

**Report on Assessment of Compliance with Applicable Servicing Criteria of  
Mercedes-Benz Financial Services USA LLC f/k/a DCFS USA LLC**

1. Mercedes-Benz Financial Services USA LLC is responsible for assessing compliance with the servicing criteria applicable to it set forth in paragraph (d) of Item 1122 of Regulation AB as of December 31, 2013 and for the period from January 1, 2013, through December 31, 2013 (the “Reporting Period”), as set forth in Appendix A hereto. The transactions covered by this report include publicly issued asset-backed securities transactions involving United States consumer automotive retail installment sale contracts for which Mercedes-Benz Financial Services USA LLC acts as servicer (the “Platform”).
2. Mercedes-Benz Financial Services USA LLC has engaged certain vendors, which are not servicers as defined by Item 1101(j) of Regulation AB (the “Vendors”), to perform specific, limited or scripted activities, and Mercedes-Benz Financial Services USA LLC elects to take responsibility for assessing compliance with the servicing criteria or portion of the servicing criteria applicable to such Vendors’ activities as set forth in Appendix A hereto as permitted by Interpretation 17.06 of the SEC Division of Corporation Finance Manual of Publicly Available Telephone Interpretations;
3. Mercedes-Benz Financial Services USA LLC has determined that the criteria in the column titled “Inapplicable Servicing Criteria” on Appendix A hereto (collectively, the “Inapplicable Servicing Criteria”) are not applicable to Mercedes-Benz Financial Services USA LLC based on the activities Mercedes-Benz Financial Services USA LLC performs directly or through its Vendors with respect to the Platform. The criteria set forth in paragraph (d) of Item 1122 of Regulation AB other than the Inapplicable Servicing Criteria are referred to as the “Applicable Servicing Criteria”;
4. Mercedes-Benz Financial Services USA LLC has complied, in all material respects, with the Applicable Servicing Criteria as of December 31, 2013, and for the Reporting Period with respect to the Platform taken as a whole, except as described in Appendix B hereto;
5. Mercedes-Benz Financial Services USA LLC has not identified and is not aware of any material instance of noncompliance by the Vendors with the Applicable Servicing Criteria as of December 31, 2013, and for the Reporting Period with respect to the Platform taken as a whole;
6. Mercedes-Benz Financial Services USA LLC has not identified any material deficiency in its policies and procedures to monitor the compliance by the Vendors with the Applicable Servicing Criteria as of December 31, 2013, and for the Reporting Period with respect to the Platform taken as a whole; and
7. Grant Thornton LLP, an independent registered public accounting firm, has issued an attestation report on Mercedes-Benz Financial Services USA LLC’s compliance with the Applicable Servicing Criteria as of December 31, 2013, and for the Reporting Period.

March 18, 2014

Mercedes-Benz Financial Services USA LLC

By: /s/ Brian T. Stevens  
Brian T. Stevens  
Vice President and Controller

**APPENDIX A**

| <b>SERVICING CRITERIA</b>                 |   | <b>APPLICABLE<br/>SERVICING CRITERIA</b> |  | <b>INAPPLICABLE<br/>SERVICING<br/>CRITERIA</b>  |
|---|---|--|--|---|
| <b>Reference</b>                          | <b>Criteria</b>   | <b>Performed<br/>By<br/>Servicer</b>     | <b>Performed<br/>by<br/>Vendor(s)<br/>for which<br/>Mercedes-<br/>Benz<br/>Financial<br/>Services<br/>USA LLC is<br/>the<br/>Responsible<br/>Party</b> | <b>NOT performed<br/>by Mercedes-Benz<br/>Financial Services<br/>USA LLC or by<br/>subservicer(s)<br/>or vendor(s)<br/>retained by<br/>Mercedes-Benz<br/>Financial Services<br/>USA<br/>LLC</b> |
| <b>General Servicing Considerations</b>   |   |  |  |   |
| 1122(d)(1)(i)                             | Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.  | <b>X</b>                                 |  |   |
| 1122(d)(1)(ii)                            | If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.  | <b>X</b>                                 |  |   |
| 1122(d)(1)(iii)                           | Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.   |  |  | <b>X</b>  |
| 1122(d)(1)(iv)                            | A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements. | <b>X<sup>1</sup></b>                     |  | <b>X</b>  |
| <b>Cash Collection and Administration</b> |   |  |  |   |
| 1122(d)(2)(i)                             | Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days following receipt, or such other number of days specified in the transaction agreements.                     | <b>X</b>                                 | <b>X</b>   |   |
| 1122(d)(2)(ii)                            | Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.   | <b>X<sup>2</sup></b>                     |  |   |
| 1122(d)(2)(iii)                           | Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements  | <b>X<sup>3</sup></b>                     |  |   |

<sup>1</sup> Applicable in regard to Mercedes-Benz Auto Receivables Trust 2009-1 only. No occurrences during the Reporting Period.

<sup>2</sup> Not applicable to obligor disbursements.

<sup>3</sup> No occurrences during the Reporting Period.

| <b>SERVICING CRITERIA</b>                 |  | <b>APPLICABLE<br/>SERVICING CRITERIA</b> |  | <b>INAPPLICABLE<br/>SERVICING<br/>CRITERIA</b>  |
|---|--|--|--|---|
| <b>Reference</b>                          | <b>Criteria</b>  | <b>Performed<br/>By<br/>Servicer</b>     | <b>Performed<br/>by<br/>Vendor(s)<br/>for which<br/>Mercedes-<br/>Benz<br/>Financial<br/>Services<br/>USA LLC is<br/>the<br/>Responsible<br/>Party</b> | <b>NOT performed<br/>by Mercedes-Benz<br/>Financial Services<br/>USA LLC or by<br/>subservicer(s)<br/>or vendor(s)<br/>retained by<br/>Mercedes-Benz<br/>Financial Services<br/>USA<br/>LLC</b> |
| 1122(d)(2)(iv)                            | The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of overcollateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.  | <b>X</b>                                 |  |   |
| 1122(d)(2)(v)                             | Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, “federally insured depository institution” with respect to a foreign financial institution means a foreign financial institution that meets the requirements of Rule 240.13k-1(b)(1) of the Securities Exchange Act.  |  |  | <b>X</b>  |
| 1122(d)(2)(vi)                            | Unissued checks are safeguarded so as to prevent unauthorized access.  |  |  | <b>X</b>  |
| 1122(d)(2)(vii)                           | Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person who prepared the reconciliation; and (D) contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements. | <b>X</b>                                 |  |   |
| <b>Investor Remittances and Reporting</b> |  |  |  |   |
| 1122(d)(3)(i)                             | Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) provide information calculated in accordance with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors’ or the trustee’s records as to the total unpaid principal balance and number of pool assets serviced by the Servicer.  | <b>X</b>                                 |  |   |
| 1122(d)(3)(ii)                            | Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.  | <b>X<sup>4</sup></b>                     |  |   |

<sup>4</sup> The Servicing Supplement for the Mercedes-Benz Auto Receivables Trust 2011-1 transaction incorrectly indicated that the Indenture Trustee would perform this function.

| SERVICING CRITERIA               |  | APPLICABLE SERVICING CRITERIA |  | INAPPLICABLE SERVICING CRITERIA  |
|----------------------------------|--|-------------------------------|--|--|
| Reference                        | Criteria   | Performed By Servicer         | Performed by Vendor(s) for which Mercedes-Benz Financial Services USA LLC is the Responsible Party | NOT performed by Mercedes-Benz Financial Services USA LLC or by subservicer(s) or vendor(s) retained by Mercedes-Benz Financial Services USA LLC |
| 1122(d)(3)(iii)                  | Disbursements made to an investor are posted within two business days to the Servicer's investor records, or such other number of days specified in the transaction agreements.  | X <sup>5, 6</sup>             |  |  |
| 1122(d)(3)(iv)                   | Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.  | X <sup>7</sup>                |  |  |
| <b>Pool Asset Administration</b> |  |                               |  |  |
| 1122(d)(4)(i)                    | Collateral or security on pool assets is maintained as required by the transaction agreements or related mortgage loan documents.  | X                             | X  |  |
| 1122(d)(4)(ii)                   | Pool assets and related documents are safeguarded as required by the transaction agreements.   | X                             | X  |  |
| 1122(d)(4)(iii)                  | Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.  | X <sup>8</sup>                |  |  |
| 1122(d)(4)(iv)                   | Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the Servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents. | X                             |  |  |
| 1122(d)(4)(v)                    | The Servicer's records regarding the pool assets agree with the Servicer's records with respect to an obligor's unpaid principal balance.  | X                             |  |  |
| 1122(d)(4)(vi)                   | Changes with respect to the terms or status of an obligor's pool assets (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.  | X                             |  |  |

<sup>5</sup> Mercedes-Benz Financial Services USA LLC's responsibility in regard to criterion 1122 (d)(3)(iii) is limited to amounts remitted to Indenture Trustee (as defined in the transaction agreements), rather than the investor, as set forth in the transaction agreements. The Indenture Trustee has provided a Report on Compliance with Applicable Servicing Criteria pursuant to Item 1122 of Regulation AB under the Securities and Exchange Act of 1934.

<sup>6</sup> The Servicing Supplement for the Mercedes-Benz Auto Receivables Trust 2011-1 transaction incorrectly indicated that the Indenture Trustee would perform this function.

<sup>7</sup> The Servicing Supplement for the Mercedes-Benz Auto Receivables Trust 2011-1 transaction incorrectly indicated that the Indenture Trustee would perform this function.

<sup>8</sup> No occurrences during the Reporting Period.

| <b>SERVICING CRITERIA</b> |  | <b>APPLICABLE<br/>SERVICING CRITERIA</b> |  | <b>INAPPLICABLE<br/>SERVICING<br/>CRITERIA</b>  |
|---------------------------|--|--|--|---|
| <b>Reference</b>          | <b>Criteria</b>  | <b>Performed<br/>By<br/>Servicer</b>     | <b>Performed<br/>by<br/>Vendor(s)<br/>for which<br/>Mercedes-<br/>Benz<br/>Financial<br/>Services<br/>USA LLC is<br/>the<br/>Responsible<br/>Party</b> | <b>NOT performed<br/>by Mercedes-Benz<br/>Financial Services<br/>USA LLC or by<br/>subservicer(s)<br/>or vendor(s)<br/>retained by<br/>Mercedes-Benz<br/>Financial Services<br/>USA<br/>LLC</b> |
| 1122(d)(4)(vii)           | Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.   | <b>X</b>                                 |  |   |
| 1122(d)(4)(viii)          | Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).   | <b>X</b>                                 | <b>X</b>   |   |
| 1122(d)(4)(ix)            | Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.   | <b>X<sup>9</sup></b>                     |  | <b>X</b>  |
| 1122(d)(4)(x)             | Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements. |  |  | <b>X</b>  |
| 1122(d)(4)(xi)            | Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the Servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements.  |  |  | <b>X</b>  |
| 1122(d)(4)(xii)           | Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the Servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.  |  |  | <b>X</b>  |
| 1122(d)(4)(xiii)          | Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the Servicer, or such other number of days specified in the transaction agreements.  |  |  | <b>X</b>  |

<sup>9</sup>Applicable in regard to Mercedes-Benz Auto Receivables Trust 2009-1 only. No occurrences during the Reporting Period.

| <b>SERVICING CRITERIA</b> |   | <b>APPLICABLE<br/>SERVICING CRITERIA</b> |  | <b>INAPPLICABLE<br/>SERVICING<br/>CRITERIA</b>  |
|---------------------------|---|--|--|---|
| <b>Reference</b>          | <b>Criteria</b>   | <b>Performed<br/>By<br/>Servicer</b>     | <b>Performed<br/>by<br/>Vendor(s)<br/>for which<br/>Mercedes-<br/>Benz<br/>Financial<br/>Services<br/>USA LLC is<br/>the<br/>Responsible<br/>Party</b> | <b>NOT performed<br/>by Mercedes-Benz<br/>Financial Services<br/>USA LLC or by<br/>subservicer(s)<br/>or vendor(s)<br/>retained by<br/>Mercedes-Benz<br/>Financial Services<br/>USA<br/>LLC</b> |
| 1122(d)(4)(xiv)           | Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.  | <b>X</b>                                 |  |   |
| 1122(d)(4)(xv)            | Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements. |  |  | <b>X</b>  |

## **APPENDIX B**

### **Material Instances of Noncompliance**

Management's assessment of compliance with the Applicable Servicing Criteria set forth by the Securities and Exchange Commission in paragraph (d) of Item 1122 of Regulation AB as of December 31, 2013 and for the Reporting Period, disclosed the following material instances of noncompliance with servicing criterion 1122(d)(4)(vii).

- With respect to servicing criterion 1122(d)(4)(vii), certain loss mitigation or recovery actions were not initiated, conducted and concluded in accordance with time frames or other requirements established by the transaction agreements.

### **Management Response**

Mercedes-Benz Financial Services USA LLC believes that distributions to the security holders were not materially impacted as a result of the material instance of noncompliance noted above. Nevertheless, Mercedes-Benz Financial Services USA LLC is exploring procedural and policy changes to achieve full compliance with these requirements.