

ORIGINAL CONCESSION AGREEMENT (2005)	AMENDED CONCESSION AGREEMENT (2008)
	<ul style="list-style-type: none"> ▪ Firestone and the Government will prepare a map, that will be binding upon the parties and confirm the total concession area is 118,990 acres and no more.
Communication Systems and Utilities and Construction and Use of Support Systems	
<ul style="list-style-type: none"> ▪ Government agrees to make available, free of charge, for use by Firestone Liberia or its Affiliates an adequate number of broadcast and communication frequencies ▪ Firestone and its Affiliates may use airports, harbor, port or similar facility owned or operated by the Government on best terms applicable to any other person using the same facility 	<ul style="list-style-type: none"> ▪ Government agrees to make available, at generally prevailing rates, for use by Firestone Liberia or its Affiliates an adequate number of broadcast and communication frequencies ▪ Firestone and its Affiliates may use airports, harbor, port or similar facility owned or operated by the Government on terms generally applicable to similarly situated person using the same facility
Conduct of Operations	
<ul style="list-style-type: none"> ▪ Export sales price on transactions with Affiliates based on contract negotiated between Firestone Liberia and its Affiliate, subject to a 90 day Government review period ▪ Commitment to replant at least 5000 acres per year from 2009 to 2015 ▪ Purchase price of rubber from Liberian rubber farmers derived by taking the average of prices received by Firestone 	<ul style="list-style-type: none"> ▪ Export sales prices for any transaction between Firestone Liberia and an Affiliate shall be determined by reference to available international reference prices or indices ▪ For dry rubber, the export sales price shall be based on the daily closing price on the Singapore Commodity Exchange ("SICOM") of TSR20 ▪ For latex concentrate, the export sales price shall be based on the daily noon day price on the Malaysian Rubber Board ("MRB") for latex in bulk concentrate ▪ Commitment to replant at least 50,000 acres from 2005 to 2017 ▪ After January 2018, commitment to maintain 65,000 planted acres of rubber during the Term ▪ Purchase price to Liberian Rubber Farmer based on international index (SICOM for dry rubber or MRB for

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<p>Liberia for the same type of rubber less the cost of conversion, processing, transportation, taxes and duties, administrative and production overhead and reasonable profit</p>	<p>latex) export sales price less cost of sale incurred by Firestone Liberia and a reasonable mark-up</p> <ul style="list-style-type: none"> ▪ Allocations used in computing deductible costs and Firestone Liberia's markup subject to Government review
Public Health and Safety	
<ul style="list-style-type: none"> ▪ Firestone permitted to establish Plant Protection Department to maintain order and security on the concession subject to Law with the power to apprehend and detain persons to be turned over to the appropriate Government authority as provided by Law ▪ No security plan ▪ Commitment to provide access to clean and safe drinking water to all residential communities within the production area prior to the end of 2015 ▪ Commitment to complete program to reconstruct, rehabilitate and renovate damaged employee housing in the Production Area by 2015 	<ul style="list-style-type: none"> ▪ Firestone Liberia permitted to establish Plant Protection Department to maintain order and security on the concession subject to Law and international human right principles with the power to apprehend and detain persons provided such persons are turned over to the Liberian National Police no later than 24 hours from the time of detention ▪ Security plan to be agreed upon and implemented by Firestone Liberia and the Government ▪ Commitment that all wells provide potable water that meet or exceed standards established by Law and, in residential communities served by wells, a commitment to provide at least one well per every 30 houses ▪ Commitment that each household in the Production Area will by Dec. 31, 2011 have a bathroom or safe and sanitary latrine ▪ Commitment to construct 2,300 new houses meeting Firestone Liberia's improved housing standard by Dec. 31, 2010 ▪ Commitment to provide one house for each Firestone Liberia employee entitled to housing by 2015

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	<ul style="list-style-type: none"> ▪ Commitment to renovate all damaged and older housing intended for habitation to conform to basic features of Firestone's improved housing standard by Dec. 31, 2017
Education	
<ul style="list-style-type: none"> ▪ Firestone to provide education through at least grade nine ▪ Education to be provided only to child registered with Firestone as a minor child ▪ Firestone to assume responsibility for, operate and maintain Harbel Multilateral subject to approval of Government ▪ Commitment to undertake a study in coordination with the Government on the need for an additional high school in the Production Area 	<ul style="list-style-type: none"> ▪ In addition to completing construction on its own schools through the high school level, Firestone Liberia shall provide financial assistance to the Harbel Multilateral High School of a \$165,000 over a three year period from 2008 to 2011 ▪ Commitment to contribute \$35,000 annually through 2015 to a Government administered and operated adult education program in the Production Area, with priority for Dependent spouses ▪ Firestone to provide junior high and high school education to Dependent child where Dependent's person registered as such with Firestone and who is the spouse or minor child of an employee as is being done at effective date
Employment, Training and Use of Liberian Products and Services	
<ul style="list-style-type: none"> ▪ Unskilled positions not limited to Liberian citizens ▪ Firestone to provide preference for employment to qualified Liberian citizens at all skilled job levels within the company when such positions become available ▪ Firestone to provide training for Liberians as required by its operations and to qualify them for employment positions with the company 	<ul style="list-style-type: none"> ▪ Liberian citizens to be hired for all unskilled positions ▪ Firestone to provide preference for employment to qualified Liberian citizens at all skilled and management job levels within the company with at least 30% of ten most senior management positions to be held by Liberian citizens within 5 years, and at least 50% of such positions within 10 years of the Effective Date ▪ Firestone Liberia to provide on-the-job and vocational training for Liberian citizens as required by its operations and to qualify them for employment positions with the company utilizing

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<ul style="list-style-type: none"> ▪ When purchasing goods and services required for Production, Firestone will give preference to Liberian goods and services 	<ul style="list-style-type: none"> ▪ Additionally, Firestone Liberia to provide \$115,000 through 2015, and thereafter \$150,000 annually in scholarships for Liberian citizens, with a quarter of such amount to be reserved for Margibi County students ▪ Firestone Liberia to provide \$50,000 annually to the University of Liberia's College of Agriculture ▪ When purchasing goods and services related to all of its activities, Firestone Liberia will give preference to goods produced in Liberia by Liberia citizens and services provided by Liberian citizens who are resident in Liberia and will require its Affiliates and major sub-contractors to also give preference to such goods and services
Manufacturing	
<ul style="list-style-type: none"> ▪ No commitment to building a rubber wood facility 	<ul style="list-style-type: none"> ▪ Commitment to invest \$10 million in a rubber wood facility to produce sawn timber, kiln dried lumber and veneer with an expected start date for the main plant mid 2008. 500 persons expected to be employed initially and potentially increasing to 1,000
Community Resources and Support for Liberian Farmers	
<ul style="list-style-type: none"> ▪ During the Rehabilitation Term, Firestone to provide "up to" 600,000 rubber stumps per year to qualified Liberian rubber farmers free of charge 	<ul style="list-style-type: none"> ▪ During the Rehabilitation Term, Firestone Liberia to provide 700,000 rubber stumps per year of the same quality it uses for its own replanting to qualified Liberian rubber farmers free of charge ▪ Firestone Liberia to sell at its own cost farm supplies to qualified Liberian rubber farmers ▪ Firestone Liberia to contribute \$50,000 to independent study to be commissioned by the Ministry of Agriculture on ways to

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	<p>support and enhance the rehabilitation of the natural rubber industry in Liberia and to assist small holder</p> <ul style="list-style-type: none"> ▪ Firestone Liberia will support the Government's efforts to amend the law governing the Rubber Development Fund to be independently and transparently managed for the solely to support the rehabilitation and development of the rubber sector in Liberia through a national extension program and services for Liberian rubber farmers. The Fund, under the amended law, will be financed on fees imposed on the export of rubber and Government appropriations ▪ Prior to the activation of the Rubber Development Fund, Firestone Liberia shall assist the Ministry of Agriculture extension service in providing training for Persons engaged in extension services, among such trainees may be Central Agricultural Research Institute researchers
Environmental Measures	
<ul style="list-style-type: none"> ▪ No specific reference to Liberian environmental legislation regulating the concessionaire's obligations 	<ul style="list-style-type: none"> ▪ Firestone Liberia environmental obligations prescribed by Liberian law, including the Environmental Protection Management Law. ▪ Firestone Liberia shall report annually the status of its Environmental Management Plan as required under the Environmental Protection Management Law
Adequate Capital	
<ul style="list-style-type: none"> ▪ Firestone to ensure that Firestone Liberia maintain a reasonable and prudent capital structure of a ratio of loans to the greater of equity capital or shareholder equity of 4:1 	<ul style="list-style-type: none"> ▪ Firestone Liberia to maintain a ratio of indebtedness to equity capital no greater than 2:1. The ratio is to be determined annual from the most recent audited financial statement

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Income Taxation	
<ul style="list-style-type: none"> ▪ Firestone to be taxed on its net taxable income at an income tax rate not to exceed 25% provided concessionaire not in breach of certain obligations ▪ Firestone's net taxable income to be computed in accordance with the terms of the 2005 Agreement 	<ul style="list-style-type: none"> ▪ Firestone Liberia to be taxed on its net taxable income pursuant to Liberian law, at a rate not to exceed 30%. ▪ The 30% income tax rate to be retroactively applied to Firestone Liberia's 2007 net taxable income provided the Amended Agreement is ratified by the National Legislature and signed into law by the President on or before March 30, 2008 ▪ Firestone Liberia's net taxable income to be computed in accordance with Liberian law ▪ After Rehabilitation Term, computation of net taxable income shall be in accordance with law provided that Firestone Liberia's income tax liability shall be limited to 110 percent of the amount which would be payable if Firestone Liberia's income tax liability were computed in accordance with Law as in effect on July 1, 2007 utilizing a 30 percent tax rate. Any claim of adjustment shall be subject to Government audit.
Surface Rental	
<ul style="list-style-type: none"> ▪ Annual rental fee for government land in the concession of 50 cents per acre. ▪ Adjustment of the rental rate allowed once every 10 years. 	<ul style="list-style-type: none"> ▪ Annual rental fee for government land in concession area of \$2.00 per acre for a total of \$237,980 ▪ Rental rate to be adjusted for inflation once every 5 years using U.S. Implicit Price Deflator
Other Payments to the Government	
<ul style="list-style-type: none"> ▪ Turnover Tax: Firestone to pay quarterly a 1% turnover tax on its gross income (as defined by the Agreement) 	<ul style="list-style-type: none"> ▪ Turnover Tax: Pursuant to law, Firestone Liberia to pay quarterly a 2% turnover tax on its gross income (as define by law) provided that in years where Firestone Liberia has negative or no income tax liability, the rate shall be 1%. Sums paid as turnover tax are treated as a pre-payment of income tax as provided by law.

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<ul style="list-style-type: none"> ▪ Import Duties: Firestone during the term of the Agreement not subject to payment of import duties on all goods used in its operations ▪ ECOWAS Trade Levy: Firestone not subject to payment of ECOWAS trade levy ▪ Withholding Tax on Interest: Firestone not subject to payment and withholding of tax on interest paid to non-residents ▪ Withholding Tax on Dividend: Firestone not subject to payment and withholding of tax on dividends paid to shareholders during the Rehabilitation Term ▪ Withholding Tax on Certain Other Payments: Firestone not subject to payment and withholding tax on certain other payments required under the tax code ▪ Goods and Services Tax: Firestone not subject to payment of the Goods and Services Tax required by law 	<ul style="list-style-type: none"> ▪ Import Duties: Firestone Liberia to pay import duties established by law on fuel, rice and other goods, provided that during the Rehabilitation Term duty on fuel shall not exceed 50% of duty at law, duty on rice shall be limited to \$1.10 per 100 lbs bag of rice, and there will be no duty on goods listed in the agreement and used directly in Production. The reduced duty on rice applies to only a limited volume which is phased out over the Rehabilitation Term. ▪ ECOWAS Trade Levy: Pursuant to law, Firestone Liberia to pay ECOWAS trade levy of 1% on goods imported from non-ECOWAS states ▪ Withholding Tax on Interest: Pursuant to law, Firestone Liberia to withhold and pay from interest paid to non-resident persons the amount required by law but not to exceed 10% of such payments ▪ Withholding Tax on Dividends: Pursuant to law, Firestone Liberia to withhold and pay from dividends paid to its shareholders the amount required by law but not to exceed 10% of such payments ▪ Withholding Tax on Certain Other Payments: Pursuant to law, Firestone Liberia to withhold and pay from certain payments required under the tax code the amount required by law but not to exceed 8% during the Rehabilitation Term or 10% during the Regular Term ▪ Goods and Services Tax: Pursuant to law, Firestone Liberia to pay goods and services tax provided that the tax rate shall not exceed 3.5% during the Rehabilitation term and no goods and services tax shall be payable on capital goods used in Production or used to meet

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<ul style="list-style-type: none"> ▪ Real Property Tax: Firestone not subject to payment of real property taxes ▪ Inspection Fees: Firestone not subject to payment of any inspection fees to the Government or third parties on any imports or exports ▪ Stabilization: 	<p>Firestone Liberia's social obligations in the agreement</p> <ul style="list-style-type: none"> ▪ Real Property Tax: Firestone shall pay real property tax during the Regular Term of \$170,000, adjusted every 5 years for inflation ▪ Inspection Fees: Firestone subject to inspection on all imports and exports and shall pay fees to an inspection entity approved by Government at rates to be negotiated between Firestone Liberia and such entity ▪ Stabilization and Adjustment of Liability: After the Rehabilitation Term, if any new tax or change in tax not otherwise stabilized that was not in effect on July 1, 2007 and results in Firestone Liberia paying more than 110% of the total amount of taxes that would have been payable if only the taxes in effect as of July 1, 2007 were paid, then Firestone Liberia may at its election receive the excess amount over the 110% limit as a credit against taxes or as a refund from the Government. Any claim of credit or refund shall be subject to audit
Governing Law	
	<ul style="list-style-type: none"> ▪ Unless explicitly provided in the Agreement (i.e., with respect to certain fiscal provisions regarding rates and stabilization), Liberian law applicable to Firestone Liberia and its affiliates, shareholders, contractors and financiers, including directors, officers, agents and employees of the foregoing