

The First Class Lease®

Motor Vehicle Lease Agreement - CONSUMER PAPER

Dates

The date of this lease is 03/04/2013.
 The scheduled term of this lease is 30 months ("Lease Term").
 The scheduled date this lease ends is 09/04/2015 ("Lease End").

Parties

Lessor (Dealer) MERCEDES-BENZ OF BOSTON
 Address 259 MCGRATH HIGHWAY
SOMERVILLE, MA 02143
Lessee DUN MENG
 Lessee N/A
 Lessee's Billing Address _____
 Address _____
 (Include County) _____
 Address of principal garage location, if different from Lessee's Billing Address (no P.O. Box): _____
 (Include County) _____

Type of Lease

Standard Lease **Single Payment Lease**
 If the Single Payment Lease box is checked above, "Monthly Payments" or "First Monthly Payment" are replaced with the words "Single Lease Payment" throughout this lease and the word "Monthly" in section 6.j. below is deleted.

Vehicle Information

New **Pre-owned** VIN _____
2013 MERCEDES - ML350W4 UTILIT 25
 Year Make Model Body Style Odometer reading
Optional Factory Equipment
 CD Player _____ Telephone _____
 Other (please specify) N/A

Primary Intended Use

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

Unless otherwise specified, "lease" refers to this Motor Vehicle Lease Agreement; "vehicle" refers to the vehicle described above; "you", "your", and "yours" refer to the Lessee and any Co-Lessee; "we", "us", and "our" refer to the Lessor and, after the lease is assigned, to DAIMLER TRUST, or its successors and assigns; "Assignee" refers to DAIMLER TRUST or its successors and assigns. The "Vehicle Turn-In Fee" is a fee to cover the cost of disposing of the vehicle, commonly referred to as a disposition fee. "Pre-owned" refers to used vehicles. You agree to lease the vehicle from us on the terms and conditions provided in the front and back of the lease. The terms and conditions contained in this lease are made on behalf of Lessor and Assignee.

Consumer Leasing Act Disclosures

<p>1. Amount Due at Lease Signing or Delivery (Itemized below)* \$ <u>17170.00</u></p>	<p>2. Monthly Payments Your first Monthly Payment of \$ <u>652.10</u> is due on <u>03/04/2013</u>, followed by <u>29</u> payments of \$ <u>652.10</u> due on the <u>4TH</u> of each month. The total of your Monthly Payments is <u>19563.00</u></p>	<p>3. Other Charges (not part of your Monthly Payment)</p> <p>a. Vehicle Turn-In Fee (if you do not purchase the vehicle) \$ <u>595.00</u></p> <p>b. <u>N/A</u> \$ <u>N/A</u></p> <p>c. Total \$ <u>595.00</u></p>	<p>4. Total of Payments (The amount you will have paid by the end of the lease) \$ <u>36675.90</u></p>
---	--	--	---

* 5. Itemization of Amount Due at Lease Signing or Delivery

a. Amount Due at Lease Signing or Delivery:

1. First Total Monthly Payment (includes sales/use taxes)	\$ <u>652.10</u>
2. Capitalized Cost Reduction	+\$ <u>14131.49</u>
3. Acquisition Fee (if not capitalized)	+\$ <u>995.00</u>
4. Sales/Use Taxes	+\$ <u>62.19</u>
5. Refundable Security Deposit	+\$ <u>N/A</u>
6. Title Fees	+\$ <u>80.00</u>
7. License Fees	+\$ <u>N/A</u>
8. Registration Fees	+\$ <u>48.00</u>
<u>GAP. RED. TAX</u>	+\$ <u>883.22</u>
10. <u>N/A</u>	+\$ <u>N/A</u>
<u>DOC FEE INSP.</u>	+\$ <u>318.00</u>
12. <u>N/A</u>	+\$ <u>N/A</u>
13. Total	= \$ <u>17170.00</u>

b. How the Amount Due at Lease Signing or Delivery will be paid:

1. Net Trade-in Allowance	\$ <u>0.00</u>
2. Rebates and noncash credits	+\$ <u>N/A</u>
3. Amount to be paid in cash	+\$ <u>17170.00</u>
<u>N/A</u>	+\$ <u>N/A</u>
5. Total	= \$ <u>17170.00</u>

6. Your monthly payment is determined as shown below:

a. Gross Capitalized Cost: The agreed upon value of the vehicle (<u>36974.00</u>) and any items you pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>57969.00</u>
b. Capitalized Cost Reduction: The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost	-\$ <u>14131.49</u>
c. Adjusted Capitalized Cost: The amount used in calculating your Base Monthly Payment	= \$ <u>43837.51</u>
d. Residual Value: The value of the vehicle at the end of the lease used in calculating your Base Monthly Payment	-\$ <u>36235.28</u>
e. Depreciation and any amortized amounts: The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	= \$ <u>7602.23</u>
f. Rent Charge: The amount charged in addition to the Depreciation and any amortized amounts	+\$ <u>10809.97</u>
g. Total of Base Monthly Payments: The Depreciation and any amortized amounts plus the Rent Charge	= \$ <u>10412.20</u>
h. Lease Payments: The number of payments in your lease	÷ <u>30</u>
i. Base Monthly Payment	= \$ <u>613.74</u>
j. Monthly Sales/Use Taxes	+\$ <u>38.36</u>
k. <u>N/A</u>	+\$ <u>N/A</u>
l. Total Monthly Payment	= \$ <u>652.10</u>

7. Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

7. Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 30,000 miles (Mileage Allowance) for the term of this lease, at the rate of 25 per mile.

9. Purchase Option at End of Lease Term. You have an option to purchase the vehicle ("as is") at the end of the lease term for \$ 36235.28, plus a Purchase Option Fee of \$ 150.00, plus a processing fee of \$ N/A, plus all official fees and taxes. See the Purchase Option section on the back of this lease for more information.

10. Other Important Terms. See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. Itemization of Gross Capitalized Cost

a. Price of Vehicle	\$ <u>6974.00</u>
b. Approved Dealer Installed Equipment	\$ <u>N/A</u>
c. Service Contract	\$ <u>N/A</u>
d. Extended Warranty	\$ <u>N/A</u>
e. Credit Life and/or Credit Disability Premium	\$ <u>N/A</u>
f. Current Year Taxes, Title, Licenses, Registration	\$ <u>N/A</u>
g. Acquisition Fee	\$ <u>N/A</u>
h. Sales/Use Taxes	\$ <u>N/A</u>
i. Other Tax (describe <u>N/A</u>)	\$ <u>N/A</u>
j. <u>N/A</u>	\$ <u>N/A</u>
k. <u>N/A</u>	\$ <u>N/A</u>
l. <u>MAINTENANCE</u>	\$ <u>995.00</u>
m. <u>N/A</u>	\$ <u>N/A</u>
n. <u>N/A</u>	\$ <u>N/A</u>
o. Total Gross Capitalized Cost	\$ <u>57969.00</u>

12. Estimated Official Fees and Taxes

The total estimated amount you will pay for official fees, license, title and registration fees, and taxes over the term of your lease, whether included with your Monthly Payment or assessed otherwise is \$ 2176.21. This is an estimate and the actual total of Official fees and Taxes may be higher or lower than this estimate. The actual total of Official Fees and Taxes depends on the rates in effect, the value of the vehicle and the garage location of the vehicle at the time the fees and taxes are assessed.

13. Mileage Allowance

If your Mileage Allowance in section 8 above is greater than 30,000 "Base Mileage Amount", you have chosen to purchase additional miles for your Mileage Allowance determination. If you have purchased additional miles, then at Lease End, except as provided below, you will be eligible for a credit or refund of 20 per mile for any unused additional miles between the Base Mileage Amount and your Mileage Allowance over the term of the lease. You will not receive a refund if the vehicle is destroyed or stolen, you are in default, you purchase the vehicle, or the refund is less than \$1.

14. Missing Records

If you do not return the vehicle's maintenance booklets as provided in the Maintenance section of this lease, you will owe a missing records fee in the amount of \$ N/A.

15. New and Pre-owned Vehicle Warranty

If the vehicle is new, it is covered by a standard new vehicle warranty from the manufacturer.

If the vehicle is pre-owned, it is not covered by a warranty unless indicated by a check in the corresponding box below:

- Remainder of standard new vehicle warranty from manufacturer
- Pre-owned vehicle warranty from manufacturer
- Pre-owned warranty from other third-party provider

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the indicated warranties.

We lease the vehicle to you "AS IS". EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE, AND UNLESS PROHIBITED BY LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VEHICLE'S (OR ANY PART OR ACCESSORY THEREOF) CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND WE MAKE NO OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

16. Optional Insurance and Other Products

You are not required to buy any of the optional insurance or other products listed below to enter into this lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless you are accepted by the provider. By your initials below, you agree that you have received a notice of the terms and cost of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer). These coverages are not provided by the Lessor. You must pursue all matters related to these coverages, including refunds, through the provider. The terms and conditions for these coverages are provided in a separate contract, which you acknowledge that you have received and read.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

Credit Life Provider _____
 Initial Coverage \$ N/A Prem. \$ N/A
 Lessee/Co-Lessee Initials _____

Credit Disability Provider _____
 Maximum Mo. Benefit \$ N/A Prem. \$ N/A
 Lessee/Co-Lessee Initials _____

Service Agreement Provider _____
 Coverage is for 36 months or _____ miles, whichever happens first.
 Premium or charge \$ 995.00 Lessee/Co-Lessee Initials _____

Extended Warranty Provider _____
 Coverage is for _____ months or _____ miles, whichever happens first.
 Premium or charge \$ N/A Lessee/Co-Lessee Initials _____

Notices/Signatures

NOTICE TO LESSEE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

LESSEE

By signing below, you acknowledge that:

- This lease is completely filled out;
You have read this entire lease carefully and agree to all of its terms, INCLUDING THE IMPORTANT ARBITRATION DISCLOSURES ON THE BACK OF THIS LEASE;
You have received a completed copy of this lease; and the Lessor may assign all right, title, and interest in this lease, vehicle and Guaranty to anyone.

Signature lines for Lessee and Lessor, including fields for Name, Address, Title, and Driver's license number/State.

GUARANTY

The Guarantor(s) named below absolutely and unconditionally guarantee(s) payment of all amounts owed under this lease. This means if the lessee(s) fail(s) to pay any money owed, guarantor(s) will pay it. All Guarantor(s) shall be jointly and severally liable and agree that this guaranty shall not be affected by any changes to this lease.

Guarantor(s) has/have received a completed copy of this lease and guaranty at the time of signing.

Signature lines for Guarantor, including fields for Name, Address, and Title.

LESSOR SIGNATURE AND ASSIGNMENT

By signing below, the Lessor (or if Daimler Trust is Lessor, through its attorney-in-fact) accepts the terms and conditions of this lease. If Lessor is not Daimler Trust, Lessor assigns all right, title and interest in this lease, vehicle and Guaranty to Daimler Trust, subject to the terms and conditions of the Retail Installment Contract and Lease Program Agreement with or assigned to Mercedes-Benz Financial Services USA LLC and Lessor.

Signature line for Lessor (or its attorney-in-fact) and Title field.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

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

AUTO PAY DEBIT AUTHORIZATION

Effective on the same date as my lease or retail installment contract ("Agreement"), I (hereafter "I", "me" or "my") hereby authorize Mercedes-Benz Financial Services USA LLC and its successors and assigns ("MBFS") to initiate recurring electronic debit entries or effect recurring charges by any other commercially accepted means to the account listed below at the designated financial institution for the amount exceeding up to \$100 of the regularly scheduled payment under the Agreement.

Financial Institution Name

Bank Routing Number

Name(s) on Bank Account

Bank Account Number

Bank Account Owner/Authorized Signer's Signature