

minimum of 35 percent of the Rubber Wood that is rough sawn lumber as a final product, subject to prior contractual commitments.

13.4 Sales of Rubber Products Other than Rubber Wood to Liberian

Manufacturers – If any manufacturing facility using processed Rubber Products, other than Rubber Wood, as a basic raw material shall be established within Liberia, Firestone Liberia, subject to its prior contractual commitments, and upon request by Government, shall sell to such manufacturers for use in their facilities situated in Liberia:

(a) Upon 90 days' notice to Firestone Liberia, up to 5 percent of Firestone Liberia's output during each calendar year of each grade and kind of Rubber purchased from Liberian Rubber Farmers, and

(b) Upon 18 months' notice to Firestone Liberia, up to 5 percent of Firestone Liberia's output during each calendar year of each grade and kind of Rubber produced from the Production Area.

Such sales shall occur upon such terms and conditions as may be agreed by Firestone Liberia and such manufacturers; provided that the purchase price unless otherwise agreed shall be derived by taking the average of the prices received by Firestone Liberia for the same grade and type of Rubber shipped during the calendar month immediately preceding the date of delivery to the purchaser. If demand for Rubber Products, other than Rubber Wood, for use in manufacturing facilities located within Liberia should exceed the amounts provided for in Section 13.4(a) and Section 13.4(b), Firestone Liberia shall endeavor to make additional supplies available taking account of its other contractual obligations. Such additional supplies shall be provided 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).

13.5 Other Manufacturing Activity – Firestone Liberia shall continuously monitor and actively consider the potential for value added Liberian manufacture of Rubber Products other than Rubber Wood, taking into account the anticipated positive impact of any such production on the development of Liberia. In doing so, Firestone Liberia, in cooperation with the Government, shall consider the most relevant factors including the nature, size, value and suitability of the potential investment concerning which Firestone Liberia shall make an independent business judgment.

SECTION 14
COMMUNITY RESOURCES

14.1 Community Programs – It is the objective of the Parties that Production shall be carried out in a manner that is consistent with the continuing economic and social viability, both during the Term of this Agreement and thereafter, of communities that have formed, and may form, as a result of Production. Upon request of Government at any time, Firestone Liberia shall consult with Government in order that Government may establish plans and programs for the implementation of this objective, and thereafter Firestone Liberia and Government shall in good faith cooperate with Government's efforts concerning the realization of such plans and programs. Furthermore, in consultation with Government, Firestone Liberia shall conduct a

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feasibility study regarding the provision of electric power to communities in the Production Area that may be of sufficient size to justify the provision of such electric power. Firestone Liberia shall also review with Government the results of the feasibility study. Nothing herein shall require Firestone Liberia to make any expenditure or incur any cost (except for the cost of conducting the feasibility study referred to in this Section 14.1) beyond what it would have made or incurred in the ordinary course of its business.

14.2 Support for Liberian Farmers

(a) Firestone Liberia shall provide farm advisory support and, subject to availability, farm supplies to Qualified Liberian Rubber Farmers (as defined below in Subsection 14.2(b)) at charges no greater than Firestone Liberia's own cost for such items to which shall be added any Taxes and Duties imposed by Law on such items or on their provision to Liberian Rubber Farmers. During the Rehabilitation Term and subject to Section 14.4 below, Firestone Liberia shall ensure that Qualified Liberian Rubber Farmers receive free of any charges (except for any costs incurred for transportation and delivery to a rubber farm or other location) 700,000 rubber stumps of the same quality used for replanting by Firestone Liberia per year beginning in the calendar year 2008. Firestone Liberia may satisfy this commitment by:

(i) providing rubber stumps at its expense drawn from its own supply to such Qualified Liberian Rubber Farmers in Liberia; or

(ii) providing money, materials or other tangible support to other Persons to assist them in turn to provide free rubber stumps or other planting materials to Qualified Liberian Rubber Farmers, receiving credit thereby each year for a portion of such rubber stumps or planting materials thus provided based upon its pro rata share of the cost paid or incurred in providing such free rubber stumps or planting materials to Qualified Liberian Rubber Farmers; or

(iii) utilizing a combination of (i) and (ii).

(b) Where the demand for rubber stumps exceeds the supply, Firestone Liberia in its sole discretion may decide to supply rubber stumps either on a first-come, first-served basis, or pro-rata based on the size of the rubber farms owned by Liberian Rubber Farmers seeking to obtain rubber stumps from Firestone Liberia, or on any other reasonable basis. If Firestone Liberia has available rubber stumps in excess of the maximum limits provided for in this Section, then it may choose to supply additional rubber stumps to Qualified Liberian Rubber Farmers for a price equal to its own cost. For purposes of this Section, a "Qualified Liberian Rubber Farmer" shall be any Liberian Rubber Farmer who meets the requirements imposed by any applicable Law and, in addition, who satisfies Firestone Liberia that he, she or it is in fact an owner and operator of a rubber farm in Liberia, receives all or a substantial part of the income from such farm, is not and has not acted either as a front for other Persons with respect to the ownership or operation of a rubber farm in Liberia or as a middleman to sell rubber stumps to other Persons except as permitted by Firestone Liberia for good cause shown, and meets such other criteria and standards as Firestone Liberia may reasonably impose to ensure that the

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benefits to be provided hereunder accrue primarily to Liberian Rubber Farmers who have the capacity effectively to utilize them. Firestone Liberia shall provide a list of all Liberian Rubber Farmers that it supplies with rubber stumps to Government and discuss with Government such concerns as Government may have. Firestone Liberia shall also have the right to provide this list to such other Persons as Firestone Liberia may deem appropriate.

(c) Prior to the activation of the Rubber Development Fund, Firestone Liberia shall assist the Ministry of Agriculture extension service in providing training for that number of Persons engaged in extension services that Firestone Liberia and the Ministry of Agriculture mutually agree taking into account Firestone Liberia's capacity to provide such training in any year; among such trainees may be Central Agricultural Research Institute researchers.

(d) In any event, during the Rehabilitation Term and even after its obligation to provide rubber stumps free of charge to Qualified Liberian Rubber Farmers shall have ended, Firestone Liberia shall make rubber stumps available for purchase at cost by the Rubber Development Fund for distribution to Qualified Liberian Rubber Farmers. Firestone Liberia shall sell farm supplies (other than rice) to Qualified Liberian Rubber Farmers at its own cost which shall include transportation costs, purchase costs, any financial costs incurred by Firestone Liberia, Taxes and Duties or fees imposed by any third party, storage charges and a reasonable allocation for other handling and overhead costs. Firestone Liberia may sell rice to Qualified Liberian Rubber Farmers subject to Sections 20.2 and 32.6.

14.3 Liberian Rubber Rehabilitation Study – Firestone Liberia shall contribute US\$50,000 to the general revenue account of the Ministry of Finance, to be used exclusively to pay fees or costs for an independent study to be commissioned by the Ministry of Agriculture regarding ways to support and enhance the rehabilitation of the natural rubber industry in Liberia and to assist small holders. The Government will consult with Firestone Liberia and the industry on the terms of reference for such study.

14.4 Rubber Development Fund – The Government shall introduce for enactment by the Liberian Legislature and thereafter fully support certain amendments to existing Law governing the Rubber Development Fund (the "Fund") such that the Fund will be used solely to support the rehabilitation and development of the rubber sector in Liberia through a national extension program and other services for Liberian Rubber Farmers (such as the provision of Rubber Stumps to Liberian Rubber Farmers) subject to the following governance terms and conditions:

(i) The Fund shall be financed both through fees imposed on the export or sale of Rubber produced in Liberia ("Rubber Development Fees") and through appropriations from Government ("Rubber Development Appropriations").

(ii) The Rubber Development Appropriation, which may be composed of budget appropriations or other funds available to the Government, shall in any fiscal year be not less than 10 percent of the Rubber Development Fees payable into the Fund by Persons who sell or

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export Rubber during such year.

(iii) The obligation to pay Rubber Development Fees shall apply on identical terms and conditions without exception to every Person that sells or exports Rubber.

(iv) Every Person that exports Rubber from Liberia shall pay Rubber Development Fees to the Fund on all Rubber for export that it derives from its own rubber trees, and shall collect Rubber Development Fees for payment to the Fund from every Person from whom it purchases Rubber for export (failing which the exporter shall be responsible to pay the Rubber Development Fees that should have been collected), provided that no Person that exports Rubber shall be required to pay Rubber Development Fees on Rubber as to which either such exporter or some other Person has already paid Rubber Development Fees.

(v) Every Person that sells Rubber other than for export shall pay Rubber Development Fees to the Fund on all Rubber that it sells other than for export.

(vi) The Fund shall be transparently managed by a board of Directors the majority of whose members shall be elected every three years from among the ranks of producers of Rubber or their designated representatives. Entitlement of Producers to participate in such elections shall be based on the amount actually paid into the Fund by such Persons or on their behalf during the three preceding years, and the weight to be given to their votes shall similarly be based on the amount actually paid into the Fund by such Persons or on their behalf during the three preceding years. The Government shall have the right to appoint two Directors regardless of its level of contribution to the Fund, or such larger number as shall reflect the amount actually paid into the Fund by the Government relative to other Persons during the three years preceding an election of Directors. Except as otherwise determined by the Government, the Ministry of Agriculture and the Ministry of Finance shall each appoint one of the two Government Directors.

(vii) The Fund shall be an "exempt person" for tax purposes under Section 9(a) of the Revenue Code of Liberia (2000).

(viii) The Fund shall be subject to an annual audit by a reputable international accounting firm, which audit and any management letters or similar communications shall be public.

Once the Rubber Industry Rehabilitation and Development Fund Act has been amended as described in this Section 14.4 and Firestone Liberia pursuant to Section 20.12 has paid into the Rubber Development Fund such fees as are required by Law, the obligation of Firestone Liberia to provide free stumps pursuant to Section 14.2(a) shall terminate. However, after its obligation to provide free rubber stumps has terminated, Firestone Liberia shall nevertheless during the Rehabilitation Term offer to sell 700,000 stumps per year to the Fund at a price equal to Firestone Liberia's actual cost.

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SECTION 15
ENVIRONMENTAL MEASURES

Firestone Liberia's obligations with respect to the environment shall be as prescribed by Law including the Environmental Protection and Management Law and the following:

(a) Firestone Liberia shall take reasonable measures to ensure that Production does not cause unreasonable risks to public health or unreasonable damage to the environment. Unless Firestone Liberia demonstrates that a particular measure is unreasonable, it shall employ measures as protective as those employed by Persons in Liberia and elsewhere engaged in the production and processing of Rubber on a basis similar to Production under this Agreement.

(b) Firestone Liberia as part of its annual update of the Development Plan, shall report the status of its implementation of the Environmental Management Plan ("EMP") including any relevant environmental events and any proposed modifications of the EMP. In coordination with Government's Environmental Protection Agency (the "EPA"), Firestone Liberia shall, within twelve months after the Effective Date, provide Government by notice with an environmental assessment report and its corresponding EMP describing the environmental effects of Production intended to be managed, and the general means by which Firestone Liberia plans to manage them consistent with this Section. The EMP shall also describe all operational areas and disposal areas within the Concession Area and their status. Government shall have 90 days thereafter to review and approve or reject the EMP, which approval shall not be unreasonably withheld and shall be deemed granted if Government has not denied approval by notice to Firestone Liberia and provided in writing full details of the basis for that denial. For avoidance of doubt, the provisions of Section 27 apply to disputes pursuant to this Section.

(c) Thereafter, Firestone Liberia's obligations with respect to the environment shall be as prescribed by the EMP as it may be modified or supplemented from time to time with the approval of Government on the basis set forth in this Section. The EMP will include provisions for review and potential modification to take into account changing circumstances at least every five years. Any modifications made will be offered for review and approval by Government within 90 days as described above.

(d) Should Firestone Liberia or the Government identify an unreasonable risk to public health or unreasonable damage to the environment caused by an environmental effect of Production under this Agreement, Firestone Liberia shall develop a supplemental EMP to address the identified effect. The objective of any such plans shall be to use economically and technically feasible measures to eliminate the unreasonable risk, provided that if an instance of unreasonable damage to the environment is identified remedial measures shall be taken as soon as practical to remedy such damage. The supplemental EMP will be produced within six months of the identification and will be adopted pursuant to the provisions above for adoption of the EMP.

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(e) Government shall, pursuant to Sections 4.5 and 4.7, take such action as is necessary to protect Firestone Liberia from the actions of any Person that causes unreasonable risks to public health or unreasonable damage to the environment in or bordering the Concession Area.

(f) Any assertion or claim by Government that Firestone Liberia is subject to civil or criminal penalties or to mandatory mitigation measures for a violation either of this Agreement or any Law relating to the protection and preservation of the environment or restitution of harm to the environment shall be determined in accordance with Law, provided that if Firestone Liberia disputes the existence of a violation it may have the existence of such violation determined pursuant to arbitration in accordance with the provisions of Section 27 of this Agreement, provided further that except in the case of extraordinary circumstances, Firestone Liberia shall not initiate arbitration prior to a final administrative determination of an alleged civil violation.

(g) Any environmental remediation required by Law or this Agreement, absent an emergency, shall not require Firestone Liberia to cease activity during the remediation period provided that Firestone Liberia proceeds diligently to undertake the required remediation action.

SECTION 16 **COORDINATION COMMITTEE**

Firestone Liberia and Government shall create a Coordination Committee, which shall consist of 7 members or such greater or smaller odd number as the Parties may agree. One member, who shall serve as the chair, shall be appointed jointly by Government and Firestone Liberia, or if they are unable to agree, then alternately for a one year term first by Government and then by Firestone Liberia until they are able to agree. Of the remaining members, half shall be appointed by Government and half shall be appointed by Firestone Liberia. The Coordination Committee may meet upon the request of either party, but not more than 4 times per year unless the Parties otherwise agree, for the purpose of discussing medical, health, safety, educational, environmental, labor, personnel and any other matters related to Firestone Activities, in order to coordinate the needs and plans of Firestone Liberia with the needs and plans of Government in matters affecting or related to any of the above matters. The Coordination Committee shall have no managerial responsibility or role, nor shall it be empowered to take any action on behalf of or with respect to the rights of Firestone Liberia or the Government.

SECTION 17 **CAPITALIZATION**

Firestone Liberia shall maintain a ratio of Indebtedness to Equity Capital no greater than 2:1, excluding for these purposes any Indebtedness that is non-interest bearing (any such non-interest bearing Indebtedness is hereafter referred to as "Permissible Debt"). Firestone Liberia shall not enter into any new Indebtedness other than Permissible Debt if such new Indebtedness would result in the ratio of Indebtedness to Equity, excluding Permissible Debt,

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being greater than 2:1; nor shall Firestone Liberia pay any dividends or make other equity distributions to any Affiliate until the ratio, including Permissible Debt, becomes equal to or lower than 2:1. Any Permissible Debt shall be fully subordinated to any liability or obligation that Firestone Liberia may at any time have to the Government or any right or claim that the Government may have upon termination including the right to ownership of all non-moveable tangible assets. For purposes of this Section, "Indebtedness" means any or all liabilities, obligations and reserves, contingent or otherwise, which are reflected as a liability on the balance sheet of Firestone Liberia and "Equity Capital" means stockholders' equity as reflected on such balance sheet, the balance sheet having been prepared in accordance with generally accepted accounting principles consistently applied. The ratio shall be determined annually by reference to the most recent audited financial statement of Firestone Liberia.

SECTION 18 **INCOME TAXATION**


18.1 Income Tax Rate – Effective January 1 of the calendar year in which the First Amendment Effective Date occurs, and continuing for the period through December 31, 2041, Firestone Liberia shall be taxed on its net taxable income pursuant to Law but at a rate not to exceed thirty percent of such net taxable income, provided that if this Agreement has been ratified or enacted by the Liberian Legislature, and signed into Law by the President on or before March 30, 2008 and this Agreement has otherwise become effective pursuant to Section 32.1, then the income tax rate provided in this Section 18.1 shall take effect on January 1, 2007 and in such instance the date for Firestone Liberia's filing of its 2007 income tax return shall be the later of the due date under Law or 30 days after the First Amendment Effective Date.

18.2 Determination of Taxable Income – Subject to the provisions of Section 18.3 and 18.4 below, Firestone Liberia's net taxable income shall be computed in accordance with Law. Unless otherwise provided in this Agreement, the net taxable income of Firestone Liberia shall be determined in Dollars in accordance with generally accepted accounting principles.

18.3 Accelerated Depreciation; Carry Forward – In computing Firestone Liberia's net taxable income for any calendar year (or part thereof) prior to January 1, 2042, those deductions permitted by Law and the following deductions, to the extent not otherwise permitted as deductions under Law, shall be allowed as deductions from its gross income:

(i) Commencing in the year construction, acquisition or installation is completed, an allowance for depreciation of items of plant, equipment and Infrastructure to be computed in accordance with the depreciation methods and rates specified in Appendix II; and

(ii) To the extent not used to offset taxable income in a previous year, any prior year losses incurred provided, however, that a prior year loss may only be used to offset taxable income realized during one or more of the twelve years immediately succeeding the year in which such prior year loss was incurred, unless a longer period is permitted by Law, in which event it may be carried forward for such longer period.


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18.4 Adjustment of Income Tax Liability – In any calendar year after the Rehabilitation Term and prior to January 1, 2042, Firestone Liberia's income tax liability (exclusive of any loss carry forward or credit of Turnover Tax) as computed in accordance with Section 18.2 shall be limited to 110 percent of the amount which would be payable for such calendar year if Firestone Liberia's income tax liability (exclusive of any loss carry forward or credit of Turnover Tax) were computed in accordance with Law as in effect on July 1, 2007 utilizing a 30 percent tax rate. Any claim of adjustment pursuant to this paragraph shall be supported by such documentation as Government may reasonably require and shall be subject to audit.

SECTION 19 **SURFACE RENTAL**

19.1 Rental Fee – Firestone Liberia shall pay annually to Government, during each calendar year through December 31, 2041, a surface rental equal to US\$2.00 per acre for a total of US\$237,980 per year for all Government Land included within the Production Area, provided that this amount shall be adjusted once every five years beginning January 1, 2013 to an amount equal to US\$237,980 times the ratio of the GDP Implicit Price Deflator in the year of measurement to the GDP Implicit Price Deflator as of January 1, 2008. The Parties may by agreement substitute any other inflation index for the GDP Implicit Price Deflator. Any obligation to pay surface rental with respect to any land leased to Firestone Liberia pursuant to Sections 4.2 or 4.4 shall be as set forth in those sections.

19.2 Payment – All surface rental shall be payable annually in advance, on or before January 15th of the year for which payment is being made, to the Ministry of Finance of Liberia or as the Government may otherwise direct by notice.

SECTION 20 **OTHER PAYMENTS TO GOVERNMENT**

20.1 Turnover Tax

(a) Firestone Liberia shall be liable to pay the Turnover Tax quarterly pursuant to Law provided that prior to January 1, 2042 such amount shall not exceed 2 percent of its gross income as that term is defined by Law. Sums paid as turnover taxes shall be treated as a prepayment of and a credit against income taxes payable pursuant to Law provided that any amount paid prior to January 1, 2042 as a turnover tax in any year in excess of the amount of income tax that is payable in such year shall be carried over as a credit against income taxes payable in the next succeeding year and, if any un-credited amount remains thereafter, the balance of such un-credited amount shall be carried over as a credit against income taxes in the succeeding year and in each ensuing year until such credit is exhausted.

(b) The rate of Turnover Tax shall be not greater than 1 percent during the first calendar year after the following two conditions have been met:

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1. Firestone Liberia shall have had negative taxable income or, after applying tax loss carry forwards against taxable income, no income tax liability during each of the two immediately preceding years; and
2. The cumulative total un-credited Turnover Tax paid by Firestone Liberia to the Government during all prior periods exceeds US\$4 million.

Thereafter, the rate of Turnover Tax shall remain at 1 percent until the cumulative total of paid but un-credited Turnover Tax is US\$ 2 million or less at the end of any calendar year, after which the rate of Turnover Tax shall be 2 percent during the following and each ensuing calendar year until such time as the conditions described in the first sentence of this paragraph (b) shall again apply.

(c) The Parties affirm that the un-credited Turnover Tax paid shall be treated as a credit against Firestone Liberia's income tax liability without expiration through calendar year 2041. Firestone Liberia may, upon providing notice of full termination (i.e., not partial termination) of this Agreement pursuant to Section 25.1 or beginning at the time described in Section 25.5 (a) apply without exception any unused Turnover Tax credit against any financial obligations it owes to the Government.

20.2 Import Duties – Prior to January 1, 2042, Firestone Liberia shall not be subject to import duties on goods and materials to meet its social obligations including approved medical and educational materials. During the Rehabilitation Term, Firestone Liberia shall not be subject to import duties on capital goods as set out in Appendix III and items used directly in Production as set out in Appendix III. Firestone Liberia shall pay Taxes and Duties on the import of fuel, rice and other goods at the rates established by Law provided that during the Rehabilitation Term such Taxes and Duties shall not exceed 50 percent of the duty at Law per gallon of fuel and US\$1.10 per hundred pound bag of rice subject to the volumetric limitations and other terms of Appendix III. Rice and farm supplies sold or conveyed to Liberian Rubber Farmers by Firestone Liberia shall be subject to Taxes and Duties on their importation as provided by Law and the amount of such Taxes and Duties shall be included in the price paid to Firestone Liberia by such Liberian Rubber Farmers. Firestone Liberia shall within thirty days after the end of each calendar quarter submit a report to Government setting forth the quantity of rice and farm supplies sold or conveyed to Liberian Rubber Farmers during the calendar quarter just ended and remit payment of Taxes and Duties received by it from Liberian Rubber Farmers with respect to such items to the extent that such Taxes and Duties have not otherwise been paid.

20.3 ECOWAS Trade Levy – Firestone Liberia shall be subject to the ECOWAS Trade Levy on all goods from non-ECOWAS states which it imports into Liberia at the rate established by Law but not to exceed 1 percent of the CIF value of such goods unless such higher rate is generally applicable in all ECOWAS member states without exception.

20.4 Customs User Fee – Firestone Liberia shall pay a customs user fee on imports as required by Law on all items not otherwise subject to import duties provided that during the

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Rehabilitation Term the rate at which such fee is imposed shall not exceed 1.5 percent of CIF value.

20.5 Withholding Tax on Interest – During the period prior to January 1, 2042, Firestone Liberia shall withhold from interest paid to non-resident Persons the amount of Taxes and Duties required by Law, but not to exceed 10 percent of such payments.

20.6 Withholding Tax on Dividends – Firestone Liberia shall withhold from dividends paid to its shareholders or owners prior to January 1, 2042 the amount of Taxes and Duties required by Law to be withheld, but not to exceed 10 percent of such payments.

20.7 Withholding Tax on Certain Other Payments – Subject to the provisions of Sections 20.5 and 20.6 above, Firestone Liberia shall withhold from payments to any Person for the items set forth in Section 806 (d) and Section 905 (e) of the Revenue Code of Liberia (2000) the amount required by Law but not to exceed eight percent of such amounts during the Rehabilitation Term or ten percent of such amounts during the Regular Term.

20.8 Goods and Services Tax – Firestone Liberia shall be subject to the goods and services tax as imposed by Law provided that no goods and services tax shall be payable prior to January 1, 2042 on capital goods or materials and supplies used for Production, or to meet social obligations as listed in and according to the terms of Appendix III, and provided further that the applicable rate for all other items shall not exceed 3.5 percent during the Rehabilitation Term.

20.9 Export Taxes – Except as otherwise provided in this Agreement, Firestone Liberia shall not, prior to January 1, 2042, be subject to Taxes and Duties on the export of Rubber Products provided that to the extent provided by Law, the export of Rubber that is not processed rubber (as that term is defined in Section 1.36 of this Agreement), shall be subject to Taxes and Duties.

20.10 Real Property Tax – Firestone Liberia shall be exempt from the real property tax during the Rehabilitation Term. For each calendar year of the Regular Term beginning January 1, 2016, Firestone Liberia shall pay on or before January 15 of such year a real property tax of US\$170,000 with respect to all structures and improvements on Government Land included within the Production Area, provided that this amount shall be adjusted once every five years beginning January 1, 2013 to an amount equal to US\$170,000 times the ratio of the GDP Implicit Price Deflator in the year of measurement to the GDP Implicit Price Deflator as of January 1, 2013. The Parties may by agreement substitute any other inflation index for the GDP Implicit Price Deflator. During the Regular Term, except for the payment set forth in this Section 20.10 and except as provided in Section 19 of this Agreement, Firestone Liberia shall not be subject to the real property tax or any other "Taxes and Duties" on the ownership, use or occupancy of land, real property, buildings, structures or improvements of any kind on Government Land included within the Production Area.

20.11 Inspection Fees – Firestone Liberia shall be subject to inspection on all imports and exports. Firestone Liberia shall utilize the services of the inspection entities

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approved by the Minister of Finance at rates to be negotiated between Firestone Liberia and the designated inspection entity. Failing agreement on rates, Firestone Liberia may select another internationally recognized company for inspection. Such company and the pre-shipment information and reporting mechanism shall be subject to the prior written approval of the Minister of Finance which approval shall not be unreasonably withheld. The Minister of Finance shall be conclusively deemed to have approved the inspection company designated at any time or from time to time by Firestone Liberia if, within 60 days after notice of such designation the Minister has not indicated a decision to withhold approval by notice in the manner provided in this Section.

20.12 Rubber Development Fees – Subject first to the satisfaction of the conditions precedent set forth in Section 14.4 of this Agreement, Firestone Liberia shall pay the Rubber Development Fund such fees as may thereafter be required by Law.

20.13 Regulatory Fees – Firestone Liberia shall, on the basis set forth in this Section, pay such Taxes and Duties as are generally applicable under Law in Liberia with respect to driver's licenses, vehicle registrations, corporate registration, residency and work permits and other similar licenses and permits that arise either from the grant by Government of regulatory licenses or permits or from the requirement under Law for registration with Government incident to doing business or conducting activities in Liberia (collectively, such Taxes and Duties are hereafter referred to as "Regulatory Fees"). During the Rehabilitation Term, Firestone Liberia shall pay only such Regulatory Fees as are nominal in amount or as are based on a reasonable approximation of the cost to Government of providing the service or performing the act with respect to which the Regulatory Fee is imposed. Prior to January 1, 2042 Firestone Liberia shall not be liable for any Regulatory Fee that is based upon or determined with reference to Firestone Liberia's revenues, turnover, gross receipts, capital and profits or other gains and proceeds from the sale, exchange, or lease of any goods, services, assets or liabilities except as otherwise specifically provided in this Agreement.

20.14 Other Taxes and Duties – During the Rehabilitation Term the Taxes and Duties (including Regulatory Fees) and the surface rental and other amounts specifically provided in this Agreement to be paid to Government are in lieu of all other Taxes and Duties and other amounts that, directly or indirectly, at any time, under any sovereign revenue or other Law or otherwise, would be payable to Government or levied upon Firestone Liberia or, except as otherwise provided in this Agreement, upon income derived from Firestone Activities, directly or indirectly, by any other Person not resident in Liberia that is an Affiliate of Firestone Liberia. If at any time after the Rehabilitation Term and prior to January 1, 2042, any Taxes or Duties (including any Regulatory Fee) other than the Taxes and Duties set out in this Agreement are imposed on Firestone Liberia, Firestone Liberia shall be entitled to an adjustment pursuant to Section 20.15. This provision shall not relieve Firestone Liberia from the payment of any penalties provided by Law for failure to pay or to pay timely any Taxes and Duties (including Regulatory Fees) otherwise due pursuant to Law or this Agreement.

20.15 Adjustment of Liability – If in any calendar year after the Rehabilitation Term and prior to January 1, 2042, and subject to application of the provisions of Section 18.4

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above, any change in Taxes and Duties not otherwise stabilized through December 31, 2041 or the imposition of any Taxes and Duties that had not been enacted into Law by July 1, 2007 and that were not in effect on July 1, 2007 (the "Unstabilized Taxes and Duties") results in a total amount payable by Firestone Liberia to Government in such calendar year from such Unstabilized Taxes and Duties that exceeds 110 percent of the total aggregate amount which would have been payable if the only Unstabilized Taxes and Duties applicable were those that had been enacted into Law and were in effect and at the levels effective as of July 1, 2007 (for avoidance of doubt such Taxes and Duties and the rates in effect as of July 1, 2007 are set out in Appendix VI), then Firestone Liberia may elect that such excess amount shall be: either (i) credited by Firestone Liberia against any Taxes and Duties payable during such or, to the extent not fully used, any subsequent calendar year (including Taxes and Duties withheld from third parties on behalf of Government and any other amounts whatsoever payable or owed, or alleged to be payable or owed, by Firestone Liberia to Government); or (ii) refunded to Firestone Liberia by Government within a reasonable period of time but not to exceed 45 days after Firestone Liberia's submission of such claim. The Unstabilized Taxes and Duties shall include custom users fees, the Goods and Services Tax, import duties, Regulatory Fees (other than those nominal in amount and based on costs), and any Taxes and Duties that had not been enacted into Law and were not in effect on July 1, 2007. For the avoidance of doubt, any Law enacted after July 1, 2007 shall not be considered for purposes of determining the levels of Unstabilized Taxes and Duties or the rates of any such Taxes and Duties as of July 1, 2007 for purposes of this Section even if any such Law is enacted with retroactive effect. Any claim of credit or refund pursuant to this paragraph shall be supported by such documentation as Government may require and such claim shall be subject to audit.

SECTION 21

FINANCIAL REPORTING AND CURRENCY

21.1 Accounting – All of Firestone Liberia's accounting under this Agreement shall be in Dollars and all amounts paid or received, and obligations incurred or transactions carried out, in Liberian Currency or other currencies shall be converted to Dollars in accordance with and pursuant to generally accepted accounting principles (except to the extent inconsistent with the terms of this Agreement) based upon the Prevailing Market Rate of Exchange between Dollars and any such currency.

21.2 Exchange Control – Firestone Liberia shall at all times have the right, without restriction, directly or indirectly, by Government, to obtain, hold, deal with and disburse funds in such manner, currencies and places as it chooses. Without prejudice to the generality of the foregoing, Firestone Liberia shall have the unrestricted and unencumbered right to sell and receive payment for Rubber Products in any currency, including the currency in which the Rubber Products are sold, and all proceeds from such sales may be deposited in non-Liberian bank accounts and held there or remitted to bank accounts anywhere in the world, in any currency. Notwithstanding the foregoing, Firestone Liberia shall have the right to acquire and sell Liberian Currency from sources other than Government at the Prevailing Market Rate of Exchange on the date of acquisition. Additionally, any and all transactions between Government

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and Firestone Liberia dealing with or referring to Liberian Currency shall be converted to Dollars at the Prevailing Market Rate of Exchange as of the date of the transaction.

21.3 Currency of Payment – Except as otherwise provided below, Firestone Liberia shall pay its obligations to Government in Dollars, including obligations for Taxes and Duties payable under Sections 18, 19 and 20 hereof. Any obligation originally stated in Liberian Currency shall be converted to Dollars at the Prevailing Market Rate of Exchange. Notwithstanding the foregoing, Firestone Liberia shall make payments of sums it collects on behalf of Government, including taxes withheld from the salaries or wages of employees of Firestone Liberia, and any other sums payable to other Persons from which a portion is required by Law to be withheld or retained by Firestone Liberia on behalf of Government, in the currency in which such salaries or wages or such other sums are paid. For purposes of determining compliance by Firestone Liberia with any Law (including without limitation any Law determining minimum wages) or satisfaction by Firestone Liberia of any contractual obligation, the amount of any payment by Firestone Liberia made in Dollars shall be converted to Liberian Currency at the Prevailing Market Rate of Exchange as of the date of such payment.

21.4 Right to Remit and Receive Payments – Firestone Liberia shall have the right to remit and receive in Dollars all payments of dividends, interest, principal and other payments arising from or as a result of, or related to Firestone Activities, and to do so without penalties, required total or partial surrender, exchange or confiscation of such Dollars, or other direct or indirect restrictions on such remittances or receipts.

21.5 Audit

(a) Firestone Liberia shall cause its books of account to be audited within 3 months, or such longer period of time as the Minister of Finance may approve, after the close of each fiscal year by an independent auditor (which shall be a reputable international accounting firm) selected by Firestone Liberia; and a copy of the annual financial statement duly certified by said auditor and any management letters or similar communications shall be furnished to Government within such period as provided by Law after its receipt by Firestone Liberia. Government shall have the right freely to discuss with the said auditor the results of the audit and certification. Firestone Liberia shall take all reasonable measures to ensure that said auditor shall cooperate fully in such discussions. The foregoing shall not in any way imply acceptance of any such audit or certification by Government or preclude Government from auditing such books of account as provided under Law, provided that Government shall provide Firestone Liberia with a copy of any such audit within 45 days of receipt. However, once either Government or Firestone Liberia has audited any book of accounts, the financial statement thus audited shall be considered acceptable and the audit results binding and conclusive as to its findings, unless a Party shall have indicated to the contrary within 3 years after its receipt of a copy of the audited financial statement.

(b) If Firestone Liberia has, pursuant to this Agreement, underpaid its income tax liability, Government shall, subject to Law, assess interest and penalties. If Firestone Liberia has overpaid its income tax liability, then it shall be entitled to reimbursement as provided by

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Law. Subject to Section 20.15 and except as otherwise required by Section 20.15, Firestone Liberia may elect pursuant to Section 72 of the Revenue Code of Liberia (2000) to have any such reimbursement credited against any Taxes and Duties then or thereafter due to Government by Firestone Liberia.

(c) In case a review of Firestone Liberia's own records or books or those of any Affiliate outside of Liberia is required, Firestone Liberia will cooperate to provide Government with copies of the information, books and records needed to complete the audit. If Government nonetheless deems it necessary for any part of such audit to be performed outside of Liberia, the cost of associated travel will be borne by Government except to the extent that Firestone Liberia is unable to provide the information, books or records needed to complete the audit in Liberia, in which case Firestone Liberia shall bear both the reasonable travel cost of a reasonable number of auditors selected by Government to travel to the place where such information, books and records may be obtained and their accommodation costs for a reasonable amount of time necessary to complete their review.

SECTION 22 **RECORDS, REPORTS AND INSPECTION**

22.1 Maintenance of Records – Firestone Liberia shall, pursuant to its current/standard record retention policy and otherwise as required by Law, maintain at its principal office in Liberia or, upon prior notice to Government, at any other office in Liberia:

(a) An original of all scientific, agricultural, operational, technical, industrial and commercial records, studies and reports (except correspondence) received or compiled by Firestone Liberia in connection with its operations under this Agreement (together with any relevant underlying data); and

(b) Complete, accurate and systematic financial records of all of its transactions, worldwide, relating to its operations under this Agreement, including all sales of Rubber Products to Firestone Liberia customers or any sales by Affiliates of Rubber Products where such sales are used to compute any item of income, deduction or other amount affecting the liability of Firestone Liberia and of such books of account and other financial records of operations as may be required by Law.

22.2 Development Plan – Beginning 90 days after the First Amendment Effective Date, and thereafter on or before June 1 of each succeeding year during the term of this Agreement, Firestone Liberia shall submit a rolling 5-year development plan (the "Development Plan"). Once submitted, the Development Plan shall be subject to review and comment, but not approval or modification, by Government. Any reporting requirements which require approval by Government according to Law or this Agreement shall be reported separately as specified by Law or this Agreement.

22.3 Reports – Firestone Liberia shall submit such reports to Government, in such form, in such detail and at such times as Government may reasonably require, with respect to the

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subjects specified in Appendix V attached hereto or such other subjects as may be otherwise agreed by the Parties from time to time ("Firestone Activity Report"). To the extent that reporting requirements for the Development Plan and Firestone Activity Report overlap in frequency and content, they shall be included only in the Development Plan with appropriate reference. This Section 22.3 shall not relieve Firestone Liberia of its obligations to make such other reports as may be required by Law to such persons as designated by Law.

22.4 Inspection – Government may, through its authorized representative, at any reasonable time upon not less than 24 hours notice, inspect the records of Firestone Liberia described in Section 21 hereof and (to the extent Production is not unreasonably disrupted) any and all facilities and areas related to any of the operations hereunder. Firestone Liberia shall make all reasonable arrangements to facilitate any such inspection and shall make its appropriate employees available to render assistance with respect to any such inspection. If any part of such inspection must be performed outside of Liberia because any of the records of Firestone Liberia described in Section 21 hereof needed for the inspection are outside Liberia, then Firestone Liberia shall bear the reasonable travel and per diem living costs of a reasonable number of Government inspectors to travel to the place where such records may be obtained for a reasonable amount of time necessary to complete their review.

22.5 Confidentiality

(a) Confidential Information provided to one party by the other party under this Agreement shall only be used by the receiving party and its representatives, and only for the purpose for which it was obtained, and shall be maintained in confidence as to third parties by the receiving party and its representatives except as may otherwise be required by Law, the terms of this Agreement, or a final order of any court having jurisdiction that is not subject to appeal. Subject to the exceptions set forth in Section 22.5 (b), all information disclosed to the other party shall be considered "Confidential Information," including (i) all written information of the disclosing party that conspicuously bears a "Confidential," "Proprietary" or similar designation, and (ii) all oral information of the disclosing party that is identified at the time of disclosure as being of a confidential or proprietary nature. Confidential Information shall also include all information which either party has received from others and which it is obligated to treat as confidential, provided such information is disclosed in the manner set forth in the preceding sentence.

(b) For purposes of this Agreement, information provided by one party to the other shall not be considered Confidential Information if (i) it is already in the public domain or subsequently becomes public (but in either instance not by virtue of any act in violation of an obligation any Person had to keep such information confidential, or otherwise by virtue of any wrongful or illegal act by any Person); (ii) the disclosing party or its representatives (including Affiliates) has provided the information to other Persons not entitled to any legal privilege with respect to such information; (iii) it is known by the receiving party without any obligation to keep such information confidential at the time of receiving such information as evidenced by its contemporaneous written records; (iv) it is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (v) it is the subject of a prior

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written permission to disclose provided by the disclosing party; or (vi) it is necessary to establish rights or enforce obligations under this Agreement.

(c) Should any Person make a demand upon the receiving party in the course of litigation or apply to any court in Liberia for the production of such Confidential Information, the receiving party shall timely provide notice to the disclosing party prior to revealing such information so that the disclosing party may have an opportunity to intervene in the matter. Either party shall nevertheless have the right to make available to any Person, or generally to reveal, the specific terms of this Agreement, the nature and scope of the obligations each has assumed hereunder. Firestone Liberia shall have the further right to disclose to any Person such other and further details of its activities in Liberia, including the amount of any payments of Taxes and Duties it has made or is obligated to make to Government, as it deems appropriate. By disclosing any such information, Firestone Liberia shall have agreed thereby that it is not Confidential Information and is not subject to the provisions of this Section.

SECTION 23 **ASSIGNMENT AND CHANGE OF CONTROL**

Firestone Liberia shall not assign its obligations or rights herein to any other Person without the prior written consent of the Government, which consent shall not be unreasonably withheld. Any change of control of Firestone Liberia such that Firestone Liberia is no longer a direct or indirect wholly owned subsidiary of BFS Diversified Products, LLC or of another entity which is wholly owned by BFS Diversified Products, LLC or which wholly owns BFS Diversified Products, LLC shall require the prior written consent of the Government, which consent shall not be unreasonably withheld.

SECTION 24 **FORCE MAJEURE**

24.1 Application – In the event of any Party being rendered unable, in whole or in part, by force majeure to carry out its obligations under this Agreement, other than an obligation to make payments of money due hereunder that accrued prior to the commencement of force majeure, such Party shall give notice and the particulars of such force majeure in writing to the other Parties as soon as practicable after its occurrence. Thereafter, any obligation of the Party giving notice of force majeure that said Party is unable to carry out because of such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period, and such inability shall, as far as practicable, be remedied with all reasonable dispatch. All time periods specified in this Agreement for the performance of obligations or the enjoyment of rights that are affected by force majeure, except in connection with an obligation to make payments of money that accrued prior to the commencement of force majeure, but including the Term of this Agreement, shall be extended by the period of time the inability caused by such force majeure exists. Sixty days after giving notice to Government, Firestone Liberia shall have the right to terminate this Agreement without further obligation or cost (except for obligations and costs that accrued prior to the commencement of force majeure) if a condition of force

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majeure has existed for a period of one year or more which renders Production impracticable or unprofitable, or prevents Production, the export or sale of Rubber Products or the exercise by Firestone Liberia of a substantial part of their rights under this Agreement.

24.2 Definition – The term “force majeure” as used in this Agreement shall mean acts of God, major breakdowns in the factory or other Infrastructure required to maintain Production, accidents, wars, acts of war, invasions, acts of public enemies, hostilities (whether war is declared or not), terrorist acts or serious threats against the safety of Firestone Liberia’s employees or assets, trade or commercial or other restrictions imposed either by any sovereign, embargoes, blockades, revolutions, riots, civil commotions, sabotage, strikes or other industrial, labor or employer-employee disputes, fires, explosions, unavailability of or interference with the usual means of transporting Agricultural Products, shortages of materials required for Production, earthquakes or any other natural disasters, expropriation of facilities or goods, epidemics, public health emergencies, South American leaf blight (*microcyclus ulei*), and any similar cause, provided any such cause was not within the reasonable control of the Party claiming suspension and could not have been avoided or overcome by such Party through the exercise of due diligence.

24.3 No Required Settlement – Nothing in Sections 24.1 or 24.2 above shall, in and of itself, be so construed as to require Firestone Liberia to settle any strike, lockout or other labor or industrial dispute.

SECTION 25 **TERMINATION**

This Agreement shall terminate at the end of its Regular Term as set forth in Section 3 hereof, or may earlier terminate as provided below.

25.1 Termination by Firestone Liberia – Notwithstanding any other provision of this Agreement, Firestone Liberia shall have the right, without cause, to terminate this Agreement at any time, either in its entirety or as to any part of the Concession Area, 365 days after giving notice to Government (subject to this Section 25) or alternatively pursuant to the provisions of Section 24.1, provided that in the case of any partial termination the Government may elect to treat such partial termination as a termination in its entirety by Firestone Liberia. Any such termination shall be subject to the obligations of Firestone Liberia under this Agreement that accrued prior to the date of termination, including its obligations under Sections 16, 25.5 and 26 hereof.

25.2 Termination by Government – Subject to the provisions of Section 26, Government shall have the right to terminate this Agreement if any of the following events (hereinafter called “Events of Default”) shall occur and be continuing:

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one each to be appointed by Government and Firestone Liberia. Government shall appoint the chairman of the Commission from among its members. Each member of the Commission, including the chairman, shall have only one vote.

(b) The chairman of the Commission shall issue a notice and agenda for the first meeting of the Commission, which shall be held no later than 3 weeks after the establishment of the Commission. Thereafter the Commission shall hold periodic meetings at least once a calendar month.

(c) Firestone Liberia shall present to the Commission a detailed report on the status of its operations under this Agreement so that the Commission will be able to recommend steps that Government might take under the circumstances with a view to preserving the viability of the enterprise, employment in the area and the centers of population.

(d) At the request of Government, the Commission shall establish plans for the full or partial cessation of operations including, the disposition of assets and their demolition and/or removal according to Section 26.

(e) At the request of any Party, any meeting of the Commission shall be held outside Liberia, and the requesting Party shall be responsible for the travel cost of the participants.

(f) Firestone Liberia may elect not to participate on the Commission, in which event its obligations under this Section 25 shall be limited to providing the information required in Section 25.5(c) above.

25.6 Contract Remedies Preserved – The termination rights provided in this Section 25 are in addition to, and not in derogation of, any remedial right to damages which either Party may have, pursuant to Section 28 or applicable Law as set forth in Section 30 below, for a breach by the other Party of this Agreement.

SECTION 26 **DISPOSITION OF ASSETS**

26.1 Non-Movable Assets – Upon termination of this Agreement, and subject to Section 3.3, all permanent non-movable tangible assets of Firestone Liberia in the Production Area, which are not otherwise the property of Government, shall become the property of Government without charge. Rubber trees are permanent non-movable assets as used in the preceding sentence. In the event of a breach by either Party, the value of the non-movable assets shall be taken into account in any award of damages pursuant to Section 25.6 and Section 27.

26.2 Movable Assets – At any time after termination of this Agreement and with respect to each movable asset of Firestone Liberia in Liberia, which Firestone Liberia desires to sell, Government shall have the first option to purchase such asset at the fair market price thereof, such price to be paid in Dollars. If Government does not exercise such option within 90 days

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(a) Firestone Liberia shall fail to comply with its material obligations under this Agreement and such failure shall have a materially adverse effect on Government.

(b) Firestone Liberia shall (i) voluntarily make an assignment of all or substantially all of its assets for the benefit of creditors, (ii) file a petition or application to any tribunal for the appointment of a trustee or receiver for all or any substantial part of the assets of Firestone Liberia, (iii) commence any proceedings for its bankruptcy, reorganization, arrangement or insolvency under the laws of any jurisdiction, whether now or hereafter in effect, or if any such petition or application is filed, or any such proceedings are commenced against it, indicate its approval thereof, consent thereto or acquiescence therein, which proceedings are not dismissed within 90 days of commencement or (iv) if any order is entered appointing any such trustee or receiver, or adjudicating Firestone Liberia bankrupt or insolvent, or approving the petition in any such proceedings, permit such order to remain in effect for more than 90 days.

(c) Firestone Liberia shall cease Commercial Production for more than 365 consecutive days, unless Government consents to such cessation or it results from force majeure.

(d) Firestone Liberia shall fail to comply with the requirements of Section 17 of this Agreement.

(e) Firestone Liberia shall agree to such termination.

25.3 Opportunity to Cure – In the case of an alleged Event of Default described in Section 25.2, Government, before taking any further action, shall provide notice to Firestone Liberia of such alleged occurrence of such Event of Default and of Government's views in that regard and shall offer Firestone Liberia a fair opportunity to consult with Government to resolve the matter. If, after a reasonable period of time of consultation, Government is of the reasonable opinion that the matter cannot be resolved by further consultation, Government may then send to Firestone Liberia notice of Government's intention to terminate this Agreement. If the Event of Default is not cured within 60 days after said notice of Government's intention to terminate, or within such longer period as may be necessary to allow a reasonable period of time to effect such cure, then this Agreement shall be terminated.

25.4 Disputes Regarding Events of Default – Notwithstanding any other provision of this Section 25, if Firestone Liberia disputes whether there has been an Event of Default described in this Section 25 and, within 60 days after receiving Government's notice of its intention to terminate, refers such dispute to arbitration in accordance with Section 27, then termination of this Agreement shall not take effect until the finality of, and in accordance with, an arbitration award upholding Government's right to terminate.

25.5 Winding-up Commission

(a) At the time of notice of any termination or non-renewal of this Agreement, pursuant to its terms, the Parties shall set up a winding-up commission (hereinafter referred to as the "Commission") which shall consist of the Coordination Committee and 2 additional members,

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after being informed by Firestone Liberia that it desires to sell such asset, Firestone Liberia may sell such asset to any other Person, including Government or an Affiliate, for such price as it may be able to obtain, or remove such asset from Liberia. The proceeds of any such sale shall accrue to the seller subject to any Taxes or Duties payable at Law. If Government purchases any such asset, it shall pay the purchase price not later than 60 days after such price has been agreed upon or determined, unless the Parties otherwise agree.

26.3 Removal of Movable Assets – Government, by notice to Firestone Liberia within a reasonable period but not to exceed one year after termination of this Agreement pursuant to Section 25.1, may require reasonable disposal or removal, in accordance with Law, of any or all movable assets, including unusable assets, remaining within the Production Area after total disposition of assets in accordance with this Section 26. If Firestone Liberia does not reasonably dispose of or remove such asset or assets within a reasonable period after said notice, Government may effect such reasonable disposal or removal at the expense of Firestone Liberia, but Firestone Liberia shall be entitled to any income realized from the salvage value of such assets.

SECTION 27 **ARBITRATION**

27.1 Submission to Arbitration

(a) Any dispute between Government and Firestone Liberia arising out of, in relation to or in connection with this Agreement or its formation, or the validity, interpretation, performance, termination, enforceability or breach of this Agreement, which is not specifically provided elsewhere in this Agreement for resolution by submission to an expert, shall be settled by binding arbitration under the rules of the Centre in effect on the Effective Date (the "Rules"). The law applicable to any arbitration shall be determined pursuant to Section 30 below. In the event of any conflict between the Rules and Section 27 of this Agreement, the provisions of Section 27 of this Agreement shall govern. Arbitration hereunder shall be the Parties' exclusive remedy and no Party to arbitration shall be required to exhaust any local administrative or judicial remedy, provided that in a dispute involving a violation of Law, Firestone Liberia shall not initiate arbitration prior to a final administrative determination of a violation unless upon a reasonable showing that to do so would be futile, or that conditions in Liberia make participation in such a determination by Firestone Liberia's representatives, or traveling to Liberia to do so, difficult or impossible as a practical matter, or as a matter of any applicable Law.

(b) The Parties agree that this Agreement and Firestone Liberia's operations pursuant hereto constitute an "investment" by reason of the investment of a considerable amount of money in Liberia and that for purposes of Article 25(1) of the Convention, any dispute subject to this Section 27 is a legal dispute arising directly out of an investment. Either of the Parties to such dispute may institute arbitration proceedings by giving notice to the other Party and notice to the Secretary-General of the Centre, including in each a statement of the issues in dispute.

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27.2 Nationality – Notwithstanding the incorporation in Liberia of Firestone Liberia, it shall be treated as a Person that is a national of the United States of America for purposes of the Convention and of this Agreement.

27.3 Arbitrators – Any arbitral tribunal constituted pursuant to this Agreement shall consist of one arbitrator to be appointed by Government, one arbitrator to be appointed by Firestone Liberia and one arbitrator, who shall be the president of the tribunal and shall be a citizen neither of Liberia nor of the United States, to be appointed by the Secretary-General of the Centre. No such arbitrator shall have an interest in the matters in dispute.

27.4 Referee – At the request of any Party, any matter otherwise subject to arbitration under this Agreement shall instead be referred for resolution to a single referee to be appointed by the Secretary-General of the Centre, or of any successor entity as provided for by Section 27.10 below, except for any dispute arising out of or related to Sections 2, 4, 5, 6, 18, 19, 20, 21, 22, 25, 26, 28, 29, 31, 33 and 34 of this Agreement, which must be referred to arbitrators appointed pursuant to Section 27.3 above unless the Parties agree that any such dispute is not material, in which event it may be referred to the referee for decision. The decision of the referee shall be rendered pursuant to Section 27.6 of this Agreement (except as regard the requirement for a decision by majority vote) and shall be final and binding unless appealed by any Party to arbitrators appointed as provided in this Section 27, who shall examine the referee's decision only as to manifest error of law, findings of fact that are not supported by any credible evidence, and abuse of authority, misconduct or other unauthorized act by the referee.

27.5 Venue – Arbitration proceedings conducted pursuant to this Agreement shall be held in Washington, DC, or such other place as the Parties may agree, and shall be conducted in the English language. The costs of the proceedings, which shall be those costs and fees incurred or imposed by the Centre and the arbitrators, shall be assessed between the Parties on such basis as the arbitral tribunal shall decide. Any procedural issues that cannot be determined under the arbitral rules of the Centre shall be determined pursuant to applicable law as set forth in Section 30 below.

27.6 Award – The arbitrators shall, by majority vote, render a written decision which shall be public stating the reasons for their award within 3 months after any hearing conducted has been concluded. Any monetary award shall be assessed and payable in Dollars (determined at the Prevailing Market Rate of Exchange if the award involved an obligation expressed in any currency other than Dollars) through a bank designated by the recipient. Each Party shall bear its own costs and attorney fees. Neither Party shall have any liability for either consequential damages (except for purposes of setoff) or exemplary or punitive damages, but interest at a rate not to exceed the London Interbank Offered Rate ("LIBOR") existing at the time of such award plus one percentage point, multiplied by the amount of the award shall be assessed from the date of any monetary award until its satisfaction. If LIBOR should cease to be reported, then the rate to be applied shall be another agreed substitute rate. In any case, the liability of Firestone Liberia or the Government shall not exceed the net book value (determined pursuant to generally accepted accounting principles) of Firestone Liberia at the time of the award. If the decision of the arbitral tribunal is adverse to either Party, then the arbitral tribunal may, in its

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discretion, specify a reasonable period of grace to cure any defect or default on the part of such Party, provided that such period of grace shall not exceed 180 days for the making of any payment required by such award.

27.7 Waiver of Sovereign Immunity – Government hereby irrevocably waives any defense of the act of state doctrine to a claim asserted under Section 28, and all claims of immunity from the arbitrators' jurisdiction and from the enforcement of any arbitral award rendered by a tribunal constituted pursuant to this Agreement, including immunity from service of process, immunity from the jurisdiction of any court situated in any state, country or nation and immunity of any of its property from execution with respect to the entry, recognition or enforcement of an award made by such tribunal.

27.8 Reservation of Rights – The right to refer a claim or dispute to arbitration hereunder shall not be affected by the fact that a claimant or respondent has received full or partial compensation from another Person for a loss or injury that is the object of the claim or dispute, and any such other Person may participate in such proceedings by right of subrogation.

27.9 Nature of Award – It is agreed by the Parties that, subject to Section 27.6 hereof, the arbitral award of any arbitral tribunal constituted pursuant to this Agreement may contain such orders (including orders for specific performance, setoff, other equitable relief or monetary damages) in respect of or affecting any of the Parties (and/or any direct loss or damage suffered by any of them), as such arbitral tribunal determines to be appropriate in the circumstances. The Parties, subject to their respective obligations contained elsewhere in this Agreement, shall take all such actions as are necessary to give full and complete effect to the award which, in accordance with its terms, shall be binding upon and enforceable against them.

27.10 Successors – The consent to the jurisdiction of the Centre as set forth in this Section 27 shall equally bind any successor or successors-in-interest to each Party to this Agreement. Should the Centre be replaced by, or its functions be substantially conferred upon or be transferred to, any new international body of a similar type and competence, each Party shall have the right to submit any dispute to such body for settlement by arbitration in accordance with the foregoing provisions of this Section 27. Should the Centre cease to exist entirely without replacement, then any Party may submit any dispute arising under this Agreement to the International Chamber of Commerce for arbitration in accordance with the terms hereof and its rules of procedure, or to such other arbitrators as the Parties shall agree upon. In all circumstances, however, the right to arbitration set forth herein shall remain at all times fully binding on both Parties.

SECTION 28 **INDEMNIFICATION**

Any breach by either Party to this Agreement of an obligation provided for in this Agreement or any inability of Government to honor any commitment, undertaking, or other obligation expressed in this Agreement by virtue of a change in Law subsequent to the First Amendment Effective Date where such action of Government in the absence of a change in Law

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would have resulted in a breach of this Agreement shall entitle the Party aggrieved by such breach or inability to be indemnified by the defaulting Party in an amount equal to the damage suffered by the aggrieved Party subject to the limitations of Section 27.6. If a Party is required to make additional payments, including payments of Taxes and Duties, because of a breach as described in this Section or contrary to the provisions of this Agreement, then such Party shall, upon an award pursuant to any arbitration pursuant to Section 27 with respect to its right to indemnification hereunder, be entitled to set off the amount of such additional payments against any obligation it may have to make any payments to the other Party, including payments of Taxes and Duties.

SECTION 29

NOTICES

29.1 Written Communications

(a) All orders, approvals, declarations, consents, and/or notices of any kind required, expressly authorized or provided under this Agreement (hereinafter each referred to as a "Communication") between Government and Firestone Liberia shall be in writing and delivered by hand, by telefax, by electronic mail, by postage prepaid registered mail or by any other means of communication agreed upon by the Parties. Any Communication sent by Government shall be signed on behalf of Government by any one of the Persons designated as the Minister pursuant to Section 1.26, and any Communication sent by Firestone Liberia shall be signed on its behalf by either the President or Managing Director of Firestone Liberia.

(b) A delivery of a Communication to a Party shall be deemed to have occurred in any of the following circumstances:

(i) The Minister, in the case of the Government, or the President, Managing Director or other officer of Firestone Liberia, in the case of Firestone Liberia, has signed a return receipt of registered mail,

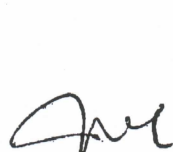



(ii) A telefax or electronic mail confirmation of receipt has been electronically issued to the sender indicating receipt of a Communication sent either by electronic mail or by telefax to an electronic mail address, in the case of electronic mail, or to a telefax number, in the case of a telefax, authorized hereby,

(iii) Verification of receipt of the Communication has been obtained in any manner specifically agreed to in writing by the Parties, or

(iv) A Party has directly or indirectly acknowledged receipt of the Communication in writing.

(c) Communications to Firestone Liberia shall be sent to:

The President and Managing Director

Firestone Liberia, Inc.
Harbel, Liberia

And

The General Counsel
BFS Diversified Products, LLC
250 West 96th Street
Indianapolis, IN 46260
United States of America

And

The Corporate Secretary
Bridgestone Americas Holding, Inc.
535 Marriott Drive
Nashville, TN 37214
United States of America

Communications to Government shall be sent to:

The Minister of Agriculture
Ministry of Agriculture
P.O. Box 10-9010
Monrovia, Republic of Liberia




And

The Minister of Finance
Ministry of Finance
P.O. Box 10-9013
Monrovia, Republic of Liberia

With a copy to:

The Minister of Justice
Ministry of Justice
Ashmun & Center Streets
Monrovia, Republic of Liberia

29.2 Change of Address and Designated Recipient – Any Party may, upon prior notice to the other Parties at any time, change the Person designated to receive Communications from the other Parties, the postal or electronic mail address and/or fax number of the office in Liberia or in the United States authorized to receive such Communications, or the postal or

electronic mail address or addresses and/or fax number or numbers of the offices to which copies of Communications from one Party to the others are to be delivered.

SECTION 30 **GOVERNING LAW**

30.1 Applicability of Liberian Law – Except as explicitly provided in this Agreement, Firestone Liberia shall be subject to Law as in effect from time to time, including with respect to labor, environmental, health and safety, customs and tax matters, and shall conduct itself in a manner consistent with Liberia's obligations under international treaties and agreements insofar as those have the effect of Law in Liberia.

30.2 Construction and Interpretation – This Agreement and the rights, obligations and duties of the Parties under this Agreement shall be construed and interpreted in accordance with Law and by such rules and principles of international law as may be applicable, particularly with regard to an investment by nationals of one country in another country. However, in the event of a conflict between this Agreement and any Law--except for the Constitution as in effect as of the First Amendment Effective Date--the rights, obligations and duties of a Party shall be deemed to be those set forth in this Agreement and each Party shall have such remedies as are provided for in this Agreement with respect thereto including the remedies set forth in Section 28.

SECTION 31 **PERIODIC REVIEW**

31.1 Profound Changes in Circumstances – For the purpose of considering Profound Changes in Circumstances from those existing on the Effective Date or on the date of the most recent review of this Agreement pursuant to this Section 31, Government on the one hand and Firestone Liberia on the other hand, shall at the request of the other consult together. The Parties shall meet to review the matter raised as soon after such request as is reasonably convenient for them both. In case Profound Changes in Circumstances are established to have occurred, the Parties shall effect such change in or clarification of this Agreement that they agree is necessary.

31.2 Other Consultation – In addition to the consultation provided by Section 31.1, each Party may at any time request a consultation with the other Party with respect to any matter affecting the rights and obligations of the Parties pursuant to this Agreement or any matter relating to Firestone Activities. The Parties shall meet to review the matter raised as soon after such request as is reasonably convenient for them both. Subsequent to such consultation, the Parties shall take such action, if any, that is mutually agreed to address the matter.

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SECTION 32 **AFFIRMATIONS**

32.1 **Binding Effect and Effective Date of Amendment** – This Agreement shall become law and be effective and binding on the Parties on the First Amendment Effective Date.

32.2 **Non-Derogation** – Government affirms that at no time shall the rights (and the full value and enjoyment thereof) granted by it under this Agreement be derogated from, unreasonably delayed or otherwise undermined by the action or inaction of Government, any Minister of the Republic, or any other Person whose actions or inactions are subject to the control of Government including any action that rescinds, or purports to rescind, the rights or benefits granted Firestone Liberia hereunder.

32.3 **Third Party Beneficiary** – No Person that is not a Party to this Agreement shall have any rights under it unless so provided by its terms.

32.4 **Necessary Acts** – Each Party shall execute such documents, grant such authorizations, licenses and approvals and do such other and further things as may be necessary to give full and complete effect to the provisions of this Agreement.

32.5 **Non-Discrimination** – Except as otherwise expressly provided or permitted herein, no Law, contractual arrangement or other action by Government shall discriminate against Firestone Liberia. Therefore, the Government shall not enter into any contractual arrangement or take any other action that, in application, enforcement or effect, renders Firestone Liberia as a practical matter uniquely or disproportionately liable to obligations under Law, contract or otherwise when compared to other Persons engaged in production of Rubber Products or similar activities relating to the production of Rubber Products in Liberia. Without limiting the generality of the foregoing but for the avoidance of doubt, the provisions of this section shall fully apply to the obligations generally assumed by Firestone Liberia with regard to Taxes and Duties in this Agreement including specifically the obligations set forth in Sections 14.4, 18, 19 and 20.

32.6 **Right to Import** – Firestone Liberia shall be entitled to import and use for Firestone Activities, and subsequently export, any and all machinery, equipment, vehicles, supplies, consumable items, fuels, chemicals, petroleum products and any other thing whatsoever reasonably required for Production and Firestone Activities in accordance with the terms of this Agreement. In addition, Firestone Liberia may import rubber stumps, farm goods, medication and drugs, rice and other foodstuffs for the use of or sale or distribution to its employees and, as required by Section 14.2. Firestone Liberia may sell, in Liberia, all imported items other than foodstuffs that are no longer needed for Production or Firestone Activities, and pursuant to Section 14.2 to other Persons. However, if such imported items were exempted in all or part from Taxes and Duties on import into Liberia, then Firestone Liberia, having imported such items into Liberia, shall pay those Taxes and Duties that would otherwise have been payable at Law on such items, provided further that in no case shall Firestone Liberia sell rice (other than to Liberian Rubber Farmers), gasoline, diesel or other fuels within Liberia provided however that

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where gasoline, diesel, or other fuels are not readily available, Firestone Liberia may provide Duty paid fuel to Liberian Rubber Farmers as approved by the Government. Such limitations shall not apply to fuel or rice imported by other Persons and purchased by Firestone Liberia in the ordinary course of business.

32.7 Protection against Nationalization or Expropriation – Government undertakes and affirms that it shall not nationalize or expropriate (or take any measure tantamount to nationalization or expropriation with respect to):

- (a) Any Infrastructure or other property, movable or immovable, of Firestone Liberia, and those of its employees, agents or representatives, to the extent connected with or affecting the activities of Firestone Liberia.
- (b) Rubber Products in any form resulting from the activities of Firestone Liberia.
- (c) Any equity, shares or ownership interests of whatever nature held in or owned or issued by Firestone Liberia.
- (d) Any structure or entity put in place by Firestone Liberia in connection with Production.
- (e) Any capital invested by Firestone Liberia in the Republic of Liberia.

Nothing in this Section 32.7 shall prohibit Government from taking title to non-movable tangible assets of Firestone Liberia upon termination of this Agreement as provided in Section 27.1. Any violation by Government of the terms of this Section shall entitle Firestone Liberia, in addition to any other remedy provided by Law, international law or otherwise by this Agreement, to prompt payment equivalent to the fair market value of the investment, asset or property nationalized or expropriated immediately before the nationalization or expropriation (or the measures tantamount to nationalization or expropriation) took place. Interest shall accrue at the rate provided for in Section 27.6 of this Agreement as and from the date of nationalization or expropriation (or of the measures equivalent to nationalization or expropriation).

32.8 Application of Section 204(e) of the Revenue Code of Liberia (2000) – Government hereby affirms that the investment that is the subject of this Agreement is a qualifying investment project for purposes of Section 204(e) of the Revenue Code of Liberia (2000) and that Firestone Liberia is a beneficiary thereof.

32.9 Remedies – Subject to the terms of Section 27.6 hereof, each of the Parties shall have the remedies permitted by Law for a breach of this Agreement by another Party, as well as the remedies specified in Section 27.9 hereof.

Handwritten signatures and initials:
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