each SAR is \$ _____, which is no less than the aggregate Fair Market Value of a share of Common Stock on the date of grant of the SARs. Once vested, a SAR entitles the Participant to receive from the Company upon exercise of the SAR an amount [payable in cash] [payable in shares of Common Stock] equal to the excess, if any, of the Fair Market Value of one

share of Common Stock on the date of exercise over the Initial Value of the SAR *[include if applicable: ; provided, that the amount payable upon exercise of the SAR shall not exceed \$]*. The SARs shall terminate at the expiration of the SAR Period, unless the SARs terminate earlier pursuant to this SAR Agreement. [Notwithstanding the foregoing, if the Participant has previously executed and delivered to the Company a Restrictive Covenants and Confidentiality Agreement in connection with a prior stock incentive award, the Participant shall be deemed to have satisfied such condition with respect to the grant of these SARs.]

3. **Exercise of SARs.** Subject to termination of the SARs, the SARs may be exercised in accordance with the following:

(a) The SARs shall vest *<insert vesting schedule>*. Vesting on any such date is subject to the Participant's continued service with the Company and its Subsidiaries through such date.

(b) The SARs will become fully vested and exercisable in connection with a "Change in Control" (as defined in the Plan).

(c) To the extent vested, the SARs generally will be exercisable until the expiration of the SAR Period or earlier termination of the SARs.

(d) No less than 100 SARs may be exercised at any time unless the number of shares purchased at such time is the total number of shares for which the SARs are then exercisable.

(e) The Participant may exercise the SARs, to the extent vested and exercisable, by the delivery to the Company (or its designated representative) of a written notice of exercise (in the form and manner directed by the Company or its delegate) specifying the number of SARs to be exercised and payment of, or provision for, all applicable withholding taxes (pursuant to Section 4 below).

(f) Upon the exercise of a vested SAR, the Participant shall receive from the Company an amount [payable in cash] [payable in shares of Common Stock] equal to (i) the excess of the Fair Market Value on the date of exercise of one share of Common Stock, over (ii) the Initial Value of the SAR on the date of grant as set forth above *[include if applicable: ; provided, that the amount payable upon exercise of the SAR shall not exceed \$]*. [In the event the amount payable as a result of the exercise of a SAR is settled in shares of Common Stock and a fractional share of Common Stock would be deliverable upon the exercise of the SAR, a cash payment shall be made in lieu of such fractional share of Common Stock.]

(g) The Company may require that the Participant make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with applicable legal and regulatory requirements.

4. **Payment of Withholding Taxes.** Upon the Participant's exercise of any SAR, the Participant shall pay or make provision for payment to the Company, through payroll or other withholding (which withholding the Participant hereby authorizes) or other means acceptable to

the Committee and permissible under the Plan, the amount necessary to satisfy any federal, state or local tax and other withholding requirements that may arise in connection with or be due upon such exercise. The determination of the withholding amounts due shall be made by the Company and its Subsidiaries and shall be binding upon the Participant. If the amount requested is not paid, the Company may refuse to settle the SAR. Nothing in this Section shall be construed to impose on the Company and its Subsidiaries a duty to withhold where applicable law does not require such withholding.

THE PARTICIPANT ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR, AND IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING, THE TAX CONSEQUENCES TO THE PARTICIPANT THAT MAY ARISE IN CONNECTION WITH THE SARS AND THEIR EXERCISE.

5. **Termination of Service.** If the Participant incurs a Termination of Service prior to the expiration of the SAR Period, the SARs shall terminate except as provided below:

(a) The SARs shall terminate sixty (60) days from the Participant's Termination of Service for any reason other than Cause, death, Disability or Involuntary Termination Without Cause.

(b) The SARs shall terminate ninety (90) days from the Participant's Involuntary Termination Without Cause.

(c) The SARs shall terminate one (1) year from the Participant's Termination of Service due to the Participant's Disability.

(d) The SARs shall terminate one (1) year from the Participant's death if it caused the Participant's Termination of Service or occurred during the exercise period following Termination of Service described in subsection (a), (b) or (c) above.

(e) The SARs shall terminate immediately upon the Participant's Termination of Service for Cause.

In the event the SAR remains exercisable for a period of time following Termination of Service as described above, the SAR may be exercised during such period of time only to the same extent the SAR was vested and exercisable on the date of the Participant's Termination of Service. Notwithstanding any extended exercise period following a Termination of Service, the SAR will terminate earlier upon the expiration of the SAR Period.

6. **Transferability.** Except as otherwise permitted under the Plan, the SARs are not transferable by the Participant other than by will or the laws of descent and distribution. No assignment, pledge or transfer of the SARs, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, except as described above, shall be effective; but immediately upon any such attempt to assign, pledge or transfer the SARs, the SARs shall terminate and be of no further force or effect.

7. **Company Policies.** The SARs and the exercise thereof are subject to the terms and conditions of any policy regarding clawbacks, forfeitures, or recoupments adopted by the

Company from time to time. Without limiting the foregoing, by acceptance of the SARs, the Participant agrees to repay to the Company or any Subsidiary any amount that may be required to be repaid under any such policy.

8. **Restrictive Covenants.** In the event that the Company determines that the Participant has violated the terms of any secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses contained in any agreement with the Company and/or one or more Subsidiaries, including but not limited to any Restrictive Covenants and Confidentiality Agreement (even if such covenants, clauses or agreements are held invalid or unenforceable), then (a) to the extent still outstanding, the SARs shall immediately terminate upon such violation and (b) the Participant shall be required to immediately pay the Company an amount equal to the Participant's gain associated with the exercise of all or any part of the SARs both after such violation and within two (2) years prior to such violation, with such gain being determined based on the excess of the fair market value of the Common Stock at exercise over the exercise price, without regard to any subsequent increase or decrease in the value of the Common Stock. The Company and its Subsidiaries shall have the right to offset such gain against any amounts otherwise owed to the Participant by the Company or a Subsidiary (including, but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement); provided, that any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Code, as determined by the Company, shall be subject to offset only to the extent such offset would not give rise to a failure to comply with Section 409A of the Code. Notwithstanding the foregoing, nothing under this Section shall limit the Company's or its Subsidiaries' remedies under any such agreements containing secrecy, confidentiality, noncompetition, no-solicit and/or no-hire covenants or clauses or otherwise against the Participant for violations thereof.

9. **Rights as Stockholder.** The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock subject to a SAR unless and until the Participant shall have become the holder of record of such Common Stock (if the SAR is payable in shares of Common Stock) following exercise of the SAR. Subject to Section 10 below, no adjustments shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date that the Participant shall have become the holder of record of the shares of Common Stock acquired pursuant to the SARs (if any).

10. **Adjustments.** Subject to the Plan, 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 Common Stock, equitable adjustments and/or substitutions, as applicable, will be made by the Committee to prevent the dilution or enlargement of rights, including adjustments to the Initial Value of the SARs, as provided in the Plan. The Committee also will make adjustments in its discretion to eliminate any resulting fractional shares.

The existence of the SARs does not affect in any way the authority of the Company and its stockholders to exercise their corporate rights and powers, including, but not by way of limitation, the right of the Company to authorize any adjustment, reclassification, reorganization, or other change in its capital or business structure, any merger or consolidation of the Company, the dissolution or liquidation of the Company, the issuance of securities with preference ahead of or affecting the Common Stock, or any sale or transfer of all or any part of its business or assets.

11. **Securities Laws.** 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 Participant upon exercise of the SARs unless and until the Company has determined that such issuance is either exempt from registration, or is registered, under the Securities Act of 1933, as amended, and is either exempt from registration and qualification, or is registered or qualified, as applicable, under all applicable state securities or "blue sky" laws. Nothing in this SAR Agreement shall be construed to obligate the Company at any time to file or maintain a registration statement under the Securities Act of 1933, as amended, or to effect similar compliance under any applicable state laws with respect to the Common Stock that may be issued pursuant to this SAR Agreement.

12. **Personal Data.** The Participant acknowledges that Plan participation and receipt of awards under the Plan (including the SARs) involve the use and transfer, in electronic or other form, of personal data about the Participant between and among the Company, its Subsidiaries and third-party service providers. This data may include, but is not limited to, the Participant's name, home address, telephone number, date of birth, social security number, information regarding securities of the Company held by such Participant, and details of awards granted to the Participant under the Plan, including the SARs. By accepting the SARs, the Participant consents and agrees that the Company and its Subsidiaries may transfer such data to third parties assisting the Company in the administration and management of the Plan, the SARs and the Participant's participation in the Plan, including any requisite transfer of such data to a broker or other third party with whom the Company or the Participant may deposit any shares of Common Stock.

13. **Resolution of Disputes; Interpretation.** Any question of interpretation, dispute or disagreement that arises under, or as a result of, this SAR Agreement shall be determined by the Committee in its absolute and uncontrolled discretion, and any determination or interpretation by the Committee in connection with this SAR Agreement shall be final, binding and conclusive on all parties affected thereby.

14. **Miscellaneous.**

(a) **Binding on Successors and Representatives.** Subject to applicable transfer restrictions applicable to the Participant, this SAR Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and the Participant's heirs, executors, administrators, personal representatives, and assigns; and the parties agree, for themselves and their successors, representatives and assigns, to execute any instrument that may be necessary legally to effect the terms and conditions of this SAR Agreement.

(b) **No Employment Rights.** Nothing contained in this SAR Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Subsidiary nor interfere with or limit in any way the right of the Company or a Subsidiary to terminate the Participant's employment by, or performance of services for, the Company or Subsidiary at any time.

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

(d) Amendment. Except as otherwise provided in the Plan, neither this SAR 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 agreed to by each of the parties hereto or their respective successors and assigns.

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

(f) Notices. Except as otherwise provided in Section 3, all notices required and permitted to be given hereunder shall be in writing and notices shall be deemed to have been given (i) if delivered by hand, when so delivered, (ii) if sent by overnight express service, one (1) business day after delivery to such service, or (iii) if mailed by certified or registered mail, return receipt requested, three (3) days after delivery to the post office. In each case, all notices shall be addressed to the intended recipient as follows or at such other address as is provided by either party by notice to the other:

If to the Company:

Sonic Automotive, Inc.
Attention: Chief Financial Officer
4401 Colwick Road
Charlotte, NC 28211

With a copy to:

Sonic Automotive, Inc.
Attention: General Counsel
4401 Colwick Road
Charlotte, NC 28211

If to the Participant:

The Participant's address appearing in the Company's records.

(g) Governing Law. This SAR Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or related to this SAR Agreement shall be instituted in the state or federal courts sitting in Mecklenburg County, North Carolina.

(h) Severability. The invalidity or unenforceability of any particular provision of this SAR Agreement shall not affect the other provisions hereof, and the Committee may elect in its discretion to construe such invalid or unenforceable provision in a manner which conforms to applicable law or as if such provision was omitted.

(i) Electronic Delivery and Acknowledgement. The Participant acknowledges and agrees that the Company may, in its discretion, deliver documents related to the SARs and participation in the Plan (including, without limitation, this SAR Agreement, Plan

documents and disclosures that may be required by the Securities and Exchange Commission) by electronic means, including through an on-line or electronic system (including by posting them on a website) established and maintained by the Company or a third party designated by the Company, and the Participant consents to receive documents in such manner. Regardless of whether the Company delivers and permits or requires acceptance of this SAR Agreement electronically, the Participant agrees to be bound by all terms and provisions of this SAR Agreement and the Plan.

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

SONIC AUTOMOTIVE, INC.

PARTICIPANT: <NAME>

By: _____

Title: _____

CERTIFICATION

I, Heath R. Byrd, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Sonic Automotive, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 24, 2014

By: /s/ HEATH R. BYRD

Heath R. Byrd
Executive Vice President and Chief Financial Officer

CERTIFICATION

I, O. Bruton Smith, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Sonic Automotive, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 24, 2014

By: /s/ O. BRUTON SMITH

O. Bruton Smith
Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Sonic Automotive, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Heath R. Byrd, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ HEATH R. BYRD

Heath R. Byrd
Executive Vice President and Chief Financial Officer

July 24, 2014

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Sonic Automotive, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, O. Bruton Smith, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ O. BRUTON SMITH

O. Bruton Smith
Chairman and Chief Executive Officer

July 24, 2014