

AMENDED AND RESTATED
CONCESSION AGREEMENT
BETWEEN
THE REPUBLIC OF LIBERIA
AND
FIRESTONE LIBERIA, INC.

TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION 1 DEFINITIONS</u>	
1.1 2005 Concession Agreement.....	2
1.2 Additional Area.....	2
1.3 Affiliate.....	2
1.4 Agreement.....	3
1.5 Agricultural Products.....	3
1.6 Associates.....	3
1.7 Centre.....	3
1.8 Commercial Production.....	3
1.9 Communications.....	3
1.10 Concession Area.....	3
1.11 Convention.....	3
1.12 Dependent.....	3
1.13 Dollars or US\$.....	3
1.14 Effective Date.....	4
1.15 Farm Road.....	4
1.16 Firestone Activities.....	4
1.17 Firestone Liberia.....	4
1.18 First Amendment Effective Date.....	4
1.19 GDP Implicit Price Deflator.....	4
1.20 Government.....	4
1.21 Government Land.....	4
1.22 Infrastructure.....	4
1.23 Law.....	4
1.24 Liberian Currency.....	5
1.25 Liberian Rubber Farmer.....	5
1.26 Minister.....	5
1.27 Party.....	5
1.28 Person.....	5
1.29 Prevailing Market Rate of Exchange.....	5
1.30 Private Land.....	6
1.31 Production.....	6
1.32 Production Area.....	6
1.33 Profound Changes in Circumstances.....	6
1.34 Regular Term.....	6
1.35 Rehabilitation Term.....	6
1.36 Rubber.....	6
1.37 Rubber Development Fund.....	6
1.38 Rubber Products.....	7
1.39 Rubber Wood.....	7
1.40 Section.....	7

1.41 Taxes and Duties	7
1.42 Term	7
<u>SECTION 2 PARTIES</u>	7
<u>SECTION 3 TERM OF AGREEMENT</u>	8
3.1 Rehabilitation Term	8
3.2 Regular Term	8
3.3 Extension of the Term	8
<u>SECTION 4 GRANT OF RIGHTS</u>	8
4.1 Production and Other Basic Rights	8
4.2 Additional Areas	9
4.3 Incidental Rights	9
4.4 Production Outside the Concession Area	10
4.5 Other Natural Resources	10
4.6 Agricultural Surface Leasehold	11
4.7 Warranty of Firestone Liberia's Rights	11
4.8 Warranty of Ownership	11
4.9 Personal Property	12
4.10 Supplemental Agreement	12
<u>SECTION 5 COMMUNICATION SYSTEMS AND UTILITIES</u>	12
5.1 Facilities	12
5.2 Frequencies	12
5.3 Utilities	13
<u>SECTION 6 CONSTRUCTION AND USE OF SUPPORT SYSTEMS</u>	13
6.1 Roads	13
6.2 Government Construction	13
6.3 Airport and Port Facilities	14
6.4 No Common Carrier	14
6.5 Banking Facilities	14
<u>SECTION 7 CONDUCT OF OPERATIONS</u>	14
7.1 Production	14
7.2 Management Costs	14
7.3 Transactions with Affiliates	15
7.4 Sales Price of Rubber Products	16
7.5 Replanting	16
7.6 Purchase of Rubber	16
<u>SECTION 8 PUBLIC HEALTH AND SAFETY</u>	17
8.1 Procedures	17
8.2 Plant Protection Department	17
8.3 Clean Water	17
8.4 Sanitation	18
8.5 Employee Housing	18
<u>SECTION 9 MEDICAL CARE</u>	18
<u>SECTION 10 EDUCATION</u>	18
10.1 Education for Employee Dependents	18
10.2 Assistance to the Harbel Multilateral High School	19

10.3 Education for Dependents of Government Employees	19
<u>SECTION 11 EMPLOYMENT AND TRAINING</u>	19
11.1 Employment	19
11.2 Training	20
11.3 Minimum Wage Compensation	20
<u>SECTION 12 USE OF LIBERIAN PRODUCTS AND SERVICES</u>	20
<u>SECTION 13 MANUFACTURING</u>	21
13.1 Rubber Wood Facility	21
13.2 Cooperation with Government	21
13.3 Sales of Rubber Wood to Liberian Manufacturers	21
13.4 Sales of Rubber Products Other than Rubber Wood to Liberian Manufacturers	21
13.5 Other Manufacturing Activity	22
<u>SECTION 14 COMMUNITY RESOURCES</u>	22
14.1 Community Programs	22
14.2 Support for Liberian Farmers	23
14.3 Liberian Rubber Rehabilitation Study	24
14.4 Rubber Development Fund	24
<u>SECTION 15 ENVIRONMENTAL MEASURES</u>	26
<u>SECTION 16 COORDINATION COMMITTEE</u>	27
<u>SECTION 17 CAPITALIZATION</u>	27
<u>SECTION 18 INCOME TAXATION</u>	28
18.1 Income Tax Rate	28
18.2 Determination of Taxable Income	28
18.3 Accelerated Depreciation; Carry Forward	28
18.4 Adjustment of Income Tax Liability	29
<u>SECTION 19 SURFACE RENTAL</u>	29
19.1 Rental Fee	29
19.2 Payment	29
<u>SECTION 20 OTHER PAYMENTS TO GOVERNMENT</u>	29
20.1 Turnover Tax	29
20.2 Import Duties	30
20.3 ECOWAS Trade Levy	31
20.4 Customs User Fees	31
20.5 Withholding Tax on Interest	31
20.6 Withholding Tax on Dividends	31
20.7 Withholding Tax on Certain Other Payments	31
20.8 Goods and Services Tax	31
20.9 Export Taxes	31
20.10 Real Property Tax	31
20.11 Inspection Fees	32
20.12 Rubber Development Fees	32
20.13 Regulatory Fees	32
20.14 Other Taxes and Duties	32
20.15 Adjustment of Liability	33

<u>SECTION 21 FINANCIAL REPORTING AND CURRENCY</u>	33
21.1 Accounting	33
21.2 Exchange Control	34
21.3 Currency of Payment	34
21.4 Right to Remit and Receive Payments	34
21.5 Audit	34
<u>SECTION 22 RECORDS, REPORTS AND INSPECTION</u>	35
22.1 Maintenance of Records	35
22.2 Development Plan	36
22.3 Reports	36
22.4 Inspection	36
22.5 Confidentiality	36
<u>SECTION 23 ASSIGNMENT; CHANGE OF CONTROL</u>	37
<u>SECTION 24 FORCE MAJEURE</u>	38
24.1 Application	38
24.2 Definition	38
24.3 No Required Settlement	38
<u>SECTION 25 TERMINATION</u>	39
25.1 Termination by Firestone Liberia	39
25.2 Termination by Government	39
25.3 Opportunity to Cure	40
25.4 Disputes Regarding Events of Default	40
25.5 Winding-up Commission	40
25.6 Contract Remedies Preserved	41
<u>SECTION 26 DISPOSITION OF ASSETS</u>	41
26.1 Non-Movable Assets	41
26.2 Movable Assets	41
26.3 Removal of Movable Assets	41
<u>SECTION 27 ARBITRATION</u>	42
27.1 Submission to Arbitration	42
27.2 Nationality	42
27.3 Arbitrators	42
27.4 Referee	42
27.5 Venue	43
27.6 Award	43
27.7 Waiver of Sovereign Immunity	43
27.8 Reservation of Rights	44
27.9 Nature of Award	44
27.10 Successors	44
<u>SECTION 28 INDEMNIFICATION</u>	44
<u>SECTION 29 NOTICES</u>	45
29.1 Written Communications	45
29.2 Change of Address and Designated Recipient	46
<u>SECTION 30 GOVERNING LAW</u>	47
30.1 Applicability of Liberian Law	47

**AMENDED AND RESTATED
CONCESSION AGREEMENT
BETWEEN
THE REPUBLIC OF LIBERIA
AND
FIRESTONE LIBERIA, INC.**

The Republic of Liberia represented by the Minister of Agriculture and the Minister of Finance (hereinafter referred to as "Government").

AND

Firestone Liberia, Inc., a corporation organized under the laws of the Republic of Liberia (hereinafter referred to as "Firestone Liberia").

WITNESSETH:

WHEREAS, Firestone Liberia is an Affiliate of Bridgestone Firestone North American Tire, LLC which is the successor to Bridgestone/Firestone, Inc., (formerly known as The Firestone Tire & Rubber Company);

WHEREAS, The Firestone Tire & Rubber Company entered into a concession agreement with Government dated August 20, 1976 and amended on November 24, 1987 (the "1976 Concession Agreement"), that revised, consolidated and restated several earlier agreements (the earliest of which was dated October 2, 1926) between Government and an Affiliate of The Firestone Tire & Rubber Company for the Production of Rubber Products in Liberia and their export from Liberia;

WHEREAS, for periods beginning in 1990 and continuing through 2003, Firestone Liberia suffered the loss or destruction of, or damage to, significant assets in Liberia, and the disruption of its Liberian business operations due to the civil conflict in Liberia;

WHEREAS, Bridgestone/Firestone, Inc. made significant new investments in Liberia after 1990 and Firestone Liberia will make significant additional investment in Liberia in order to a) repair or replace lost, damaged, or destroyed assets, b) provide for its future as a going concern, and c) restore productive capacity to pre-1990 levels on a sustained basis;

WHEREAS, Firestone Liberia is willing to continue making such significant additional investment in Liberia upon receipt of assurances from Government as to the tax, fiscal and other terms that will govern, or apply to, Firestone Liberia's investment and operations in Liberia;

WHEREAS, Government is desirous that Firestone Liberia should sustain its business operations and investment in Liberia because of their positive effects on employment and economic activity in Liberia;

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WHEREAS, the National Transitional Government of Liberia in order to induce, support and recognize the level of new investment that Firestone Liberia intended to make in Liberia and the economic objectives of the Parties as set forth in this Agreement, agreed to revise the 1976 Concession Agreement in its entirety and entered into the 2005 Concession Agreement;

WHEREAS, in January, 2006 a democratically elected government assumed office in Liberia with a commitment to review all long term concession agreements and contracts concluded by the predecessor National Transitional Government of Liberia and has proceeded to conduct such a review with Firestone Liberia of the terms of the 2005 Concession Agreement;

WHEREAS, Government has proposed amendments to the 2005 Concession Agreement in the light of the changed conditions that now exist, and other goals that the Government wishes to see realized with respect to the rehabilitation and development of the natural rubber industry in Liberia, and Firestone Liberia has agreed to the amendment and restatement in its entirety of the 2005 Concession Agreement to include certain terms proposed by Government;

WHEREAS, the Parties agree that Firestone Natural Rubber Company, LLC need no longer be a party to this Agreement and as evidenced by its signature below Firestone Natural Rubber Company, LLC has agreed that it shall henceforth cease to be a party to this Agreement; and

WHEREAS, it is the intention of the Parties that this Agreement will not be further amended, and that the rights and privileges granted to either of them under this Agreement will not be derogated from, other than by their mutual agreement.

NOW, THEREFORE, Government and Firestone Liberia have entered into this Agreement pursuant to the terms and conditions set forth below.


SECTION 1 **DEFINITIONS**

The following terms wherever used in this Agreement shall have the respective meanings set forth below:

1.1 2005 Concession Agreement – The Concession Agreement by and among Firestone Natural Rubber Company, LLC and Firestone Plantations Company and Government, dated January 28, 2005 with an effective date of April 12, 2005.

1.2 Additional Area – Land referred to in Section 4.2, as well as any Private Land as may be leased to Firestone Liberia from time to time for Production, Infrastructure and/or Firestone Activities.

1.3 Affiliate – A legal Person that, with respect to a second legal Person, directly or indirectly controls, is controlled by, or is under common control with that second legal Person.

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For purposes of this Section, control means the possession, directly or indirectly, by one legal Person of more than 50 percent of the equity of or voting power in another legal Person.

1.4 Agreement – This Amended and Restated Concession Agreement and any amendments to it made pursuant to its terms, as well as all of its appendices.

1.5 Agricultural Products – Rubber Products and any other products derived or obtained as the result of agricultural or farming activities, including plants, trees, fruit, timber, wood and food crops whether cultivated or not, as well as any other product derived as a result of the processing of any of the above.

1.6 Associates – Associates of a Person shall be its Affiliates, shareholders, contractors (including suppliers of goods and services) and financiers, and its directors, officers, agents and employees and the directors, officers, agents and employees of any of the foregoing.

1.7 Centre – The International Centre for Settlement of Investment Disputes established under the auspices of the International Bank for Reconstruction and Development.

1.8 Commercial Production – During each year beginning with the Effective Date, the Production of Rubber Products from 50 percent or more of the mature rubber trees in the Production Area capable of being tapped, which shall mean those rubber trees aged between 7 and 30 years and not so diseased, damaged or infested as to render it uneconomic to tap them under sound rubber farm management practices worldwide.

1.9 Communication – A communication as defined in Section 29.1(a).


1.10 Concession Area – The combination of the Production Area and the Additional Areas.

1.11 Convention – The Convention on the Settlement of Investment Disputes between States and Nationals of Other States that was opened to signature at Washington, D.C., United States of America, on March 18, 1965 and went into effect for Liberia on July 16, 1970 and for the United States of America on October 14, 1966.

? 1.12 Dependent – A Dependent shall be a Person registered as such with Firestone Liberia and who is the spouse or a minor child of an employee of Firestone Liberia or determined to be a dependent by virtue of a legally binding agreement of Firestone Liberia, such as a collective bargaining agreement, or by a corporate policy adopted from time to time by Firestone Liberia.

1.13 Dollars or US\$ – United States dollars and any other currency that is legal tender in the United States of America.

1.14 Effective Date – April 12, 2005.

1.15 Farm Road – A road that Firestone Liberia or any of its Affiliates has constructed within the Concession Area for use primarily in connection with Production.

1.16 Firestone Activities – All activities and transactions conducted by or on behalf of Firestone Liberia, directly or indirectly, with respect to or incidental to this Agreement (including Production and the establishment, maintenance and administration of Firestone Liberia, and the management and conduct of its business) as well as the financing of such activities and transactions.

1.17 Firestone Liberia – Firestone Liberia, Inc., a corporation duly organized and existing under Law and any successor or permitted assignee.

1.18 First Amendment Effective Date – The first day of the first month after the date on which this Agreement is printed in handbills having first been signed by all of the Parties, attested to by the Minister of Justice of Liberia, ratified or enacted by the Liberian Legislature, and signed into law by the President or Head of State of Liberia.

1.19 GDP Implicit Price Deflator – The gross domestic product implicit price deflator for the United States as published by the United States Department of Commerce.

1.20 Government – The Republic of Liberia and its government, including all of the branches, divisions, political sub-divisions, instrumentalities, agents, authorities and agencies of its government, and any corporations or other entities that are directly or indirectly owned or controlled (as that term is defined in Section 1.3) by the Republic of Liberia or its government.

1.21 Government Land – All land in Liberia, including any creeks, streams, rivers, and bodies of water (and their residue) contained on such land, except Private Land.

1.22 Infrastructure – All facilities relating to or connected with Production, including any type of the following: (a) employee housing; (b) public welfare facilities (including medical, educational and recreational facilities); (c) power, water and sewerage facilities (including natural water, hydro-electric and/or thermal power generating facilities, hydro-electric stations, transmission and power lines, and/or other power facilities, dams, aqueducts, water drains, water supply and sewerage systems, pumping stations and systems for disposing of plant waste and sewage); (d) processing, storage and repair facilities, engines, machines, furnaces, or compressor stations; (e) administrative, laboratory and research facilities; (f) transportation facilities (including roads, bridges, railroads, airports, landing strips and landing pads for aircraft and/or helicopters; hangars and other airport facilities, garages, canals, aerial tramways, pipelines, docks, harbors, piers, jetties, breakwaters, terminal facilities and warehouses and loading and unloading facilities); (g) communication facilities (including telephone, telegraph, electronic mail, radio, satellite, television and telecommunications or other transmission facilities); and (h) all other movable and non-movable facilities and equipment affixed to, used as an integral part of or used in relation to or in connection with the items described in (a) through (g), inclusive, of this Section 1.22.

1.23 Law – Any constitution, treaty obligation, law, statute, decree, rule, regulation, judicial act or decision, judgment, order, proclamation, directive, executive order or other sovereign act of Government other than this Agreement.

1.24 Liberian Currency – Any currency, except Dollars, that is legal tender in Liberia, or circulates freely in any part of Liberia by virtue of any Law or authority as a medium of exchange for the purchase or sale of goods and services.

1.25 Liberian Rubber Farmer – any Person other than Government engaged in the Production of Rubber in the Republic of Liberia if:

(a) in the case of a natural Person, such Person is a citizen of the Republic of Liberia, or

(b) in the case of a legal Person, all of the equity ownership of, and net profits interest in, such Person is owned by or for the benefit of one or more natural Persons who are citizens of the Republic of Liberia, and neither that Person nor any of its Affiliates is a party to a rubber development, concession or other similar investment or license agreement with Government.

1.26 Minister – The official of Government designated by Government to act on its behalf with respect to matters relating to this Agreement, or if Government designates no such official, the Ministers responsible for Agriculture and Finance respectively and their respective successors.

1.27 Party – Either Government or Firestone Liberia and, in the plural form, both Government and Firestone Liberia.

1.28 Person – Any natural person and any legal person. For purposes of this Agreement, a natural Person means a human being; and a legal Person means a partnership, joint venture, corporation, limited liability company, trust, estate or other entity that is recognized by the laws of any state as a distinct body possessing the right to enter into contracts or, under color of law, to own, lease or possess real or personal property, as well as a government or state, and any branch, division, political sub-division, instrumentality, authority or agency of any government or state.

1.29 Prevailing Market Rate of Exchange – The predominant rate, expressed in Dollars, at which willing sellers and willing buyers, acting at arms' length and in the ordinary course of business, purchase or sell, or are willing to purchase or sell, any other money.

1.30 Private Land – Any land, other than land subject to a lease granted by this Agreement, and including any creeks, streams, rivers, and bodies of water and their residue contained on such land, that is owned by any Person except Government, or as to which any Person except Government or Firestone Liberia has a right of possession recognized by Law.

JD/ls
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1.31 Production – Any or all of the following when carried out by or on behalf of Firestone Liberia: the development, planting, tapping, cutting, replanting and care of rubber trees; the harvesting, collecting, purchasing, selling, exporting, utilizing and/or marketing of Rubber Products; the processing, storing and transporting of Rubber Products; and all other operations of Firestone Liberia incidental to, arising out of or directly related to any of the foregoing, including, the installation, operation and maintenance of Infrastructure.

1.32 Production Area – The areas of Government Land described in Appendix I to this Agreement (as such Appendix I may from time to time be revised by agreement between Firestone Liberia and the Government) and leased by Government to Firestone Liberia but excluding the area of the Cavalla Plantation in Maryland County.

1.33 Profound Changes in Circumstances – Such changes in the economic conditions of the natural rubber industry worldwide or in Liberia, or such changes in the economic, political or social circumstances existing in Liberia specifically or elsewhere in the world at large as to result in such a material and fundamental alteration of the conditions, assumptions and bases relied upon by the Parties at the time during which they entered into this Agreement (or the time after any subsequent review pursuant to Section 31.1) that the overall balance of equities and benefits reasonably anticipated by them will no longer as a practical matter be achievable.

1.34 Regular Term – The term of this Agreement that begins at the end of the Rehabilitation Term as set forth and defined in Section 3.1.

1.35 Rehabilitation Term – The term of this Agreement that begins on the Effective Date as set forth and defined in Section 1.14.

1.36 Rubber – Natural latex, coagulum, cup lump, tree lace, bark scrap, ground scrap and any other form of unprocessed or processed natural rubber (including concentrated latex and dry rubber) produced or derived from the latex produced by rubber trees. For purposes of this Agreement, “processed rubber” shall mean latex concentrate, technically specified rubber (“TSR”) and other dry rubber or grades of Rubber that are generally considered to be processed rubber by the natural rubber industry worldwide.

1.37 Rubber Development Fund – The fund established by the Rubber Industry Rehabilitation and Development Fund Act.

1.38 Rubber Products – Processed rubber (as defined in Section 1.36) as well as Rubber Wood and any other product derived from processed rubber.

1.39 Rubber Wood – Wood, bark or lumber from rubber trees, and any product (except for Rubber) derived from rubber trees.

1.40 Section – Any clause in this Agreement designated at its beginning by a numeral or sequence of numerals, irrespective of the fact that it is or is not preceded by the word “Section”.

1.41 Taxes and Duties – Any and all direct and indirect income, profits, gains, corporation, net worth, sales, payroll, import, export, customs, consul, inspection-related, value added, consumption, supply, use, turnover, severance, stumpage, cash flow, rental, land rental, property, real property, stamp and other taxes, duties, fees, royalties, levies, excises, rates, charges, imposts, surcharges and other Government-imposed revenue payments of whatever nature, to whomever payable and however called and whether similar or dissimilar to the foregoing.

1.42 Term – Any or all of the Rehabilitation Term and the Regular Term as the context requires.

The words “hereof”, “hereunder”, “herein”, or other similar words mean this Agreement and its appendices. The words “and” and “or” include the conjunctive and disjunctive, as the context may require or permit. The word “include” (and any variation of that word) means “includes but not limited to” and is used in an illustrative sense rather than a limiting sense.

Each Party fully participated in the negotiation and drafting of this Agreement. Therefore, this Agreement shall not be construed against any Party as the drafting party.

SECTION 2 **PARTIES**

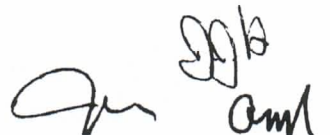
The Parties to this Agreement are the Government and Firestone Liberia. Firestone Natural Rubber Company, LLC shall cease to be a party as of the First Amendment Effective Date and shall thereafter have no rights, obligations or liabilities under this Agreement.

SECTION 3 **TERM OF AGREEMENT**

3.1 Rehabilitation Term – The Rehabilitation Term of this Agreement shall commence on the Effective Date and shall end on December 31, 2015, unless sooner terminated in accordance with the other provisions of this Agreement.

3.2 Regular Term – The Regular Term of this Agreement shall commence on the day following the expiration of the Rehabilitation Term and shall end on December 31, 2041 unless otherwise extended pursuant to Section 3.3 or sooner terminated in accordance with the other provisions of this Agreement.

3.3 Extension of the Regular Term – The Regular Term may be extended for such period and on such terms and conditions as the Parties may agree prior to the expiration of the Regular Term. The Parties shall meet not later than five years before the expiration of the Regular Term to discuss the extension of the Regular Term and the terms and conditions of any such extension. Whether or not the Parties agree to extend the Regular Term, Firestone Liberia shall at all times provide for the adequate maintenance and care of the non-moveable assets

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including the rubber trees and shall take reasonable steps to permit the continuation of the business of producing Rubber Products from the Production Area on a going concern basis as set forth in Section 4.8 below.

SECTION 4 **GRANT OF RIGHTS**

4.1 Production and Other Basic Rights

(a) Government hereby grants to Firestone Liberia the right, permit and license non-exclusively to engage in the Production in the Production Area (and subject to the other terms of this Agreement in other areas in Liberia) and the utilization in Liberia of Rubber and Rubber Products, and in the export of Rubber Products from Liberia, free from any requirement to obtain any further license, permit or authorization from Government or any other Person in order to do so. Except as otherwise provided in this Agreement, Firestone Liberia may not engage in any business other than the Production and utilization in Liberia of Rubber and Rubber Products, and the export from Liberia of Rubber Products, provided that nothing contained in this Agreement shall prevent Affiliates of Firestone Liberia from engaging in other businesses within the territory of Liberia pursuant to Law.

(b) Subject to the terms hereof, Government hereby leases the Production Area to Firestone Liberia for its exclusive use in the Production of Rubber Products and for other Firestone Activities.

(c) Government shall contract for the preparation of a map based on the coordinates and other information in Appendix I, which map shall be prepared showing the total area of approximately 118,990 acres that constitutes the Production Area and outlining and depicting the Production Area. Firestone Liberia shall contribute 50 percent of the verified cost for preparing such a map but not more than US\$5000 payable to the general revenue account maintained by the Ministry of Finance and designated for application against an invoice for the cost of completing the map described hereunder. The Parties shall review such map and upon their written concurrence that it conforms to the description of the Production Area as set out in Appendix I, such map shall be attached to this Agreement as Appendix IA, and together with Appendix I, shall be binding on the Parties. However, in every case in which a discrepancy exists between Appendix I and Appendix IA as to the boundaries of the Production Area, or should the Parties be unable to concur, then the description of the Production Area contained in Appendix I shall control.

4.2 Additional Areas -Government agrees to lease in the future to Firestone Liberia additional areas outside of the Production Area (which shall thereafter be a part of the Concession Area) for the exercise of the incidental rights set forth in Section 4.3(a), upon such reasonable terms and conditions as the Parties acting in good faith may agree, but at surface rentals not to exceed the fair market rental value for such land, and subject to the limitations contained in Section 4.3(a). Furthermore, any Private Lands leased by Firestone Liberia for use in connection with Production shall become Additional Areas under this Agreement.

4.3 Incidental Rights

(a) Subject to the terms and conditions of this Agreement, and only as necessary or desirable for the proper and efficient exercise of the rights granted to Firestone Liberia under Section 4.1, Firestone Liberia shall have the right:

(i) Exclusively to construct, install, maintain and/or repair, at its own expense, Infrastructure within the Concession Area, provided that Firestone Liberia shall first obtain approval of Government concerning the design, location, size and, subject to Section 15, environmental impact of any roadway, highway, railway, waterway or other ways of communication, which approval shall not be unreasonably withheld; and provided further that nothing herein shall restrict or impair Firestone Liberia's right to construct within the Concession Area such Farm Roads as Firestone Liberia deems necessary or desirable to properly conduct Production and that conform with Law or Section 15 regarding safety and the environment. All such Farm Roads shall remain open to the public subject to such reasonable restrictions on their use as Firestone Liberia shall, in conformity with Law, impose in the interest of the security of its assets and that of its Associates and the safety of its employees and their dependents, and the employees and dependents of its Associates.

(ii) Non-exclusively, outside the Concession Area, at its own expense to construct and establish Infrastructure, subject to Law and the prior written approval by Government (which approval shall not be unreasonably withheld). All highways and roadways constructed pursuant to this Section 4.3(a)(ii) shall, upon completion, become public property, provided that Firestone Liberia shall have the right to use such highways and roadways without charge or the imposition of Taxes and Duties for or with respect to such use. Government shall have no obligation to refund to Firestone Liberia any amounts expended by Firestone Liberia in the construction and maintenance of such Infrastructure.

(iii) Exclusively, within and outside the Concession Area, to transport its own Rubber Products or goods required for, utilized in or incidental to Production, or to provide for such transportation by other Persons subject to Section 12 and the requirements of any Law.

(iv) Exclusively, within the Production Area, to plant, cut and utilize timber to the extent it deems necessary for the construction and maintenance of Infrastructure and for other Firestone Activities within the Concession Area and subject to Section 15 hereof.

(v) Exclusively, within the Production Area, to take and use, subject to any limitations pursuant to Section 15, free of charge (but not to sell to any other Person without the written approval of Government), such water, stones, rocks, sand, clay, and gravel having no significant commercial mineral value other than as aggregate, filler or other construction material, as Firestone Liberia may consider necessary or useful for its operations under this Agreement. This activity shall not be considered to be mining for purposes of any Law.

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(b) The Parties agree that all trails across the Production Area used immemorially by the population shall remain open to free use by the public, subject to such reasonable restrictions as Firestone Liberia shall, in conformity with Law, impose in the interest of the security of its assets and that of its Associates and the safety of its employees and their dependents and the employees and dependents of its Associates.

4.4 Production Outside the Production Area – Firestone Liberia may engage in Production of Rubber Products in areas outside the Production Area subject to agreement with the owners of affected lands, and all such areas upon commencement of Production shall become Additional Areas under this Agreement. Moreover, Affiliates of Firestone Liberia, but not Firestone Liberia itself, shall have the right, subject to Law, to engage in the production of other Agricultural Products on land outside the Concession Area provided that such Affiliates shall not enjoy the rights or be subject to the obligations of Firestone Liberia under this Agreement.

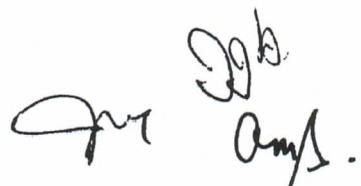
4.5 Other Natural Resources – Government reserves the exclusive right to explore for and develop mineral resources within the Concession Area and to grant such exclusive rights to any other Person. If Government (or any other Person under grant from Government) intends to explore for, develop or exploit mineral resources in the Concession Area, it shall first so advise Firestone Liberia by notice, and the right of Government or such other Person to explore for, develop or exploit mineral resources in the Concession Area shall be subject to the following:

(a) Any exploration, development or mining activity to be undertaken either by Government or by such other Person shall not either unreasonably or materially interfere with Production and the rights of Firestone Liberia hereunder;

(b) Government shall fully compensate Firestone Liberia for any damage to property and assets and for any economic or other losses, including lost profits that it may suffer by virtue of any exploration, development or mining activities conducted by Government or any other Person;

(c) Government and any such other Person shall fully indemnify and save Firestone Liberia harmless from all claims, damages, liability, and costs and expenses of defense (including reasonable attorney fees), arising out of or related to such exploration and/or mining activities. Firestone Liberia shall have the right to appoint counsel of its own choosing in connection with the foregoing, provided that if the Government shall be called upon to pay the cost of such counsel it shall have the right to approve such counsel, which approval shall not unreasonably be withheld (and shall be deemed granted if not denied within 60 days after notice to Government of Firestone Liberia's choice of counsel or such earlier time as may be required by a judge or arbitrator in connection with pending legal proceedings). Government shall also have the right to approve the terms of any settlement to the extent the Government's obligation to indemnify Firestone Liberia under this Section is to be called upon to satisfy an obligation to be assumed by Firestone Liberia in connection with such settlement; and

(d) If Government grants to any Person the right to explore for or develop mineral resources within the Concession Area, Government shall require, as a condition to such

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grant, that such Person agree to be jointly and severally liable with Government for the obligations set forth in this Section 4.5 and that such Person post an appropriate bond to secure performance by such Person of such obligations.

4.6 Agricultural Surface Leasehold – Except as otherwise limited herein, Firestone Liberia's rights with respect to the Concession Area shall be those inherent in a leasehold of the surface of land for agricultural purposes, and Firestone Liberia shall be considered such a lessee as to the Production Area and the Additional Areas, if any.

4.7 Warranty of Firestone Liberia's Rights – Subject to the timely and substantial fulfillment of all material obligations herein undertaken by Firestone Liberia, Government warrants Firestone Liberia's title to and possession of all rights granted to it under the terms and conditions of this Agreement, and its quiet enjoyment of the leasehold granted to it hereunder, and agrees that it will defend and protect these rights for the benefit of Firestone Liberia.

4.8 Warranty of Ownership – Firestone Liberia represents and warrants that all rubber trees and other non-movable, tangible assets in the Production Area (but not movable assets or personal property) are the property of Firestone Liberia, and that neither the rubber trees nor any non-movable, tangible assets it owns in the Concession Area are encumbered in any way but are owned free and clear by Firestone Liberia as of the First Amendment Effective Date. Firestone Liberia hereby acknowledges that pursuant to Section 25 the Government assumes ownership of all non-moveable tangible assets in the Production Area upon termination of this Agreement. During the term of this Agreement, Firestone Liberia shall not encumber such assets in any way, and the Government shall have an interest in such assets superior to the security or other interest of any other Person. Nothing in this Section 4.8 shall be deemed to interfere with or affect Firestone Liberia's right to produce Rubber Products from rubber trees in the Production Area pursuant to Section 4.1, provided that at all times, including at the termination of this Agreement, there shall be sufficient rubber trees in the Production Area capable of being tapped, and a sufficient program of re-planting of rubber trees, to permit the continuation of the Commercial Production of Rubber Products from the Production Area on a going concern basis.

4.9 Personal Property – Government and Firestone Liberia agree that, except for leasehold rights, the rights and privileges granted Firestone Liberia under this Agreement are contract rights and constitute personal property and not real estate.

4.10 Supplemental Agreement – Contemporaneous with the execution of this Agreement by the Parties, Firestone Liberia shall have its Affiliate BFS Diversified Products, LLC, a Delaware limited liability company, enter into with the Government the Supplemental Agreement in the form of Appendix VII.

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SECTION 5
COMMUNICATION SYSTEMS AND UTILITIES

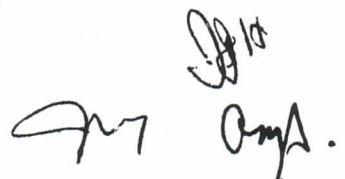
5.1 Facilities – Firestone Liberia shall have the right, as licensee or assignee, to operate, directly or through an Affiliate, such communications systems as it deems necessary for internal communications and communications with its Affiliates including radio, telecommunications, electronic mail systems, satellite networks, cellular systems, microwave devices and other communications devices and systems, and to receive from Government such licenses, permits and other authorizations as may be required by Law in connection with the foregoing. Such facilities shall be operated in accordance with Law.

5.2 Frequencies – Government agrees that it will make available (at generally prevailing rates subject to Section 32.5) for use by Firestone Liberia or any of its Affiliates, an adequate number of broadcast and communications frequencies for both domestic and international use, and shall grant to them such rights, licenses, registrations or permits as any of them may require in order to comply with any Law regarding the possession, use, importation or purchase of related equipment or of any telecommunications devices or other communication equipment. Firestone Liberia and Government shall consult together from time to time as to the specific frequencies to be assigned consistent with international regulations and the adequacy of such frequencies under this Section 5.2. However, such communication systems shall be used only for Firestone Liberia's internal communications including communications with Affiliates, and as a supplement to communications systems available to the public in general.

5.3 Utilities – Firestone Liberia shall have the right to generate, distribute and allocate electricity and provide water for the purpose of supplying buildings and other facilities within the Concession Area, or otherwise conducting Firestone Activities. Firestone Liberia shall reasonably coordinate and consult with the relevant agencies of Government regarding such activities. Government shall not charge Firestone Liberia any license fee or other Taxes and Duties for, or in connection with, the exercise of this right. Firestone Liberia may also agree, but shall have no obligation, to provide electricity or water to Government or other Persons if it has quantities surplus to its needs. If Firestone Liberia so elects, it shall provide such surplus electricity or water at rates it deems appropriate and on such other reasonable terms as it may decide. Government shall have first priority to purchase all or any portion of such surplus at the lowest price Firestone Liberia sells such power to any other Person or at the generally applicable tariff rate charged by the Government public utilities. Government further agrees that Firestone Liberia may use public utilities on the same terms and conditions as, and subject to Section 32.5 at the generally applicable tariff rate charged to, other similarly situated Persons in Liberia using such public utilities.

SECTION 6
CONSTRUCTION AND USE OF SUPPORT SYSTEMS

6.1 Roads – To the extent Firestone Activities are not unduly impeded, Firestone Liberia shall permit roads in the Concession Area other than Farm Roads to be used by other Persons subject, however, to such conditions as it may deem appropriate, except that no user fees

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shall be charged for the use of such roads. Firestone Liberia shall have the right to place security gates or other checkpoints on roads within the Production Area when and for so long as it deems necessary, provided that Government shall have the right to assign security personnel to join with Firestone Liberia's Plant Protection Department to monitor any such security gates and checkpoints (other than those on roads that lead directly to residential, Production or administrative buildings and facilities).

6.2 Government Construction – Government has the right to construct roads, highways, railroads, telegraph and telephone lines and other lines of communication within the Concession Area, provided, however, that Government does not unreasonably interfere with Firestone Activities. Government shall fully indemnify and save Firestone Liberia harmless from all claims, damages, liability, and costs and expenses of defense (including reasonable attorney fees) and all other costs and expenses of defense arising out of or related to any such construction activity, but excluding any damages for loss of the intrinsic value of any leasehold rights. Firestone Liberia shall have the right to appoint counsel of its own choosing in connection with the foregoing, provided that if the Government is called upon to pay the cost of such counsel it shall have the right to approve such counsel, which approval shall not unreasonably be withheld (and shall be deemed granted if not denied within 60 days after notice to Government of Firestone's choice of counsel or such earlier time as may be required by a judge or arbitrator in connection with pending legal proceedings). Government shall also have the right to approve the terms of any settlement to the extent the Government's obligation to indemnify Firestone Liberia under this Section is to be called upon to satisfy an obligation to be assumed by Firestone Liberia in connection with such settlement.

6.3 Airport and Port Facilities – Government agrees that, subject to Section 32.5, Firestone Liberia and its Affiliates may use any airport, harbor, port or similar facility owned or operated by Government upon the terms and conditions generally applicable to similarly situated Persons in Liberia using the same facilities. Any rates or charges shall be on a non-discriminatory basis, and no payment of any rate or charge shall be increased or otherwise "grossed up" because of any withholding required by Law with respect to such payment.

6.4 No Common Carrier – Firestone Liberia and its Affiliates shall not be deemed to be, or to have been, common carriers or, for purposes of any Law, to be, or to have been, engaged in the business of transportation in Liberia by virtue of the fact that any of them, either within or outside of the Concession Area, ships or transports or has shipped or transported Rubber Products, other Agricultural Products, or other goods required for, utilized in or incidental to Firestone Activities, provided that such activities are otherwise consistent with Law and the provisions of this Agreement.

6.5 Banking Facilities – Affiliates of Firestone Liberia, but not Firestone Liberia, shall have the right, subject to Law, to provide banking services and to operate a banking facility in the Concession Area for the benefit of Firestone Liberia's employees and other Persons resident there.

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SECTION 7 CONDUCT OF OPERATIONS

7.1 Production – Subject to the terms of this Agreement, Firestone Liberia shall engage in Production and operate its business in the manner that, in its sole discretion, it deems best suitable. Subject to the rights of the Government pursuant to Section 25.2(c), it shall produce Rubber Products in such quantities as Firestone Liberia in its sole discretion deems appropriate taking into account world market conditions for Rubber Products, economic conditions in Liberia and abroad, and sound business practices in the Production of Rubber Products. Without limiting the foregoing, Firestone Liberia shall provide timely information to Government regarding any business decisions that Firestone Liberia reasonably determines may have a substantial social or economic impact in Liberia, so as to permit appropriate planning and response by Government.

7.2 Management Costs – If Firestone Liberia engages an Affiliate, or any other Person that is not owned or controlled by Government or by Persons resident and licensed to do business in Liberia, to render or furnish to or for Firestone Liberia any management services or management assistance with respect to Production that is of a type that an efficient rubber farming company engaged in the production and marketing of Rubber Products would ordinarily provide for itself, Firestone Liberia shall pay for such management services or assistance only on an actual cost reimbursement basis unless otherwise inconsistent with Law.

7.3 Transactions with Affiliates

(a) Except as provided in Section 7.2, any transaction between Firestone Liberia and an Affiliate, with respect to Production shall be on the basis of competitive international prices and such other terms and conditions as would be fair and reasonable had the transaction taken place between unrelated parties dealing at arms' length. Such prices for export sales shall be determined to the extent practicable by reference to publicly available international reference prices or indices and if also required of all rubber exporters in Liberia, shall at all times be posted by Firestone Liberia in a manner so as to be readily available to the public.

(b) As of the first month after the month in which the First Amendment Effective Date occurs, the export sales price to Affiliates shall be as follows:

(i) for technically specified rubber (dry rubber) the export sales price shall be the simple average of the prior month's daily closing price on the Singapore Commodity Exchange of TSR20 plus US\$0.0012 per pound quality differential;

(ii) for liquid latex concentrate the export sales price in any calendar quarter shall be the simple average of the daily noon day price (converted to US dollars at the daily 12 noon buying rate in New York as certified by the New York Federal Reserve Bank or such other agreed rate if the New York Federal Reserve Bank ceases to publish such rate) for the prior calendar quarter of the Malaysian Rubber Board for latex in bulk concentrate (60 percent dry rubber content) provided that for the calendar years 2008,



2009, 2010, and 2011 such price shall be discounted by 8, 6, 4, and 2 percent respectively; and

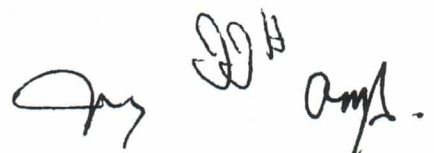
(iii) for processed rubber not meeting the specifications for technically specified rubber the export sales price shall be determined by reference to the prices established pursuant to Section 7.3(b)(i) using market-based differentials. Firestone Liberia shall notify the Government monthly of the differentials used for such pricing in the prior month and shall have the burden of demonstrating the reasonableness of such differentials.

(c) If either the Singapore Commodity Exchange or the Malaysian Rubber Board price is no longer published or if either Party believes that such price is no longer representative of arms-length prices for export sales, the Parties shall meet and make such adjustments as may be required consistent with the general principles of paragraph (a) of this Section 7.3. The determination of prices pursuant to any substitute index or revised formula shall be made public as provided in paragraph (a) and such substitute price or formula shall be appended to this Agreement.

(d) Export sales prices determined pursuant to this Section 7.3 shall be consistent with the determination of such prices in export sales to Affiliates by other rubber producers in Liberia for the same grade and quality of rubber, and in no case as of January 1, 2009 shall the export sales price to Affiliates of products exported by Firestone Liberia used for purposes of determining gross income in any month be higher than the export sales price to Affiliates applicable to any other Person exporting Rubber and Rubber Products for the same grade and quality from Liberia for such month.

7.4 Sales Price of Rubber Products – Firestone Liberia shall have the right to sell Rubber Products to unrelated Persons of its choosing at prices it deems appropriate taking into account good, modern, competitive business practices, provided that every 6 months it shall inform Government of the terms and conditions of all such sales that took place during the immediately preceding 6 months.

7.5 Replanting – Beginning on the Effective Date, Firestone Liberia will implement a program to replant rubber trees in the Production Area such that by the end of the fourth year after the Effective Date it will replant rubber trees at the rate of not less than 5,000 acres per year during the remainder of the Rehabilitation Term. Notwithstanding the foregoing, Firestone Liberia may in any year temporarily reduce the number of acres that it replants during such year either because (i) it lacks sufficient capacity to process wood from old rubber trees that must be felled to allow such replanting or (ii) it has made a business decision to purchase old rubber trees from other Persons in Liberia for processing as Rubber Wood, provided however that by December 31, 2017 Firestone Liberia shall have replanted at least 50,000 acres since the Effective Date. Subject to world market conditions, economic factors, operating considerations and sound business practices, and subject to Section 7.1, Firestone Liberia will replant rubber trees at the above rate until it has replanted in the Production Area the maximum planted acreage of rubber trees required to permit optimum economic Production of Rubber so that from January



1, 2018 through the remainder of the Regular Term no less than 65,000 acres shall be planted with Rubber trees. If Firestone Liberia should decide to cultivate Rubber in Additional Areas, it shall include its plan for such cultivation in its Development Plan, specifying the number of undeveloped acres and the period over which such cultivation is expected to occur.




7.6 Purchases of Rubber – Firestone Liberia shall have the non-exclusive right at all times to purchase, without limit, Rubber and Rubber Products from Liberian Rubber Farmers and others in Liberia and to process, market, sell, deal in and export all such Rubber and Rubber products. The purchase price of Rubber from Liberian Rubber Farmers shall be the export sales price for Rubber as calculated in accordance with the requirements of Section 7.3 for the same grade and type of Rubber shipped during the calendar month prior to the month in which the purchase takes place less all costs of sale incurred and a reasonable mark-up. Firestone Liberia shall provide to the Minister each month a summary of the basis on which it calculated its purchase prices of Rubber and Rubber Products for the prior month, including (i) any allocations used in computing deductible costs and the basis for Firestone Liberia's determination of mark up; (ii) the quantity of Rubber Products purchased by Firestone Liberia from Liberian Rubber Farmers and other rubber farmers; (iii) the amount of taxes withheld under Law from Liberian Rubber Farmers and other rubber farmers for remittance to Government; (iv) the number of Liberian Rubber Farmers and other rubber farmers from whom Rubber Products were purchased; and (v) such other information as the Parties shall agree is pertinent.

SECTION 8

PUBLIC HEALTH AND SAFETY

8.1 Procedures – Firestone Liberia shall practice modern public health and safety procedures and precautions (including regular safety training instruction for its employees) in accordance with modern rubber farm and rubber processing practices and Law.

8.2 Plant Protection Department – The Government acting through the Ministry of Justice and by the lawful authority granted the said Ministry to act for and on behalf of Government, hereby authorizes Firestone Liberia directly or under contract with other Persons of its choosing, to establish, manage and maintain a Plant Protection Department for the purpose of maintaining Law, order and security through its own fully effective security force in the Concession Area and in other areas where Firestone Liberia has or maintains property and assets and to do so always being subject to Law (including all Laws relating to apprehension and detention and human rights). The Parties also agree to subscribe to and adhere to the principles contained in the Voluntary Principles on Security and Human Rights. Those members of the Plant Protection Department certified by Firestone Liberia to the Government's police and law enforcement authorities to have been specially trained and qualified shall, as in the past, have enforcement powers within the Concession Area, always being subject to Law. The Plant Protection Department shall generally have (i) the power of apprehension and detention in accordance with Law, the detention of any person to be immediately notified to the appropriate Government authority and any detained person to be turned over to such authority as soon as practical and in no case later than 24 hours from the time of detention, provided that upon request of the Liberian National Police any person arrested or detained by the Plant Protection Department shall be

immediately turned over to the Liberian National Police before the expiration of the twenty four hour period and provided further that no such detained Person having been presented to the police authorities need be released from detention except as required by Law, and (ii) the power, subject to Law, to search and exclude or evict unauthorized Persons from the Production Area, and from such other areas as may be properly restricted for economic, operational or security reasons, subject to Law. Firestone Liberia shall coordinate the activities of the Plant Protection Department with Government's police, law enforcement and security authorities and periodically report to the Ministry of Justice on the activities of the Plant Protection Department. This Section shall not affect or alter Government's obligation under Section 4.7 above.

8.3 Clean Water – For households in the Production Area, Firestone Liberia shall continue to construct wells or to provide other sources of potable water with the goal of providing either water from a standpipe or in the case of households served by wells at least one well per every 30 houses in divisions where there are no standpipes by the end of the Rehabilitation Term. Potable water provided pursuant to this Section shall meet or exceed the standards established by Law or, in the absence of any such Law, shall be determined by agreement between the Parties.

8.4 Sanitation – Firestone Liberia shall continue to construct latrines or build bathrooms so as to ensure that no later than December 31, 2011 each household in the Production Area shall have a bathroom or safe and sanitary latrine.

8.5 Employee Housing – Firestone Liberia shall continue to construct new housing to the improved housing standard as set forth in Appendix IV, and shall construct 2,300 new houses to that standard between January 1, 2006, and December 31, 2010. In addition, Firestone Liberia shall provide one house for each Firestone Liberia employee entitled to housing by the end of the Rehabilitation Term in 2015. By December 31, 2017, Firestone Liberia shall have renovated all damaged and older housing that is intended for future habitation which although not identical to the improved housing standard shall conform to the basic features of the improved housing standard as set forth in Appendix IV. In all cases housing shall conform to the requirements of Law.

SECTION 9 **MEDICAL CARE**

Firestone Liberia will ensure the availability in Liberia of medical treatment, care and attention in accordance with Law and such other standards as may be agreed between the Parties. Such treatment, care and attention shall be free of charge for Firestone Liberia's employees and their Dependents so long as each Dependent is properly registered with Firestone Liberia. To this end, prior to the end of the Rehabilitation Term, Firestone Liberia shall also evaluate the feasibility of re-establishing its own training program for nurses and paramedics, or providing for such training pursuant to Section 11.2 through a program established in Liberia by Government or third parties. To ensure that care is available for its employees and their Dependents, Firestone Liberia shall make its Duside hospital facility operational, and operate and

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maintain two additional clinics in the Production Area. Government officials assigned to, resident in and regularly working in the Production Area in an official capacity shall, during the time of such assignment and residence, also be entitled to receive medical care on the same basis as Firestone Liberia employees, along with the spouse and dependents of each such official who have been registered as such with Firestone Liberia. The number of such Government officials and their Dependents shall not exceed a reasonable number agreed upon from time to time by Government and Firestone Liberia.

SECTION 10 **EDUCATION**

10.1 Education for Employee Dependents – Firestone Liberia will ensure the availability in Liberia, free of charge, of education, including junior high and high school education, for each person who is registered with Firestone Liberia as a Dependent child of an employee, in conformity with Law, rules, regulations and standards generally applicable to schools in Liberia established by Government, and in the same manner and under the same conditions as Firestone Liberia is providing such education at the Effective Date. Firestone Liberia shall contribute \$35,000 annually through the calendar year 2015 to a Government administered and operated adult education program in the Production Area, with priority for Dependent spouses. Thereafter, or if directed by the Government beginning at such earlier date as the Government may determine, and for the remaining term of this Agreement, Firestone Liberia shall contribute such annual amounts as additional support for the scholarship program provided for in Section 11.2. Firestone Liberia will make available its educational facilities for the use of such adult education program at such times that Firestone Liberia is not otherwise utilizing such facilities.

10.2 Assistance to the Harbel Multilateral High School - As part of its support for the community, Firestone Liberia has affirmed that it shall provide financial assistance to the Harbel Multilateral High School in the amounts of US\$75,000, US\$55,000 and US\$35,000 in the first, second, and third school years, respectively, after the First Amendment Effective Date. Such assistance shall be to enable improvements in building facilities, and to provide books, vocational training equipment and supplies, but Firestone Liberia shall not be responsible for administering the school. After the third school year following the First Amendment Effective Date, Firestone Liberia may in its discretion consider in the case of demonstrated need providing additional assistance to the Harbel Multilateral High School. All financial assistance will be paid to a general revenue account maintained by the Ministry of Finance for the direct benefit of the Harbel Multilateral High School. The value of any in-kind benefits will be reported to and recorded by the Ministry of Finance.

10.3 Education for Dependents of Government Employees – The dependents of Government officials assigned to, resident in and regularly working in the Production Area in an official capacity, who have been registered as such with Firestone Liberia, shall, during the time of such assignment and residence, be entitled to receive free education in Firestone Liberia-operated schools in the Production Area. The number of such dependents of Government

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officials shall not exceed a reasonable number agreed upon from time to time by Government and Firestone Liberia.

SECTION 11 **EMPLOYMENT AND TRAINING**

11.1 Employment – Employment practices of Firestone Liberia shall conform to Law. In no case shall Firestone Liberia hire non-Liberian citizens for unskilled labor positions. Firestone Liberia shall give preference for employment at all levels of financial, accounting, technical, administrative, supervisory and senior management positions and other skilled positions to qualified Liberian citizens as and when they become available, it being the objective of the Parties as soon as is practicable that the operations and activities of Firestone Liberia under this Agreement should be conducted and managed primarily by Liberian citizens. Subject to availability of qualified applicants, Firestone Liberia shall cause Liberian citizens to hold at least 30 percent of the ten most senior management positions within 5 years of the First Amendment Effective Date, and at least 50 percent of such positions within 10 years of the First Amendment Effective Date. Appointment of a Liberian citizen to a particular position shall not, however, preclude subsequent employment of a non-Liberian in such position as long as, subject to availability, the overall percentage of Liberian citizens employed in senior positions are otherwise met. Subject to the foregoing, Firestone Liberia shall, during the Rehabilitation and the Regular Terms, have the right at all times freely to choose its senior management and Government shall facilitate such Persons promptly obtaining necessary work permits as well as visas for themselves and their spouses and minor children.

11.2 Training – In furtherance of the objective stated in Section 11.1, Firestone Liberia shall provide for the training of Liberian citizens in order to qualify them for the positions described in that Section and, as required by its operations under this Agreement, Firestone Liberia shall also provide on-the-job training, utilize vocational training facilities in Liberia, and undertake whatever other measures are necessary and reasonable to achieve the objectives stated in Section 11.1 (including, subject to operational needs and economic conditions, scholarships for qualified Liberian employees to pursue relevant advanced studies abroad). Firestone Liberia has affirmed that, as a part of its support for education in Liberia, it shall also provide a total of US\$115,000 annually (plus such amounts as are directed to such fund by the Government pursuant to Section 10.1) in scholarships for Liberian citizens through a program to be administered by Firestone Liberia, one quarter of such amount to be reserved for students from and currently resident in Margibi County. In addition, Firestone Liberia shall provide US\$50,000 annually in support to the University of Liberia's College of Agriculture. Such support may be in kind as appropriate to meet needs identified by the University of Liberia and the Ministry of Agriculture. Firestone Liberia shall prepare (and revise when necessary) detailed plans and programs for its on-the-job training programs, including timetables and schedules, as part of its reporting requirements under Section 22 hereof.

11.3 Minimum Wage Compensation – Compensation paid or provided to employees of Firestone Liberia, employee benefits received by them and employee working conditions provided to them, shall be in accordance with Law. Firestone Liberia shall account

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for compensation and employee benefits in accordance with Sections 21.1, 21.2 and 21.3, and the requirements of this Section shall be subject to Section 32.5 regarding non-discrimination.

SECTION 12 **USE OF LIBERIAN PRODUCTS AND SERVICES**

When purchasing goods and services related to Firestone Activities, Firestone Liberia shall give preference to goods produced in Liberia by Liberian citizens, and services provided by Liberian citizens, who are resident in Liberia (and certified as such by Government) which are equal to or better than comparable goods and services obtainable from other Persons taking into account price, quality, delivery schedules, availability and other terms. In addition, Firestone Liberia agrees to include in each contract or work order with its major contractors and other Associates a provision requiring them to adhere to the requirements of this Section, and to require their sub-contractors to do so, with respect to any activities undertaken in Liberia by such Associates and major contractors (and their sub-contractors), on behalf of Firestone Liberia. Subject to the foregoing, Firestone Liberia may freely contract with any Person.

SECTION 13 **MANUFACTURING**

13.1 Rubber Wood Project – Firestone Liberia has committed to invest approximately US\$10 million in a Rubber Wood facility in Liberia (the “Firestone Rubber Wood Project”) with an expected start up date of the main plant in the first half of 2008. Trial production will start before then to begin the training and development of skills and expertise necessary to the operation. The Firestone Rubber Wood Project has a design capacity to utilize wood from a minimum of 2,500 acres of felled rubber trees annually and will have the capacity to produce sawn timber, kiln dried lumber, and veneer. Future expansion may add additional products such as plywood and S4S moldings. The Firestone Rubber Wood Project is expected to employ 500 persons initially and may increase to 1,000 persons depending on future expansions undertaken in an exercise of Firestone Liberia’s sole and exclusive discretion.

13.2 Cooperation with Government – Firestone Liberia agrees that it will cooperate with Government in any investigation Government makes of the possibility of establishing manufacturing facilities within Liberia which utilize Rubber Products including Rubber Wood as a basic raw material and in which Firestone Liberia has expertise, it being understood, however, that nothing in this Section shall, subject to Section 13.3 below, require Firestone Liberia to take any further action except in the independent exercise of its business judgment.

13.3 Sales of Rubber Wood to Liberian Manufacturers – If any manufacturing facility using Rubber Wood as a basic raw material shall be established within Liberia, Firestone Liberia shall sell to such manufacturers for use in their facilities situated in Liberia, at market prices and terms (as determined by reference to those prices and terms Firestone Liberia has received or could receive from non-Affiliated purchasers at the time of the purchase order) a

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