

THIS NOTE IS NOT ASSIGNABLE OR TRANSFERABLE, IN WHOLE OR IN PART, EITHER DIRECTLY OR BY OPERATION OF LAW OR OTHERWISE. NO ATTEMPTED ASSIGNMENT OR TRANSFER HEREOF OTHERWISE SHALL BE EFFECTIVE. NOTWITHSTANDING THE FOREGOING, THIS SECURITY MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, TO A NOMINEE OF WILMINGTON TRUST COMPANY (THE "DEPOSITARY") OR TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES.

MERCEDES-BENZ FINANCIAL SERVICES USA LLC

First Class Demand Notes, Series 2 Variable Denomination Floating Rate Demand Notes

MERCEDES-BENZ FINANCIAL SERVICES USA LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company", which term includes any successor company), for value received, hereby promises to pay to Wilmington Trust Company, as Depositary, the aggregate unpaid principal amount of up to \$1 billion (the "Principal Balance"), if any, outstanding from time to time hereunder as shown on the books and records of the Company maintained by the Depositary for the Company's First Class Demand Notes program (the "Program") and, to the extent permitted by law, to pay interest on the Principal Balance, at a rate per annum from time to time determined by the Company. This Note is a duly authorized issue of promissory notes of the Company, designated as its First Class Demand Notes, Series 2 (hereinafter called the "Notes").

1. Interest. Interest on the Principal Balance accrues daily until the Principal Balance has been paid or duly provided for and will be automatically reinvested on the last Business Day of each calendar month unless an investor elects to redeem Notes, in which case interest is credited to the Notes to be redeemed on the day immediately prior to the redemption date. The interest rate on the Notes is subject to change on Friday of each week, with any change being effective the following Monday. If either day is not a Business Day, the change and/or related effective date may be on the following Business Day. For purposes of the Program, a "Business Day" is any day other than a Saturday, Sunday or any other day on which banks are authorized by federal law or required by Pennsylvania or New York law to close. Interest on the Notes is compounded daily, at the rate in effect each day, based on a 365-day year. During a leap year, the interest on the Notes is compounded daily, at the rate in effect each day, based on a 366-day year. On and after the redemption date, interest ceases to accrue on Notes or portions of them being redeemed.

2. Redemption by the Holder. The Principal Balance and accrued interest hereunder not credited to the Principal Balance as herein provided shall be payable, in whole or in part, on demand by the holder of this Note at any time after the date hereof.

3. Redemption by the Company. The Principal Balance hereof together with accrued interest hereunder not credited to the Principal Balance as herein provided may be redeemed by the Company in whole or in part at any time and from time to time after the date hereof.

4. Payments. Payment of the Principal Balance and accrued and unpaid interest of this Note will be made to the person whose name is set forth above, or in accordance with the instructions of such person given in accordance with the provisions of the Program, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

5. Events of Default.

- a. "Events of Default" means any one of the following events continued for the period of time, if any, and after the giving of notice, if any, designated in this Note:
 - i. default in the payment of principal of or any installment of interest upon the Notes as and when the same shall become due and payable, and continuance of such default for a period of 20 days, provided, however, that an administrative error relating to a Note or improperly identifying the Note of an investor shall not be considered in determining whether an Event of Default shall have occurred unless such error shall have continued uncorrected for a period of 30 days after written notification thereof to the processing agent for the Program, which may be the Depositary, with a copy to the Company, by an investor, the Company to be the sole judge of whether the error has been corrected; or
 - ii. failure on the part of the Company duly to observe or perform any other of the covenants or agreements on the part of the Company in respect of the Notes contained herein continued for a period of 60 days after the date on which written notice of such failure, requiring the Company to remedy the same, shall have been given to the Company by the investors owning at least twenty-five percent in aggregate principal amount of the Notes at the time outstanding; or
 - iii. a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Company bankrupt or insolvent, or approving as properly filed a petition seeking reorganization of the Company under the Bankruptcy Act of Title 11 of the United States Code, as amended from time to time (the "Federal Bankruptcy Code"), or any other similar applicable federal or state law, and such decree or

order shall have continued undischarged and unstayed for a period of 60 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee (or other similar official) in bankruptcy or insolvency of the Company or of all or substantially all of the property of the Company or for the winding up or liquidation of the affairs of the Company shall have been entered, and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or

iv. the Company shall institute proceedings to be adjudicated bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under the Federal Bankruptcy Code or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee (or other similar official) in bankruptcy or insolvency of it or of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

b. If an Event of Default occurs and is continuing, then and in each and every case, unless the principal of all of the Notes shall have already become due and payable, investors owning not less than twenty-five percent in aggregate principal amount of the Notes then outstanding hereunder, by notice in writing to the Company, with a copy to the Depositary, may declare the principal amount of all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable. This provision, however, is subject to the condition that if, at any time after the principal amount of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Company shall pay matured installments of interest, if any, upon all such Notes and the principal of any and all such Notes which shall have become due otherwise than by acceleration, and any and all defaults under the Notes, other than the nonpayment of principal of and accrued interest on the Notes which shall have become due solely by acceleration, shall have been remedied or cured or waived, then and in every such case investors owning a majority in aggregate principal amount of the Notes then outstanding, by written notice to the Company, with a copy to the Depositary, may waive all defaults with respect to the Notes and rescind and annul such declaration and its consequences; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

6. Unconditional Right to Receive Principal and Interest. No reference herein to any provision of this Note shall alter or impair the obligation of the Company, which is absolute and

unconditional, to pay the Principal Balance of and interest on this Note at the place, at the respective times, at the rate and in the currency herein prescribed.

7. Persons Deemed Owners. At all times after the date hereof the Company, the processing agent for the Program and any other paying agent may deem and treat the holder hereof as the absolute owner hereof (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment as herein provided and for all other purposes, and neither the Company nor any paying agent shall be affected by any notice to the contrary.

8. No Recourse Against Others. No recourse shall be had for the payment of the Principal Balance of or the interest on this Note, or for any claim based hereon, or otherwise in respect hereof, against any incorporator, stockholder, member, manager, officer, director or employee, as such, past, present or future, of the Company or of any successor company, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

9. Definitive Notes. In the event (i) the Depository delivers to the Company a written notice that it is unwilling or unable to continue to act as Depository and a successor Depository is not appointed by the Company within 90 days after the date of such notice from the Depository or (ii) the Company in its sole discretion determines that the Notes (in whole but not in part) in global form should be exchanged for definitive Notes and delivers a written notice to such effect to the Depository, the Depository shall surrender this Note to the Company for cancellation whereupon the Company will execute and deliver Notes of this series in definitive registered form without coupons, in an aggregate principal amount equal to the principal amount of this Note at the time outstanding in exchange for this Note.

10. Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

11. Amendments. The Notes may be amended or modified by the Company with the consent of the holder of the Note and investors owning a majority in aggregate principal amount of the Notes then outstanding; provided, that the Notes may be amended or modified to cure any ambiguity, defect or inconsistency, to provide for assumption of Company obligations to the holder of the Note or to make any change that does not adversely affect the rights of any investor in any material respect without the consent of any investor or holder of the Note. Nothing herein shall limit the right of the Company at any time to terminate, to suspend or from time to time or to modify the Program in part or in its entirety, or in respect of categories of investors, including but not limited to, investors located in one or more jurisdictions which shall be absolute and which shall not require the consent of any investor or holder of the Notes.

12. No Sinking Fund. The Notes do not have the benefit of any sinking fund obligations.

13. Governing Law. This Note shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of said State.

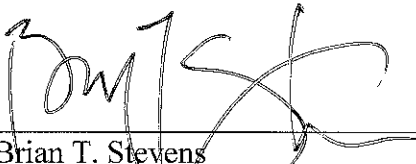
14. Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

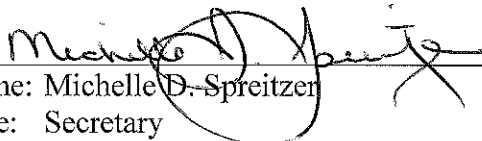
[Signature Page Follows]

IN WITNESS WHEREOF, Mercedes-Benz Financial Services USA LLC has caused this instrument to be signed by its President, or one of its Vice Presidents, and by its Treasurer or one of its Assistant Treasurers or its Secretary or one of its Assistant Secretaries, manually or in facsimile, and an imprint or facsimile of its corporate seal to be imprinted hereon.

Dated: March 1, 2017

MERCEDES-BENZ FINANCIAL SERVICES USA LLC

By: 
Name: Brian T. Stevens
Title: Vice President and Controller

By: 
Name: Michelle D. Spreitzer
Title: Secretary