FORM# 64309 DEAL# 5584 STORE# 111 STK# KA004364 CUST# VM25744

RETAIL PURCHASE AGREEMENT

MERCEDES BENZ OF HUNT VALLEY
9800 YORK RD.
COCKEYSVILLE, MD 21030
410-666-777

(REFERRED TO AS "SELLER" OR "DEALER")

DATE	SALES	SALES MGR	CFS MGR
04/27/2019	MARSHALL SANDERS	RACHAEL HOLDERIED	RENE JAVOIS

PURCHASER DAVID HENRY EPSTEIN
ADDRESS 4 BUCKSWAY RD
OWINGS MILLS, MD 21117-3006
DAVID@PEISTAFFING.COM
H: (410) 268-2233 W: (410) 268-2233

CO-PURCHASER
ADDRESS N/A

PURCHASE VEHICLE ☒ NEW ☐ USED ☐ DEMO

YEAR/MAKE: 2019 MERCEDES-BENZ
MODEL/COLOR: AMG GT POLAR WHITE
VIN: WDD7X6BB3KA004364 MILEAGE: 13
CYL/ENGINE SIZE/TRANS.: 6 3L STRA 6 CYL A

TRADE-IN VEHICLE 1

YEAR/MAKE/MODEL: 2019 MERCEDES-BENZ G650
VIN: WDCYC6BJ7KX307673 MILEAGE: 4684

TRADE-IN VEHICLE 2

YEAR/MAKE/MODEL: N/A
VIN: N/A MILEAGE: N/A

Complete Trade-In Vehicle Information, Lienholder/Payoff Information, and Trade-In Vehicle representations are contained on the Trade Vehicle Payoff Authorization form. The Trade Vehicle Payoff Authorization form is incorporated by reference and made a part of this Purchase Agreement.

CUSTOMER INITIALS E-SIGNED by DAVID EPSTEIN

*OPTIONAL ACCESSORIES / PRODUCTS / SERVICES: You have elected to purchase the optional items listed. The Seller does not require you to purchase any of these items. The amount for these items represents cost and profit to the Seller. See TERMS AND CONDITIONS on reverse side.

**DEALER PROCESSING CHARGE: This charge includes an amount charged by the Dealer for obtaining the title and license plates for the Vehicle, obtaining a release of lien, filing title documents concerning the sale of the Vehicle or other administrative services concerning the sale of the vehicle. DEALER DOES NOT CHARGE A FEE FOR FILLING IN OR PREPARING DOCUMENTS RELATED TO THE TRANSACTION.

WARRANTY STATEMENT

WE ARE SELLING THIS VEHICLE TO YOU AS-IS. THERE ARE NO IMPLIED WARRANTIES OF EITHER THE MANUFACTURER OF THE DEALER EXCEPT THE MINIMUM WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE IMPLIED BY LAW; HOWEVER, THESE IMPLIED WARRANTIES ARE INAPPLICABLE TO VEHICLES NOT USED AS CONSUMER GOODS AND TO USED VEHICLES OVER SIX (6) MODEL YEARS OLD AND DRIVEN IN EXCESS OF 60,000 MILES. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED GOODS AND SERVICES. IF WE SELL A SERVICE CONTRACT ON OUR OWN BEHALF, ANY IMPLIED WARRANTIES WILL APPLY ONLY WITH RESPECT TO THE ITEMS COVERED IN THE SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

☐ USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties are limited in duration to the term of the Used Vehicle Limited Warranty.

ITEMIZATION OF COSTS

BASE SELLING PRICE		$ 101000.00
SELLER INSTALLED PARTS, EQUIPMENT AND ACCESSORIES AND VEHICLE SERVICE CONTRACTS: This vehicle may include parts, equipment or accessories installed by Dealer that are not products of the vehicle manufacturer. Any warranty on these parts, equipment and accessories is not provided by the vehicle manufacturer. In addition, some vehicle service contracts sold by the Dealer are not products of the vehicle manufacturer and the coverage is not provided by the vehicle manufacturer or its affiliate. Dealer can provide additional information upon request.		
OPTIONAL ACCESSORIES / PRODUCTS / SERVICES*		
N/A	+	N/A
N/A	+	N/A
APPEARANCE PROTECTION	+	499.00
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
TOTAL SELLING PRICE INCLUDING ACCESSORIES	=	101499.00
LESS: DISCOUNT AND/OR TRADE-IN ALLOWANCE	-	120000.00
CASH DIFFERENCE	=	-18501.00
DEALER PROCESSING CHARGE** (NOT REQUIRED BY LAW)	+	300.00
OPTIONAL ELECTRONIC TITLE AND REGISTRATION FEE (ELECTRONIC TITLE AND REGISTRATION FEE CANNOT EXCEED $20)	+	20.00
SUBTOTAL	=	-18181.00
SALES TAX @ 6.0000 %	+	18.00
LICENSE (187.00) TITLE (100.00)	+	287.00
TIRE RECYCLING FEE (4.00) LIEN (20.00)	+	24.00
REGISTRATION / XXXXXXXXXXXXXXX	+	20.00
SUBTOTAL	=	-17832.00
BALANCE OWED ON TRADE-IN	+	134174.64
N/A	+	N/A
GAP PROTECTION	+	995.00
MB PREPAID MAINTENANCE	+	3199.00
VEH PROT PLUS KEY	+	1735.00
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
N/A	+	N/A
TOTAL DUE	=	122271.64
FACTORY CASH / REBATE ASSIGNED TO SELLER	-	N/A
DOWN PAYMENT	-	N/A
UNPAID BALANCE DUE	=	122271.64

By signing below, I represent that I am at least 18 years of age and have authority to enter into this Agreement. I have read the terms and conditions of this Agreement, including those that appear on the subsequent pages (which I agree to the same as if they were printed above my signature) and hereby acknowledge that this Agreement is complete and accurately reflects the negotiations and agreements between the Seller and myself. If I did not understand any of the above, I have had my own representative and agent read and explain in my native language (or have had the opportunity but have elected not to do so) all of the above and foregoing.

PURCHASER/CO-PURCHASER ACKNOWLEDGES HE OR SHE HAS READ ALL OF THE FOREGOING AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT.

ACCEPTED BY	PURCHASER
E-SIGNED by RENE JAVOIS	E-SIGNED by DAVID EPSTEIN
RENE JAVOIS SELLER (MANAGER)	
NO REPRESENTATIONS HAVE BEEN MADE THAT ARE NOT SET FORTH HEREIN	CO-PURCHASER N/A

LS ANMD-ERA (Rev. 03/18) MAKE SURE YOU RECEIVE A SIGNED COMPANY RECEIPT FOR ANY CASH TENDERED ON THIS TRANSACTION. Page 1 of 3

NOTICE TO BUYER(S) OF NEW VEHICLES. IF YOU ARE PURCHASING A NEW VEHICLE WHICH IS SUBJECT TO A MANUFACTURER'S EXPRESS WARRANTY AND THE VEHICLE DOES NOT CONFORM TO THAT WARRANTY DURING THE WARRANTY PERIOD, YOU MUST GIVE WRITTEN NOTICE OF THE NONCONFORMITY, DEFECT OR CONDITION TO THE MANUFACTURER OR FACTORY BRANCH DURING THE WARRANTY PERIOD BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, IN ORDER TO PRESERVE YOUR RIGHTS UNDER THE MARYLAND AUTOMOTIVE ENFORCEMENT ACT.

Notice. You have read the following "Notice of Buyer's Rights" and consent to the placement on the Vehicle of an insignia, logo or plate advertising our name (all referred to as "insignia" in the notice) and you waive the right to compensation for the placement.

NOTICE OF BUYER'S RIGHTS - UNDER MARYLAND LAW, A DEALER MAY NOT PLACE ON A VEHICLE AN INSIGNIA UNLESS THE DEALER RECEIVES THE BUYER'S CONSENT IN THE CONTRACT FOR THE SALE OF THE VEHICLE WITH NOTICE TO THE BUYER OF HIS RIGHTS CONCERNING SUCH ADVERTISING. IF A DEALER PLACES AN INSIGNIA ON THE VEHICLE WITHOUT RECEIVING THE BUYER'S CONSENT, THE DEALER IS REQUIRED AT THE REQUEST OF THE BUYER TO REMOVE HIS ADVERTISING AND TO MAKE REPAIRS NECESSARY TO RESTORE THE VEHICLE TO ITS ORIGINAL APPEARANCE AT NO COST TO THE BUYER. THE DEALER MAY ENTER INTO AN AGREEMENT WITH THE BUYER TO COMPENSATE THE BUYER FOR THE BUYER'S CONSENT TO PLACE AN INSIGNIA ON THE VEHICLE.

TERMS AND CONDITIONS

1. Terms Used In This Agreement: This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
   a. Agreement - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or the document itself.
   b. You, Your - Means a Purchaser as shown on this Agreement who is initiating this transaction.
   c. We, Us, Our - Means the Seller/Dealer that is identified on the front side of this Agreement and its Authorized Representatives.
   d. Manufacturer - Means the company that manufactured the Vehicle or chassis.
   e. Vehicle - Means the Vehicle described on the front of this Agreement that You are purchasing from Us.
   f. Trade-In Vehicle - Means the vehicle You are delivering to Us as part of this transaction to be applied against the Selling Price of the Vehicle You are purchasing.
   g. Buyer - Means You, the Purchaser of the Vehicle.
2. In the event the Manufacturer changes or modifies the design of any part or accessory of the Vehicle after Your order for the Vehicle has been entered by Us, You will not have any claim or right against Us if the Vehicle does not contain such changes or modifications, nor shall We be required to effect such changes or modifications to the Vehicle.
3. In the event the price to You of the Vehicle ordered is changed by the Manufacturer prior to delivery to You, (ie., there is an increase in the cost of the Vehicle to Us), We may increase the price of the Vehicle and You agree to pay such adjusted price. We may also increase the price of the Vehicle and You agree to pay such adjusted price if You request the addition of new equipment or the addition of new equipment is required by state or federal law or if the price increase is caused by state or federal tax rate changes.
4. You agree that We are not liable for any damages resulting from Our failure to deliver the Vehicle if the failure is caused by an accident, fire, act of nature or any other causes beyond Our control. This Agreement may be renegotiated or canceled (with full refund of any deposit/partial payment) if the Vehicle is not delivered to You as specified on the front side of this Agreement. If You have delivered a Trade-In Vehicle to Us, the Trade-In Vehicle shall be returned to You, or if the Trade-In Vehicle is not available, refund to You the actual value of the Trade-In Vehicle.
5. Any Trade-In Vehicle delivered by You to Us in connection with this transaction shall be accompanied by a title or documents sufficient to enable Us to obtain a title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to Us is properly titled to You, has never been titled a salvage, junk, rebuilt or lemon buyback vehicle, that the engine block of such Trade-In Vehicle is not cracked and the frame of such Trade-In Vehicle has not suffered any damage whatsoever, the vehicle identification number of such Trade-In Vehicle has not been altered or changed and corresponds to the vehicle identification number which appears on the certificate of title, such Trade-In Vehicle has not suffered any flood or water penetration damage, has never been used in police or taxi service, that You have the right to sell or to otherwise convey such Trade-In Vehicle, the Trade-In Vehicle is not a gray market vehicle, is free and clear of liens or encumbrances except as may be noted on the front side of this Agreement, that all air pollution control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; and, unless You tell Us otherwise that You have not removed equipment from the Trade-In Vehicle and that the odometer reading shown is accurate. If any of the foregoing representations and warranties shall prove untrue or incorrect, We may, at our sole option, retain the Trade-In Vehicle and collect damages or rescind the purchase of the Trade-in Vehicle. You agree Your failure to comply with this paragraph five (5) will result in Your obligation to deliver to Us the value of the Trade-In Vehicle in cash.
6. If You are delivering a Trade-In Vehicle to Us in connection with this purchase transaction and the delivery will not be made until delivery of the Vehicle being purchased from Us, the Trade-In Vehicle shall be reappraised at the time of redelivery to Us and such reappraised value shall determine the allowance made for such Trade-In Vehicle. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If You are dissatisfied with the reappraisal, You may cancel this Agreement with full refund of any deposit/partial payment, provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.
7. If the value of a Trade-In Vehicle was applied by You against the purchase price of the Vehicle, You understand that the amount allowed for the Trade-In Vehicle may not equate to the actual cash value of the Trade-In Vehicle. In fact, the amount allowed may exceed the actual cash value of Your Trade-In Vehicle.
8. You acknowledge and agree that You have given us permission to contact the lienholder on Your Trade-In Vehicle(s) in order to obtain payoff information regarding the Trade-In Vehicle(s) described in this Agreement. You understand that information about Your account(s) is private and that the lienholder(s) may be asked to reveal nonpublic personal information about You to Us. In accordance with federal and state privacy laws, You hereby authorize the lienholder(s) to release Your payoff information to Us and answer any questions that We have with respect to Your account(s). This information will be used only in connection with the transaction that You have initiated and only for the purposes for which it has been provided.
9. In the event of any failure by You to perform Your obligations under this Agreement including, but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, We shall be permitted to retain an amount equal to any actual damages We incur due to Your default. If You have delivered a Trade-In Vehicle to Us as part of this transaction, We may return the Trade-In Vehicle to You if We have not already sold it. If We have already sold the Trade-In Vehicle, We will refund the actual cash value of the Trade-In Vehicle at the time the return is made less the balance owed on the Trade-In Vehicle as reflected on the front side of this Agreement, Our actual damages and any reasonable expenses incurred by Us in connection with this Agreement. In the event We have satisfied the liens on the Trade-In Vehicle, You shall be responsible for paying to Us the balance owed on the Trade-In Vehicle if the balance owed exceeds the Trade-In Allowance disclosed on the front side of this Agreement.

Buyer: _____ Initial Co-Buyer: N/A Initial

10. The front and back of this Agreement and any documents incorporated herein by reference comprise the entire agreement affecting this purchase. You agree to sign any and all documents necessary to complete the terms of this transaction. If You have executed an Arbitration Agreement inconjunction with this Agreement such Arbitration Agreement shall be incorporated herein by reference and made a part of this Agreement.

11. You acknowledge that You are not relying upon any statement or promise by any salesperson, sales manager or any other employee of Ours that is not contained in any written document executed by Us and You.

12. If this is a cash sale, payment is demanded and due on delivery of the Vehicle. If any payment to Us, whether as a deposit or full or partial payment is made by check, which is subsequently dishonored, You agree that, within 24 hours following written or oral notice from Us that the check has been dishonored, You will (1) pay the amount of the returned check, along with a $25 dishonored check fee, in cash or certified funds, or (2) return the vehicle to Us. If You fail to timely pay the amount of the r-turned check and applicable charges in good funds or return the Vehicle to Us, We may, at our sole option, pursue all available legal remedies that We may have, including (1) reaffirming the Agreement and holding you contractually liable for the Unpaid Balance Due, as shown on the front of this Agreement, or (2) canceling the sale and retaking immediate possession of the Vehicle and collecting from You all reasonable expenses incurred by Us in connection with retaking the Vehicle. Upon return or retaking of the Vehicle, You also agree to pay for any damages to the Vehicle that occurred while the Vehicle was in your possession or under your control and a daily rental charge of $99 for each day that the Vehicle remained in your possession provided that this Agreement was not conditioned upon the purchase of Your installment contract by a third party financial institution. In the event that Your check is dishonored, we may also retain title to the Vehicle purchased through issuance of such check until full payment is received for the dishonored check and applicable bad check charges.

13. **YOU SHALL NOT BE ENTITLED TO RECOVER FROM US ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, MENTAL ANGUISH, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INDIRECT OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT.**

14. If any provision of this Agreement is determined to be unenforceable, such provision shall be considered severed from the remaining provisions of this Agreement and such remaining provisions shall be and remain in full force and effect.

15. The provisions of this Agreement shall survive the consummation of Your purchase of the Vehicle.

16. This Agreement shall not become binding upon Us until accepted by Our authorized manager, and if a credit purchase, (1) appropriate financing disclosures are made and (2) a retail installment contract and purchase money security agreement is executed by You and Us. If this Agreement is part of a credit purchase, this offer is only an offer to purchase the Vehicle and no financing relationship is created by this Agreement, nor does this Agreement constitute an agreement for the extension of credit. A credit purchase is subject to credit approval of a third party financing institution and acceptance of the retail installment contract by a financing institution.

17. If this Agreement is part of a credit purchase, We are not acting as an agent for You in obtaining fi nancing and We may retain a portion of the finance charge stated on the face of the retail installment contract entered into between You and Us.

18. JURISDICTION /VENUE:The sole and exclusive venue for any dispute or litigation arising under or concerning this Agreement shall be in the courts located in and for the county in which Dealer is located, and the parties irrevocably consent to the jurisdiction of said courts. Any and all arbitration proceedings shall also take place in the county where the dealer is located, unless agreed otherwise by the parties. This Agreement shall be construed and governed by the laws of the state in which Dealer is located. In the event of any dispute or litigation arising under or concerning this Agreement, the prevailing party shall be entitled to recover it's costs and expenses including court costs and reasonable attorney's fees.

Buyer: _____ Initial Co-Buyer: N/A Initial