

## PARTIAL RELEASE OF GUARANTY AND SUBORDINATION AGREEMENT

THIS PARTIAL RELEASE OF GUARANTY AND SUBORDINATION AGREEMENT is executed as of the 28 day of September, 2001, by **MMR HOLDINGS, L.L.C.**, a North Carolina limited liability company ("Landlord"), for the benefit of **SONIC AUTOMOTIVE, INC.**, a Delaware Corporation (the "Guarantor").

WHEREAS, Sonic-Williams Cadillac, Inc., an Alabama Corporation ("SWC"), executed and delivered to Landlord, that certain Lease Agreement dated August 13, 1999 (the "Lease,"), for the property commonly known as 5499 Champions Boulevard, Birmingham, Alabama; and

WHEREAS, the Guarantor executed and delivered to Landlord that certain Guaranty and Subordination Agreement dated August 13, 1999, (the "Guaranty"), whereby the Guarantor in part, guaranteed the obligations and responsibilities of SWC under the Lease; and

WHEREAS, Landlord and SWC have agreed to terminate and cancel the Lease as of the date hereof; and

WHEREAS, pursuant to the terms and conditions set forth below, Landlord desires to partially release the Guarantor from its obligations and responsibilities under the Guaranty solely to the extent that the Guaranty pertains to the Lease.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby agrees for the benefit of the Guarantors as follows:

1. Landlord hereby partially releases, discharges and acquits the Guarantor from its obligations and responsibilities under the Guaranty except for Tenant's indemnity obligations which shall survive termination of the Lease and solely to the extent that the Guaranty pertains to any obligations, duties or liabilities under the Lease which occur after the date hereof.

2. This Partial Release of Guaranty shall be effective as of the date first above written.

3. Except as provided herein, the Guaranty shall remain in full force and effect. The Guarantor agrees to execute and deliver to the Landlord an amended and restated Guaranty and Subordination Agreement containing the terms set forth in the Guaranty and reflecting the release of the Lease hereunder. Upon such delivery, the Landlord shall return to the Guarantor the Guaranty.

Inst # 2001-42404

10/02/2001-42404  
09:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 20.00

IN WITNESS WHEREOF, Landlord and Guarantor have caused this Partial Release of Guaranty and Subordination Agreement to be executed and delivered as of the date first above written.

**LANDLORD:**

**MMR HOLDINGS, L.L.C.,**  
a North Carolina limited liability company

By: **CAR MMR, LLC,**  
a Delaware limited liability company,  
its Managing Member

By: **CAPITAL AUTOMOTIVE, L.P.**  
a Delaware limited partnership,  
its Managing Member

By: **CAPITAL AUTOMOTIVE  
REIT, a Maryland real estate  
investment trust, its General  
Partner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GUARANTOR:**

**SONIC AUTOMOTIVE, INC.,**  
a Delaware corporation

By: 

Name: Theodore M. Wright  
Vice President

Title: \_\_\_\_\_

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**LANDLORD:**

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By: **CAR MMR, LLC,**  
a Delaware limited liability company,  
its Managing Member

By: **CAPITAL AUTOMOTIVE, L.P.**  
a Delaware limited partnership,  
its Managing Member

By: **CAPITAL AUTOMOTIVE  
REIT, a Maryland real estate  
investment trust, its General  
Partner**

By: John M Weaver  
Name: John M Weaver  
Title: VP

**GUARANTOR:**

**SONIC AUTOMOTIVE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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