

PREPARED BY AND MAIL TO:  
Parker, Poe, Adams & Bernstein L.L.P. (CBL)  
2500 Charlotte Plaza  
Charlotte, NC 28244

**STATE OF ALABAMA**

**MEMORANDUM OF LEASE**

**COUNTY OF SHELBY**

Pursuant to the terms of that certain Lease Agreement ("Lease"), dated as of the date listed in the table below, by and between the Landlord and Tenant (each as defined in the table below), which Lease is incorporated herein by reference, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, certain premises ("Premises"), as more particularly described in **EXHIBIT A**, attached hereto and incorporated herein by reference.

<b>Landlord:</b>	MMR Holdings, L.L.C., a North Carolina limited liability company
<b>Landlord's Address:</b>	c/o Capital Automotive REIT 1420 Spring Hill Road, Suite 525 McLean, Virginia 22102 Attn: Portfolio Manager
<b>Tenant:</b>	Sonic - Williams Cadillac, Inc., an Alabama corporation
<b>Tenant's Address:</b>	c/o Sonic Automotive, Inc. 5401 East Independence Blvd. Charlotte, NC 28212 Attn: Theodore M. Wright
<b>Address of Premises:</b>	5499 Champions Blvd. South, Birmingham, Shelby County, Alabama
<b>Date of Lease:</b>	August 13, 1999

The pertinent terms of the Lease are summarized as follows:

1. The term of the Lease is from August 13, 1999 until March 15, 2009.
2. There are two (2) renewal options for terms of five (5) years each.
3. The address for the Landlord is as shown in the table above.
4. The address for the Tenant is as shown in the table above.
5. Lessor and Lessee hereby ratify and affirm the Lease as duly executed by both parties.

**05/17/2000-16226**  
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SHELBY COUNTY JUDGE OF PROBATE  
005 MMS 610.00

Inst # 2000-16226

6. This Memorandum of Lease shall automatically terminate upon the earlier of (i) the termination of the Lease or (ii) the expiration of the Initial Lease Term; provided, however, that this Memorandum of Lease shall not terminate at the end of the Initial Lease Term if a new Memorandum of Lease is recorded to reflect the exercise by Tenant of any renewal options.

[SEE ATTACHED SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13<sup>th</sup> day of August, 1999.

**ATTEST:**

**TENANT:**

SONIC - WILLIAMS CADILLAC, INC., an Alabama corporation

By: *Theodore M. Wright*  
Name: Theodore M. Wright  
Title: Secretary

By: *B. Scott Smith*  
Name B. Scott Smith  
Title: Vice President

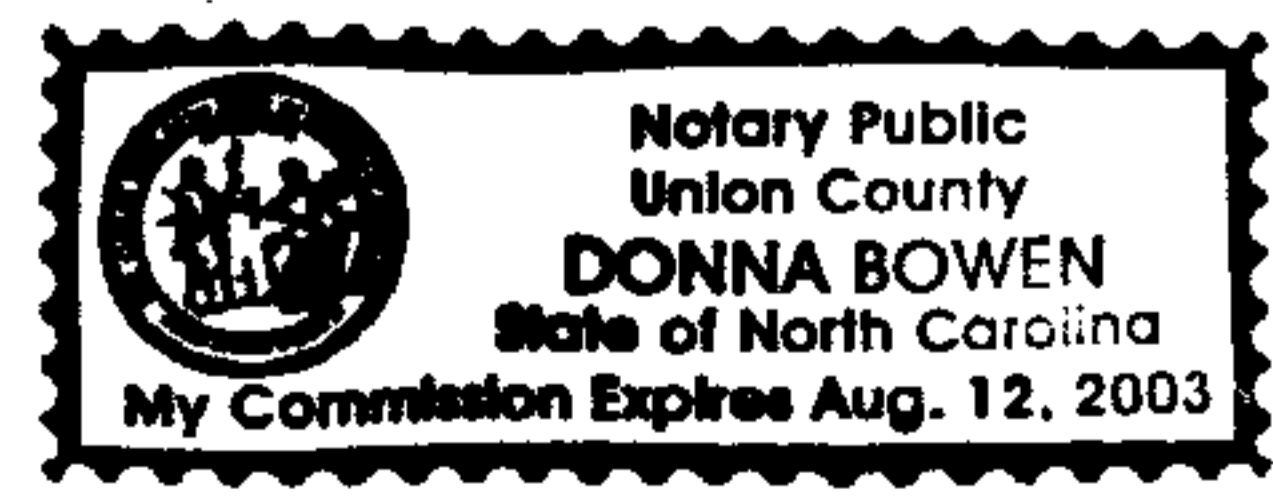
STATE OF NC )  
 ) ss:  
COUNTY OF Union )

On March 17, 2000, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared B. SCOTT SMITH, known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of SONIC - WILLIAMS CADILLAC, INC., the Tenant therein named, an Alabama corporation, and acknowledged the execution thereof to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he or she was authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal.

*Donna Bowen* [SEAL]  
Notary Public

My commission expires: \_\_\_\_\_





Lot 1-BB, according to a Resurvey of Lot 1-B of Resurvey of Lot 1-A, of Resurvey of Lot 1, B & S Subdivision, as recorded in Map Book 13, Page 143, in the Office of the Judge of Probate, Shelby county, Alabama.

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Schedule A #51