

Steel structures, beams, reinforcement bars, pre-fabricated building structures, other construction steel – All Types

Rubber Wood Harvesting Machinery and Equipment – All Types

Rubber Wood Processing Plant Machinery and Equipment – All Types

Vehicles – All Types (including but not limited to 4-wheel drive vehicles, pickups, trucks, tractors, trailers, tankers, buses, articulated vehicles, motorcycles) except Sedans

Water and Sanitation Machinery and Equipment – All Types

List of Approved Goods and Materials to Meet Social Obligations

Medical Equipment, Appliances, Instruments, Furniture, Pharmaceuticals, Related Parts and Supplies, and all other materials, equipment, and supplies required to provide healthcare and to operate hospital and clinic facilities.

Vehicles (ambulances and vehicles used for mobile clinics and healthcare transport, and other vehicles used for hospital/clinic operations and administration).

Education Materials and Supplies, Furniture and Equipment, and all other materials, equipment, and supplies required to provide education services and to operate schools, libraries, and training facilities.

Vehicles (school buses and other vehicles used for school system operations and administration).

All building and construction materials and supplies used to build and maintain medical facilities, schools, housing, and related infrastructure (including but not limited to construction steel, roofing, lumber)

Water and Sanitation Machinery and Equipment and related spare parts (including but not limited to well drilling rigs, well pumps, pipes, honey wagons)

List of Approved Items Used for Production

Agricultural and Industrial Chemicals

Agricultural Tools, Hardware, Materials and Supplies – All Types (including but not limited to bud grafting tools and materials, tapping tools and implements, spout steel, galvanized wire for hanging cups, latex cups, buckets, sprayers, cutlasses, slashing irons, rain coats and boots) except as such products may be manufactured in Liberia and be of at least equal quality, cost and other commercial attributes when compared to the same products available from international vendors.

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Construction and Building Maintenance Tools, Hardware, Materials and Supplies – All Types (including but not limited to electrical materials and supplies, plumbing and sanitary materials and supplies, paint, nails, nuts and bolts, fencing materials)

Industrial Tools, Hardware, Materials and Supplies – All Types (including but not limited to hand tools, wheel barrows, safety gear and protective clothing, welding supplies, steel sheets, shafts, bars, rods, wires, pipes, valves, pipes and fittings, saws and blades, dies, electrodes, bearings)

Fertilizer – All Types required for rubber cultivation

Petroleum Products--Lubricating Oil and Grease, Asphalt, Bitumen

Laboratory Materials and Supplies

Non-Capital Materials & Supplies used for Production – All Types (including but not limited to power saws, pumps, motors, air conditioners, tanks, small compressors, fans, small scales, packaging materials and supplies, office supplies and equipment, batteries, uniforms)

Materials & Supplies used for Rubber Wood harvesting, processing, packaging, storage, and shipping)

Materials & Supplies & Spare Parts used for all types approved capital goods

Volume of Rice Subject to Reduced Tariff During the Rehabilitation Period

For the calendar year 2008, the reduced tariff on rice provided for in Section 20.2 shall apply to a volume of rice equal to the volume required to provide two one-hundred pound bags of rice per month to each full time Firestone employee (including full time contract employees) for such year (the "Base Volume").

For the calendar years 2009 through 2015, the volume of rice subject to the reduced tariff shall be equal to the following percentages of the Base Volume calculated for each year.

Calendar Year	Percentage of Base Volume
2009	87.5
2010	75.0
2011	62.5
2012	50.0
2013	37.5
2014	25.0
2015	12.5

The Base Volume for each year shall be the total derived by adding together the number of full time regular and contract employees of Firestone Liberia during each month of such year and

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multiplying the sum of that addition by two. No part time employee, whether regular or contract, nor any employee not retained for at least one month in the year shall be counted in computing the permitted volume of reduced duty imports. Estimates may be used when necessary provided that any estimated volume is reconciled within 30 days after the end of each calendar year to the actual volumes permitted by this provision for such year and the volumes for the current calendar year are so adjusted or in the case of the last year of the Rehabilitation Period the full tariff is paid on any volume in excess of the amount permitted by this provision. All employment numbers including any reconciliation shall be reported by Firestone Liberia to the Minister of Finance monthly. Such numbers and the volume of reduced duty imports shall be subject to audit by the Ministry of Finance.

Volume of Gasoline and Diesel Oil Subject to Reduced Tariff During the Rehabilitation Period

During the Rehabilitation Period the reduced tariff on fuel shall be applicable to those amounts of gasoline and diesel used directly in connection with Production. Actual volumes of such use shall be reported monthly to the Ministry of Finance or at such other interval as may be agreed between the Ministry of Finance and Firestone Liberia. Such numbers and the volume of reduced duty imports shall be subject to audit by the Ministry of Finance.

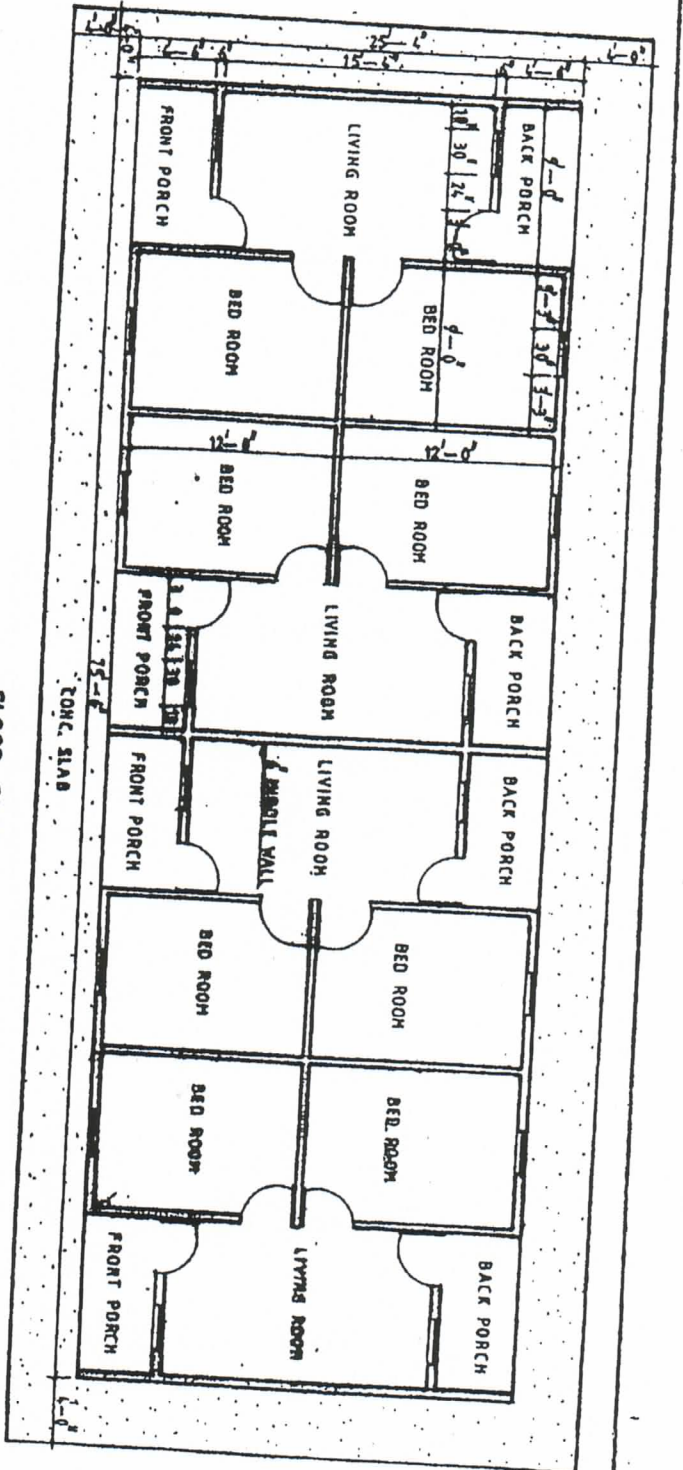
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APPENDIX IV **HOUSING STANDARDS**

SUMMARY OF NEW HOUSING DIMENSIONS

	Labor Units (Quadruplex)	Proposed H/M Units (Duplex)	OS Units (Single)
Bedrooms			
Number	2	2	2
Dimensions (ft)	12 x 9	12 x 10	12 x 13'10"
Area (sq ft)	108	120	166
Total Area (sq ft)	216	240	332
Living Room			
Dimensions (ft)	15'4" x 9	18 x 12	20'6" x 11
Area (sq ft)	138	216	226
Kitchen			
Location	External	Internal	Internal
Dimensions (ft)	(Separate Bldg)	12'8" x 6'10"	13'10" x 6
Area (sq ft)		87	83
Bath/Toilet			
Location	External	Internal	Internal
Dimensions (ft)	(Separate Bldg)	8 x 7'6"	8' x 7'6"
Area (sq ft)		60	60
Porches			
Number	2	1	1
Dimensions (ft)	4'6" x 9	12 x 5'10"	11 x 6
Area (sq ft)	41	70	66
Total Area (sq ft)	82	70	66
Covered Veranda			
Dimensions (ft)	None	16'4" x 4	17'2" x 4'8"
Area (sq ft)		65	80
Total Covered Area			
Area (sq ft)	435	672	766

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FLOOR PLAN

FIRESTONE LIBERIA	
PROJECT TITLE/LEADER UNIT FLOOR PLAN	
LOCATION	FIRESTONE
DRAWN BY	MR. L. K. GAYOR
CHECKED BY	
REVIEWED BY	
APPROVED BY	
DATE	11/23/00
DRAWING #	0604

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APPENDIX V

FIRESTONE ACTIVITY REPORT

Ministry of Agriculture (MOA) and
Ministry of Finance (MOF)

Type of Report	Submit to	Frequency
Operational		
1. Production (crop production; purchased rubber volume; factory output by grade)	MOA, MOF	Monthly*
2. Replanting Program (existing no. of acres planted; update as to how many acres replanted; capital budget for replanting)	MOA, MOF	Annually***
3. New land brought under production	MOA, MOF	Annually***
4. Volume of rubber wood production and exports by grade and price	MOA, MOF	Monthly*
5. No. of stumps distributed to small holders	MOA, MOF	Annually**
6. Employment information, including payroll, headcount of employees by category and number of contract employees	MOA, MOF	Annually**
7. Training development program (status report on implementation, e.g. number of scholarships)	MOA, MOF	Annually**
Financial		
1. Turnover Tax Return Form	MOF	Monthly
2. Monthly Withholdings Tax Form	MOF	Monthly
3. Annual Rubber Concession Statistical Questionnaire	MOA, MOF	Annually**
4. Rubber Concession Quarterly Return	MOA, MOF	Quarterly
5. Export prices by grade; export volume by grade	MOF	Monthly
6. Derivation of purchase and export prices for latex and coagulum	MOF	Monthly
7. Amount of taxes withheld under Liberian law from Liberian rubber farmers	MOF	Monthly
8. Number of Liberian rubber farmers and other rubber farmers from whom rubber was purchased	MOA, MOF	Monthly

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9. Liberian services and goods purchased	MOF	Annually**
10. Unaudited financial statements	MOF	Quarterly
11. Audited financial statements	MOF	Annually
12. Payments to affiliates, dividends, interest, services, other	MOF	Annually
Social Services		
1. School enrollment by level	MOA, MOF	Annually***
2. Housing: No. of existing houses by category, including no. and cost of houses built in accordance with housing development plan since last report	MOA, MOF	Annually***
3. No. of existing wells and latrines, including no. and cost of wells and latrines built since last report	MOA, MOF	Annually***
4. Health (no. of hospital beds; no. of clinics; no. of patients; expenditures)	MOA, MOF	Annually***
5. PPD report (including no. and description of arrests and incidents)	MOA	Quarterly
6. Environmental conditions of workshops and plant (settling pond health)	MOA	Annually
7. Environmental incidents	MOA	Immediately upon occurrence
8. Compliance with collective bargaining agreements	MOA	Annually
9. Occupational safety (accident reports)	MOA	Quarterly

Notes: * Combine as one Statistical Monthly Report
 ** Combine or part of Annual Statistical Report
 *** Combine as one Annual Report

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APPENDIX VI

UNSTABILIZED TAXES AND DUTIES¹

Tax or Duty	Rate As of July 1, 2007
Customs User Fees	1.5 percent
Goods and Services Tax	7 percent
Duties Imposed on Imports and Exports	As provided in Tariff Schedules First, Second, and Third of the Revenue Code of Liberia (2000)
Excise Tax	Only as provided in Sections 1100, 1120, 1121, 1122, 1140, 1141 of the Revenue Code of Liberia (2000)

¹ Note that no Regulatory Fees are shown since all Regulatory Fees applicable as of July 1, 2007 are nominal in amount and based on cost. Such Regulatory Fees do not enter into the computation of adjustment pursuant to Section 20.15.

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Paul S. Williams

APPENDIX VII
SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT IS MADE ON THE 22nd DAY OF FEBRUARY, 2008.

BETWEEN

- (1) BFS Diversified Products, LLC, a Delaware limited liability company (hereinafter referred to as "BFDP"); and
- (2) The Republic of Liberia, through its Government, represented by the Minister of Agriculture and the Minister of Finance (hereinafter referred to as "Government").

BFDP and Government are sometimes jointly referred to as the "Parties", and each is sometimes referred to as a "Party".

WHEREAS:

- (A) Government and Firestone Liberia, Inc. ("Firestone Liberia") are parties to a certain Amended and Restated Concession Agreement dated as of February __, 2008 (the "Amended Agreement").
- (B) Firestone Liberia is a wholly-owned second-tier subsidiary of BFDP;
- (C) Firestone Natural Rubber Company, LLC, a limited liability company incorporated under the laws of Delaware and a wholly owned subsidiary of BFDP, together with Firestone Liberia and Government is a party to the 2005 Concession Agreement as defined in the Amended Agreement.
- (D) Firestone Natural Rubber Company, LLC, pursuant to Section 2 of the Amended Agreement shall cease to be a party to the 2005 Concession Agreement on the First Amendment Effective Date as defined in the Amended Agreement, and shall not become a party to the Amended Agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- (1) BFDP hereby represents to Government that this Supplemental Agreement has been duly authorized and constitutes the legal, valid and binding obligation of BFDP, enforceable against it in accordance with its terms.

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- (2) In consideration of Government entering into the Amended Agreement with Firestone Liberia, BFDP represents to Government that the fixed assets, including rubber trees, of Firestone Liberia, are not pledged, mortgaged, hypothecated or being used for collateral as of the date of this Supplemental Agreement.
- (3) In consideration of Government entering into the Amended Agreement with Firestone Liberia, BFDP irrevocably and unconditionally covenants to Government as follows:
- (i) BFDP will cause Firestone Liberia not to pledge, mortgage, hypothecate or use for collateral during the Rehabilitation Term and the Regular Term, as such terms are defined in the Amended Agreement, any of the fixed assets, including rubber trees, of Firestone Liberia;
 - (ii) BFDP will cause Firestone Liberia to remain a wholly-owned subsidiary of BFDP or of another entity which is wholly owned by BFS Diversified Products, LLC or which wholly owns BFS Diversified Products, LLC during the Rehabilitation Term and the Regular Term, as such terms are defined in the Amended Agreement, unless written consent by the Government is granted pursuant to Section 23 of the Amended Agreement.
 - (iii) BFDP will not create, assume or otherwise permit to exist any pledge, lien or encumbrance of any of the shares of Firestone Liberia during the Rehabilitation Term and the Regular Term, as such terms are defined in the Amended Agreement.

The covenants specifically referred to above shall be hereinafter referred to, collectively, as the "BFDP Obligations" and each, individually, as a "BFDP Obligation".

- (4) This Supplemental Agreement and the BFDP Obligations hereunder shall not be affected, impaired, modified or released by reason of (a) the making by Firestone Liberia of any assignment for the benefit of creditors or the bankruptcy or insolvency of Firestone Liberia, (b) any action taken by Firestone Liberia in any bankruptcy or insolvency proceeding, (c) any default by Firestone Liberia under the Amended Agreement, (d) any change in or termination of BFDP's relationship with Firestone Liberia, that occurs in contravention of this Supplemental Agreement or the Amended Agreement, or (e) the assignment by Firestone Liberia of all or any portion of its interest under the Amended Agreement; it being agreed that in the event of any of the foregoing, the liability of BFDP hereunder shall continue hereunder as if the relevant event had not occurred.
- (5) No failure or delay of Government to exercise any of its rights hereunder according to the terms and conditions herein shall operate as a waiver thereof, and no partial or single exercise thereof, and no action or non-action by Government shall preclude any other or further exercise thereof or shall affect or impair any of the terms of this Supplemental Agreement.
- (6) This Supplemental Agreement shall be effective as of the date hereof and shall expire at the end of the term of the Amended Agreement as set forth in Section 3 and Section 25 thereof.

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- (7) All notices or other communications in connection with this Supplemental Agreement shall be served:

(a) Upon the Government, 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

(b) Upon BFDP, to: BFS Diversified Products, LLC
Attn: General Counsel
250 West 96th Street
Indianapolis, IN 46260

With copies sent to: Firestone Liberia, Inc.
Attn: The President and Managing Director
Harbel
Republic of Liberia

Any Party may, upon prior notice to the other Party at any time, change the Person (as such term is defined in the Amended Agreement) designated to receive Communications (as such term is defined in the Amended Agreement) from the other Party, 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.

- (8) This Supplemental Agreement shall be governed by and construed, interpreted and enforced according to the laws of the State of New York, United States of America.
- (9) Any proceeding to enforce this Agreement shall be brought by Government in the U.S. District Court for the Southern District of New York, Manhattan Division. BFDP and the Government of Liberia hereby irrevocably waive any present or future objection to such venue, and irrevocably consent and submit unconditionally to the exclusive jurisdiction of such court. The Parties waive their right to a trial by jury. The Parties agree that final judgment against either of them in any such action or proceeding arising out of or relating to

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One signature appears to be "Jury" and another set of initials "JG/17" followed by "and".

this Agreement, shall be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its obligation.

- (10) In no event may BFDP assign or delegate any of its rights or obligations hereunder without the prior written consent of Government.

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IN WITNESS WHEREOF the Parties have signed and Firestone Liberia has acknowledged this Supplemental Agreement on the day and year first above written.

BFS DIVERSIFIED PRODUCTS, LLC

By: [Signature]

Name: Daniel S. Adomide

Title: Vice President

THE GOVERNMENT OF THE REPUBLIC OF LIBERIA

By: [Signature]

Name: J. CHRIS TOE

Title: Minister of Agriculture

By: [Signature]

Name: ANTOINETTE M. SAYEH

Title: Minister of Finance

ACKNOWLEDGED

FIRESTONE LIBERIA, INC.

By: [Signature]

Name: Charles E. Stuart

Title: President

Rubber Development Fund
Proposed Fee Structure

The Government and Firestone Liberia agree that the following fee structure shall be submitted to the Liberian National Legislature as part of the proposed legislation to amend the Rubber Development Fund (as described in Section 14.4 of the Amended and Restated Concession Agreement) and shall be supported by both parties before the Legislature.

Prior Month Average SICOM TSR20 Price

RD Fee

Below 60 US cents/DRC Lb.	\$0.0050 per DRC Lb.
60 US cents but lower than 80 US cents/DRC Lb.	\$0.0075 per DRC Lb.
80 US Cents but lower than 100 US cents/ DRC Lb.	\$0.0100 per DRC Lb.
100 US Cents but lower than 120 US cents/ DRC Lb.	\$0.0125 per DRC Lb.
120 US cents but lower than 140 US cents/ DRC Lb.	\$0.0150 per DRC Lb.
140 US cents and above/DRC Lb.	\$0.0175 per DRC Lb.

For the Government of Liberia:

By: Julia
Title: Minister of Agriculture
Date: Feb 22, 2008

For Firestone Liberia, Inc.

By: [Signature]
Title: President
Date: Feb. 22, 2008

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[Signature]

Internally-Displaced Persons

It is generally believed that a substantial number of refugees, squatters, trespassers and other individuals (collectively referred to as "Internally Displaced Persons") are living within the Firestone Production Area without legal authorization, and have been doing so for years, since the advent of the Liberian civil crisis. Some Internally Displaced Persons have engaged in acts of violence, illicit rubber theft or trafficking, or diversion of time, money, and attention, the net effect of which is to increase the cost of rehabilitating Firestone's operations and to undermine the maintenance of peace and order in the Production Area.

In coordination with Firestone and relevant international agencies, the Government of Liberia therefore agrees to lead the development and implementation within one year of an effective, humane, and timely program for relocating and resettling Internally Displaced Persons currently living within the Production Area. The Government shall commence efforts related to such relocation and resettlement program promptly, and shall ensure that its efforts are adequately staffed and financed so as to be effective. All parties shall use their best efforts to ensure that the relocated individuals are treated with fundamental human dignity and respect.

For the Government of Liberia:

By: [Signature]

Title: Minister of Agriculture

Date: Feb. 22, 2008

For Firestone Liberia, Inc.

By: [Signature]

Title: President

Date: Feb. 22, 2008

Security of Persons and Property

The Government of the Republic of Liberia remains committed to taking all necessary and appropriate steps to assure security in the rubber industry including the protection of the security of all individuals working or otherwise engaged in the industry. To this end the Government has worked together with the Liberian rubber sector to develop a comprehensive plan (the "Rubber Sector Security Plan") to deter illegal activities in the rubber industry. The Rubber Sector Security Plan is attached to this letter. It is intended to provide security and civil order in the industry including within and outside the Production Area of Firestone to help ensure the safety of Firestone's employees, their dependents, and other people in the vicinity connected directly or indirectly to Firestone or the Firestone Plantation, and Firestone's property.

The Government of Liberia shall fulfill its obligations as the sovereign power in Liberia to address security risks and issues in accordance with the Rubber Sector Security Plan as such may be modified from time to time to take account of changing circumstances by promptly assigning specific responsibilities to its law enforcement and, as may be warranted and appropriate, military authorities and UNMIL to quickly resolve identified security problems. Such risks and issues include, but are not limited to (i) political and civil disorder, (ii) recurrence of the civil instability and disorder of the general type which occurred from 1990-2003, (iii) the presence of unauthorized armed persons, (iv) theft of rubber, (v) individual criminal offenses, (vi) labor unrest, or (vii) potential terrorist activity. The Government pledges to prosecute vigorously any person who commits crimes violating the personal security and other human rights of persons engaged in the rubber industry including Firestone's employees and their dependents.

For its part, Firestone Liberia pledges that it and its Plantation Protection Department will fully cooperate with the Government to implement the security plan and to ensure that security is maintained within the Plantation. The parties to this letter recognize, however, that the Plantation Protection Department cannot on its own ensure security in the face of current major security issues, such as the continuing presence of armed persons within the Production Area and the need to relocate and resettle thousands of internally-displaced persons currently living within the Production Area. This Side Letter shall not affect the Government's obligations under Section 4.7 of the Concession Agreement.

For the Government of Liberia:

By: [Signature]
Title: Minister of Agriculture
Date: Feb. 22, 2008

For Firestone Liberia, Inc.

By: [Signature]
Title: President
Date: Feb. 22, 2008

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