

Parties

Contract Date _____

Account Number _____

Creditor/Seller

Buyer (and Co-Buyer)

Name _____

Name _____

Address _____

Name _____

Billing Address _____

(Include County)

Unless otherwise specified, "you" and "your" refer to the Buyer (and Co-Buyer), and "we" and "us" refer to the Creditor/Seller, listed above in section labeled Parties. The vehicle described below, in the section labeled Vehicle and Trade-in Information, is referred to as "vehicle." After being quoted both a cash ("Cash Price", below) and credit price ("Total Sale Price", below) for the vehicle, you have chosen to buy the vehicle on credit. You agree to the terms and conditions on the front and back of this contract. You also acknowledge delivery and acceptance of the vehicle.

Type of Retail Installment Contract

Standard Balloon Payment

You understand that no matter which box is checked above, this contract is not a lease.

Federal Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____ %	FINANCE CHARGE E* The dollar amount the credit will cost you. \$ _____	Amount Financed The amount of credit provided to you or on your behalf. \$ _____	Total of Payments E* The amount you will have paid after you have made all payments as scheduled. \$ _____	Total Sale Price E* The total cost of your purchase on credit, including your down payment of: \$ _____ \$ _____
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Payment Schedule - Your payment schedule will be:

* E means Estimate

Number of Payments	Amount of Each Payment	When Payments Are Due
		<input type="checkbox"/> Monthly <input type="checkbox"/> _____ (Beginning Date of Payment)
_____	_____	_____
_____	_____	_____
_____	_____	_____
+ 1 Final Payment	Amount of Final Payment	Due Date of Final Payment
_____	_____	_____

Late Charge. You must pay a late charge on each payment made more than 10 days late. The charge is 5% or \$19, whichever is greater.

Prepayment. If you pay off early, you will not have to pay a penalty.

Security Interest. You are giving us a security interest in the vehicle being purchased

Additional Information. See the other side of this contract for additional information about security interest, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Vehicle and Trade-in Information

1. VEHICLE DESCRIPTION

New Used VIN _____

Year _____ Make _____ Model _____

Body Style _____ No. Cyl. _____

CD Player Telephone Other _____

2. PRIMARY INTENDED USE

Personal Commercial Agricultural _____

If no box is checked, or if Personal box is checked, you agree to use the vehicle for personal, family, or household purposes.

3. TRADE-IN DESCRIPTION

Year _____ Make _____ Model _____

Financing

4. ITEMIZATION OF AMOUNT FINANCED

a. Cash Price

(i) Vehicle (including accessories, delivery, installation charges, if any) ...\$ _____

(ii) Sales Tax\$ _____

(iii) Service Contract (optional) ...\$ _____

(iv)\$ _____

Summary of Insurance and Other Coverages (cont'd.)

Optional Insurance/Coverage

Credit life and credit disability insurance end on the original due date of the last payment due under this contract.

Credit Life \$ _____
 Premium _____

Insurer _____ Insured(s) _____

Buyer's Signature _____ Co-Buyer's Signature _____

Credit Disability \$ _____
 Premium _____

Insurer _____ Insured(s) _____

Buyer's Signature _____ Co-Buyer's Signature _____

Type _____

\$ _____
 Premium/Cost _____ Term _____

Insurer/Provider _____ Insured(s)/Beneficiary _____

Buyer's Signature _____ Co-Buyer's Signature _____

Type _____

\$ _____
 Premium/Cost _____ Term _____

Insurer/Provider _____ Insured(s)/Beneficiary _____

Buyer's Signature _____ Co-Buyer's Signature _____

(iii) Gross Allowance on Trade-in
\$ _____

(iv) Pay-off on Trade-in
\$ _____

Net Allowance on Trade-in\$ _____

Downpayment\$ _____
if less than \$0, disclose on Line c(i) and enter \$0 for the Downpayment.

c. Unpaid Balance of Cash Price\$ _____

Unpaid Trade-in Lien Amount to be Financed\$ _____
Paid to:

d. Other Charges Including Amounts Paid to Others on Your Behalf*

(i) Paid to Public Officials for:*

(a) Other Taxes\$ _____

(b) Filing Fees\$ _____

(c) License Fees\$ _____

(d) Certificate of Title Fees ...\$ _____

(e) Registration Fees\$ _____

(ii) Paid to: *
For:\$ _____

(iii) Paid to: *
For:\$ _____

(iv) Paid to: *
For:\$ _____

(v) Paid to: *
For:\$ _____

(vi) Paid to Insurance Companies for:*

(a) Optional Credit Life\$ _____

(b) Optional Credit Accident & Health\$ _____

(c) Optional\$ _____

(d) Optional\$ _____

(vii) Subtotal\$ _____

e. Amount Financed\$ _____

*Seller may be retaining a portion of these amounts.

Summary of Insurance and Other Coverages

5. REQUIRED VEHICLE INSURANCE

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

6. OPTIONAL CREDIT INSURANCE AND OTHER OPTIONAL INSURANCE OR COVERAGE.

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

NOTICE TO THE BUYER(S)

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS RETAIL INSTALLMENT CONTRACT. IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT, INCLUDING THE IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY ON THE BACK OF THIS CONTRACT.

X _____ X _____
Buyer Signs Co-Buyer Signs

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and retain its rights to receive a part of the Finance Charge.

GUARANTY

The Guarantor(s) named below absolutely and unconditionally guarantee(s) the full and timely payment of all amounts owed on this contract. This means that if Buyer fails to pay any money that is owed, the Guarantor(s) will pay it. Guarantor(s) shall be liable, both together and separately. Guarantor(s) agree that this Guaranty shall not be affected by any changes to this contract. Guarantor(s) also agree to be liable for all fees and costs, including attorneys' fees, incurred by us in enforcing this contract or this Guaranty.

EACH GUARANTOR ACKNOWLEDGES THE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AND THIS GUARANTY AT THE TIME OF SIGNING.

X _____ X _____
Guarantor Signs Guarantor Signs

Print name

Address

SELLER

By signing below, the Seller accepts this contract and assigns it to _____ ("Assignee") subject to the terms and conditions of the Retail Installment Contract and Lease Program Agreement with or assigned to DCFS USA LLC and Seller. Seller further warrants and represents that Buyer is purchasing the vehicle for Buyer's or Co-Buyer's use.

X _____
Seller Signs

By

Title

INSURANCE VERIFICATION

Seller (or Dealer) has verified that the insurance coverage described in Section 11 is in force on the date of this contract.

Insurance company Policy No. Insurance coverage verified
Employee of Seller/Dealer please initial

Insurance agent Phone number

Address

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS CONTRACT.

AUTO-PAY DEBIT AUTHORIZATION

Upon acceptance by DCFS USA LLC, its successors and assigns ("Mercedes-Benz Financial"), of this authorization and a properly voided check, preprinted with all the account holder name(s) and address, Mercedes-Benz Financial is authorized by the account holder ("you" or "your") to initiate electronic debit entries or effect a charge by any other commercially accepted means to your account held at the financial institution listed below for the amount of the monthly payment described in your contract with Mercedes-Benz Financial dated concurrently with this authorization ("Agreement"). The account number is listed on this form. You authorize and request the financial institution listed on this form to honor such debit entries. In addition, this authorization includes all other amounts due pursuant to the terms of the Agreement, which may vary from the amount of the regularly scheduled payment to an amount exceeding the regularly scheduled payment by \$100. You understand that Mercedes-Benz Financial will notify you of any changes in the dollar amount to be debited from your account where the debited amount will exceed the regularly scheduled payment by more than \$100. This authorization will remain in force until either Mercedes-Benz Financial or you have received reasonable and advance written notice of cancellation from the other party or until satisfaction in full of all

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Financial Institution Name

Name(s) on the Checking/Draft Account

Financial Institution Address

Checking/Draft Account Number

Lessee's Name(s)

Date

84-001-5329 OK (10/07)

MBF - ORIGINAL

CUSTOMER - WHITE

DEALER - YELLOW

FILING - GREEN