

EXHIBIT A

Date: AUG. 31, 1998

LONG TERM AGREEMENT

Concluded Between

1. Foreign Tire Sales, Inc. (hereinafter "FTS")
2204 Morris Ave. Suite L-5
Union, New Jersey, 07083, U.S.A.
2. Rakla Tires Inc. (hereinafter "RTI")
3948 Rolling Valley Drive
Mississauga, Ontario
L5L 5V9 Canada
3. Hangzhou Zhongce Rubber Co., Ltd.
(hereinafter "Factory")
1 Haichao Road
Hangzhou, China

Whereas FTS and RTI are engaged in the distribution of 235/85R16 t/s. tires (hereinafter "LTRs") and whereas the Factory is engaged in the exportation and manufacture of radial Light truck tires, it is agreed that the Factory appoint FTS as its exclusive sales agent for this size in the United States, its Territories and Possessions, and Venezuela and RTI as its exclusive sales agent for this size in Canada, its Territories and Possessions, including Quebec, subject to the following limitations:

1. The factory appoints Foreign Tire Sales, Inc. and RTI as the exclusive sales agents for LTRs. Furthermore, the Factory agrees not to offer or to sell directly or indirectly tires to any individual or entity other than FTS or RTI. All inquiries for tires shall be sent to FTS for follow-up and implementation. It is further agreed that tires produced with brand names other than The Factory's own brand name are covered under this agreement. FTS and RTI shall have the right to place orders with the Factory from time to time and the Factory shall use its best efforts to fill orders on a timely basis. It is specifically understood that time is of the essence and orders must be filled within sixty (60) days of placement.
2. All purchases are to be made by documentary irrevocable letter of credit at sight.
3. FTS and RTI agree to order from the Factory, as a minimum the amount of tires listed in Schedule A. The amounts listed in Schedule A may be exceeded by FTS and RTI. The Factory agrees to make available to FTS and RTI the production of tires amounting to the quantity listed in Schedule A. The price of the LTRs will be \$35.00 for the 10 P.R. tire, FOB Shanghai. Prices are valid for a minimum of one (1) year from the date of first shipment of a Purchase Order. After one year, in the event that the price of raw materials increases (decreases) by more than 5% from the previous year, the price per tire shall increase (decrease) at a rate of 1.5% for every 10% rise (fall) in raw material costs beyond the initial 5%. FTS and RTI will purchase LTR blemish Tires at 15% discount to the current price.

4. The weight of the tires produced shall be within the range of -4% to +6% of the weight of the sample tire submitted.
5. The Factory agrees to reimburse FTS and RTI the prorated purchase price of all goods which are defective. The purchase price shall include the cost of the merchandise including the ocean freight. It shall be mutually agreed upon by the Factory and FTS or RTI which particular tires are defective. In the event that a disagreement arises, the decision of a U.S. technical consultant concerning whether a tire is defective shall be binding.
6. FTS agrees to provide appropriate technical expertise to the Factory to enable the Factory to make LTRs suitable for the Territory. FTS shall pay the salary and travel costs of technical advisor. The Factory shall pay local expenses only.
7. The term of this agreements shall be for ten(10) years and can be extended for subsequent five year periods with the consent of both parties.
8. In the event of nonfulfillment or delayed performance of all or any part of this Agreement, due directly or indirectly to any type of Force Majeure, government order, rule or restriction, fire, flood, war, strike (including that against FTS), or labor dispute, or any other casualty or contingency beyond the control of Foreign Tire Sales, Inc. and RTI or otherwise unavailable, no party shall be held responsible for such nonfulfillment or delayed performance. The parties will try to resolve problems amicably in the event of a dispute in connection with this Agreement. In case parties cannot agree, the dispute will be put for Arbitration with the China International Economic and Trade Arbitration Commission, whose decision shall be final and binding.
9. FTS shall be responsible for the testing of sample tires. Until the sample tires have passed the laboratory tests, FTS shall not be obligated to purchase any tires. If requested, Hangzhou shall send by courier up to six(6) samples at no charge for this purpose. In the event the samples do not pass, the Factory shall send further samples for testing purposes at no charge and by air courier. FTS shall pay for the air freight charges.
10. For all purchases by FTS, FTS agrees to pay to RTI 1.15% of the FOB price of said purchases during the term of this contract. FTS shall also pay the Factory's commission of 1.15% to RTI on behalf of the Factory, not included in the price of the tires to FTS.



11. In witness thereof the respective parties have caused This Agreement to be executed in triplicate, each of which shall be considered as original having the same value and will be distributed as follows:

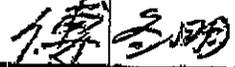
1. The Factory
2. RTI
3. FTS

ACCEPTED AND AGREED UPON:

FOREIGN TIRE SALES, INC.



HANGZHOU ZHONGCE RUBBER CO.,LTD.

 21 R 98

RAKLA TIRES INC.



SCHEDULE "A"

YEAR NO. NUMBER OF 40' CONTAINERS

1	50
2	100
3	200
4-10	200



杭州中策橡膠有限公司

HANGZHOU ZHONGCE RUBBER CO., LTD.

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Add: 1 HAI CHAO ROAD HANGZHOU CHINA
電話 City: 2351
電話 Tel: (871) 8083352, 6804503, 8053939 (總機)
傳真 Fax: (8571) 6053191
郵編 Post code: 310008
E-mail: zhongce@public.hz.zj.cn
Internet Web: WWW.CHADYANG.COM,
WWW.CHINESETYRE.COM

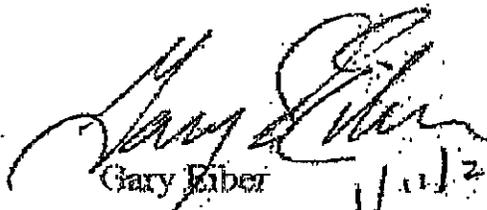
Technical Agreement Between

Foreign Tire Sales, Inc. And Hangzhou ZhongCe Rubber Co., Ltd.

Foreign Tire Sales, Inc. requires its tires be put into production with proper tightness by means of colored [not black] gum strip at turn-up area in green and cured tires to check pull-back. Also FTS requires the factory to check the green angle and resulting cured angle in the cured tire for all the tires to be go into production. Additionally, inflated tread radius is required before production release for all tires.

Foreign Tire Sales, Inc.

Hangzhou ZhongCe Rubber Co., Ltd.



Gary Eiber
11/11/2009



2009-11-11

V.P. Tire Technology

EXHIBIT B

Date 7-6-01

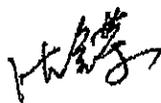
LONG TERM AGREEMENT for Sizes LT245/75R-16 (HEREINAFTER "TIRES")

Concluded Between

1. **Foreign Tire Sales, Inc. (hereinafter "FTS")**
2204 Morris Ave.
Union, New Jersey, 07083, U.S.A.
2. **Rakla Tires Inc. (hereinafter RTI)**
3158 Trailwood Drive
Burlington, Ontario
L7M 2Z8 Canada
3. **Hangzhou Zhongce Rubber Factory**
(hereinafter "Factory")
1 Haichao Road
Hangzhou, China

Whereas FTS and RTI are engaged in the distribution of Tires, and whereas The Factory is engaged in the export and manufacture of tires, it is agreed that the Factory appoint FTS as its exclusive sales agents for The United States. It is agreed that the Factory appoint Rakla as its exclusive sales agent for Canada including the province of Quebec for tires. The following terms and conditions shall apply:

1. FTS and RTI have the right to sell the tires in other venues on a non-exclusive basis. During the term of this agreement FTS and RTI shall use their best efforts to sell those tires produced by The Factory. The Factory agrees to sell the tires only to FTS and RTI for the Territory during the term of the agreement. It is further agreed that tires produced with any brand name whatsoever are covered under this agreement. FTS and RTI shall have the right to place orders with the Factory from time to time and the Factory shall use its best efforts to fill these orders on a timely basis. Unless notified by the factory within three working days of the placement of an order, said order is deemed accepted by the factory. It is specifically understood that time is of the essence and orders must be filled within sixty (60) days of placement.
2. All purchases are to be made by documentary irrevocable letter of credit at sight or by wire transfer on the day original shipping documents are received by either FTS or Rakla.
3. During the term of This Agreement the Factory agrees not to offer or to sell directly or indirectly tires to any individual or entity except to FTS and RTI for the Territory. All inquiries for tires where an intermediary or ultimate destination is in the Territory will be sent to FTS for follow up and implementation within one week of receipt of inquiry.
4. The price of the tire shall be agreed upon after sample tires are produced.



5. The Factory agrees to reimburse FTS and RTI the prorated purchase price of all goods which are defective. The purchase price shall include the cost of the merchandise including the ocean freight. It shall be mutually agreed upon by the Factory and FTS or RTI which particular tires are defective. FTS or RTI will supply photographs and serial numbers of said defective tires to the factory.

6. The term of this agreement shall be for ten (10) years and can be extended for subsequent five year periods with the consent of both parties.

7. In the event of nonfulfillment or delayed performance of all or any part of this Agreement, due directly or indirectly to any type of Force Majeure, government order, rule or restriction, fire, flood, war, strike (including that against FTS or RTI), or labor dispute, or any other casualty or contingency beyond the control of FTS or RTI or otherwise unavailable, FTS and RTI shall not be held responsible for such nonfulfillment or delayed performance, and may at FTS's and RTI's option, perform or cancel this Agreement or any unfulfilled portion thereof.

8. For all purchases by FTS, FTS shall pay a commission to Rakla Tire in accordance with the agreement signed by FTS and Rakla on June 22, 2001.

9. FTS and RTI shall purchase blemished tubeless tires at a discount of 15% from the current price paid for said tires.

10. In witness thereof the respective parties have caused This Agreement to be executed in duplicate, each of which shall be considered as original having the same value and will be distributed as follows:

11. The minimum quantity of containers to be ordered for the 10 year period is listed below:

Year No.	Number of Containers
1	40
2	80
3-10	120

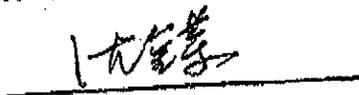
1. The Factory
2. FTS
3. RTI

ACCEPTED AND AGREED UPON:

FOREIGN TIRE SALES, INC.



HANGZHOU ZHONGCE RUBBER FACTORY



RAKLA TIRE INC.



EXHIBIT C

MEMORANDUM OF THE MEETING OF MAY 1, 2002
BETWEEN
HANGZHOU ZHONGCE RUBBER CO., LTD. AND
FOREIGN TIRE SALES, INC.

02-6-9

A number of important topics were discussed at the recent meeting between Mr. Shen Jin Rong and Mr. Dick Wang of Hangzhou and Mr. Richard Kuskin and Mr. David Penn of Foreign Tire Sales (FTS). The following is a review on the points of agreement and the points for further discussion.

Points of agreement:

1. Hangzhou agrees to produce for FTS size 305/70D-16.5 F (12-16.5 F) and 265/70D-16.5 E (10-16.5 E) in a design similar to The Firestone DuraForce DT. This is a super premium R-4 type tire. FTS agrees to purchase approximately 50 containers per year (total both sizes). Hangzhou agrees to acquire molds, based on specifications from Gary Eiber. Hangzhou agrees to produce tires from said molds only for FTS.
2. Hangzhou agrees to offer for sale to FTS 10-16.5 and 12-16.5 Godzilla Tires, renamed "BRUTUS". The price for said tires shall be 5% less than the price sold to International Tires Corp (ITC). Hangzhou agrees to give FTS said prices within 10 days.
3. Hangzhou agrees to stop selling ITC any tire radial, branded Westlake, whether shipped to Miami, or any other location in North America. Furthermore, Hangzhou reaffirms that it not to ship ITC radial tires in the same tread pattern as those purchased by FTS. ^{for North America} Hangzhou may ship Hangzhou Branded Tires to ITC only in ply ratings at least four plies greater than tires sold to FTS in the same size. *on Bias Truck Tire,*
4. Hangzhou agrees to pay to FTS the agreed upon commission of 1.15% for all radial truck tires shipped to ITC in Miami, or any other ITC location in North America, or any ITC customer in North America.
5. Hangzhou honors its commitment to sell FTS radial tires (of any type) with different designs than radial tires (of any type) sold to ITC.
6. Hangzhou agrees to sell FTS rear farm tires on an exclusive basis in the USA. FTS will order 20,000 units the first year. The range of sizes, quantities and weights will be forwarded to Hangzhou by FTS shortly.

The following points have been raised by FTS and are presented for the consideration of Hangzhou:

FTS

HK

7. The range of passenger car and light truck radial tires must be more complete. The list of tires needed is found in the May 1 meeting agenda.
8. It is essential that these passenger and light truck radial tires be available in RWL and WS as is appropriate by size for sale in the US market.
9. The range of 17.5 and 19.5 radial truck tires sold in the USA is found on page 2 of the May 1 meeting agenda. FTS wishes to sell these tires in the USA.
10. Hangzhou has molds capable of making 10-22.5 and 9-22.5 tires. FTS wishes to purchase these tires. FTS requests Hangzhou to produce tires in these molds for FTS.
11. Radial light truck tires have been the focus of many tire recalls in the USA recently and the US government is scrutinizing radial light truck tire safety, and adjustment/failure rates. FTS urges Hangzhou to produce radial light truck tires with a wrapped nylon cap ply to increase the endurance of these tires. US customers are aware of the benefits of a cap ply and are demanding cap plies since the Firestone ATX recall.
12. It is likely that at some point a 16" light truck tire will be accidentally mounted on a 16.5" rim. When this occurs, the bead bursts with explosive force. This explosion can cause serious injury or death. To eliminate the possibility of this, FTS wants Hangzhou to produce these tires with a hex bead that has no splice. (Please note that to date, Nexen has shipped approximately 300,000 16" tires to The USA. They already have one liability claim which will cost a minimum of \$300,000.00 to settle. There is a possibility they may have more claims.) FTS plans to buy at least 250,000 16" tires from Hangzhou per year. Unless the bead is changed immediately, Hangzhou can expect many claims.
13. Hangzhou will send 12 pieces of 295/75R-22.5 tires to The USA for fleet testing as soon as possible.
14. FTS intends to purchase all the tires in radial passenger, radial light truck, and radial medium truck that Hangzhou is capable of producing for export to the US market.
15. FTS requests that Hangzhou provide FTS with monthly estimates (three months in advance) of radial tire production by size and type for export to the US market. FTS will use this information to guarantee the purchase of every radial tire unit Hangzhou intends to export to the US market.

A greater level of communication and cooperation between FTS and Hangzhou is certain to insure the creation of a good reputation for Hangzhou and for Hangzhou produced radial tires in the US.

FOREIGN TIRE SALES, INC.

HANGZHOU ZHONGCE RUBBER CO., LTD.

Richard Kuskin



6-11-02

Shen Jin Rong

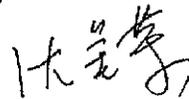


EXHIBIT D

**MEMORANDUM OF THE MEETING OF JUNE 10-11, 2002
BETWEEN
HANGZHOU ZHONGCE RUBBER CO., LTD. AND
FOREIGN TIRE SALES, INC., AND
RAKLA TIRES INC.**

Wednesday, June 12, 2002

The following points have been discussed and agreed upon:

1. Hangzhou agrees to build, test, and cut sections of the failed area sizes LT265/75R16 10 and LT235/75R-15 6 prior to the return of Gary Eiber on July 12, 2002.
2. Hangzhou shall ship all outstanding LTR orders by September 30, 2002.
3. Hangzhou will not ship passenger car tires to FTS until 2003 because of the many orders it has in hand. Hangzhou will continue to acquire passenger tire molds as outlined in the memorandum of the May 1 meeting so that when it begins to ship tires to The USA and Canada, most or all the sizes outlined in the May 1 memorandum will be available.
4. Hangzhou will put into production 12 LT235/85-16 CR857 molds on or around June 12. Hangzhou will put into production 6 LT245/75R-16 CR857 molds on or around June 12. Hangzhou shall fill orders for FTS and Rakla in the approximate ration of 10:1.
5. Hangzhou plans to have the capacity to export to FTS and Rakla 700,000 LTR tires. In order to sell this quantity of tires in The USA, Hangzhou will develop all sizes listed in the May 1 memorandum. FTS shall supply market information to Hangzhou to permit Hangzhou to make the proper quantities/designs of all sizes.
6. FTS shall give an estimate to Hangzhou of the quantity of white letter LTR tires shortly. FTS shall assist Hangzhou in developing a proper formula for the white letters.
7. Hangzhou shall develop in exclusive tread designs for The USA for FTS and exclusively in Canada the following three most popular 17.5 or 19.5 radial tires: 215/75R-17.5 16 All Season, 225/75R-19.5 14 Rib, 8R-19.5 12 Rib. Other 17.5 and 19.5 tires shall be developed at a later date.
8. Hangzhou shall make a P235/75R-15 according to a sample and mold drawings to be sent to Hangzhou by FTS. The tire shall be available in two different sizes of white walls. In due course, Hangzhou shall develop the entire line of P-metric whitewall tires for FTS and Rakla.
9. FTS shall supply market information for the sale of 20,000 Rear Farm R-1 tires to Hangzhou in accordance with the memorandum of May 1.
10. Hangzhou shall produce "HEX" beads for 16" radial tires. "HEX" beads for bias tires shall be investigated. FTS shall help Hangzhou decide which machine to acquire to produce for "HEX" beads.
11. The target price for the new 16.5" tires similar to The Firestone DuroForce is : \$35.00 for 10-16.5 10 and \$47.50 for 12-16.5 12.

12. Hangzhou will test two tires of each LTR size to determine if the current tires are in compliance with USMVSS139 pulley wheel test. If the tires fail, it will be necessary to produce LTR tires with spiral wound cap ply.
13. The target price for the LT235/75R15 6 Mud and Snow is \$24.00. The target price for the LT31X10,SR-15 6 Mud and Snow is \$30.00 (both black wall).
14. Hangzhou shall discount the price of all 20" K-72A, K-78A and K-305A tires by 4%. FTS and Rakla shall increase by 20-30% its orders for these sizes after 60 days.
15. Hangzhou shall discount the price of all Y5-1 tires by 3%.

HANGZHOU ZHONGCE RUBBER CO.,LTD.

IK
FOREIGN TIRE SALES, INC.

Rakla
RAKLA TIRES INC.

EXHIBIT E

**AGREEMENT BETWEEN HANGZHOU ZHONGCE
RUBBER CO. LTD. AND
FOREIGN TIRE SALES, INC.**

December 2, 2005

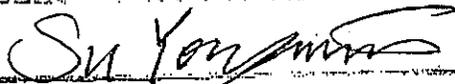
The following points have been agreed to between the parties on this date:

In consideration for allowing Hangzhou Zhongce Rubber Co., Ltd. (hereinafter "Hangzhou") to sell TBR tires in The USA to other companies, the following has been agreed to by Foreign Tire Sales, Inc. (hereinafter "FTS") and Hangzhou:

1. Hangzhou shall compensate FTS for all claims for defective tires within 45 days of their receipt by Hangzhou. Should compensation not be received within 45 days, FTS shall have the right to make a deduction from the next payment it makes to Hangzhou for the claims.
2. Hangzhou shall compensate FTS for all damage and injury claims. If it is determined the tire is not at fault, Hangzhou shall either defend FTS against any law suits resulting from the claim or pay the claim, if the damaged party decides to make a claim.
3. The Westlake Brand shall only be sold to FTS in The USA for all TBR tires. Hangzhou shall have the right to sell Westlake Brand LTR tires in The USA with only one restriction. Hangzhou may not sell Westlake Brand Tires in designs CR857, CR860 and CR861 in The USA. However Hangzhou may sell tires of these designs in other brand names in The USA. Hangzhou shall have the right to sell Westlake Brand pcr tires to others in The USA.
4. Hangzhou shall not sell either directly or indirectly the following TBR design tires to others for sale in The USA: CR960, CR960A, CM980, CM982.
5. All orders placed until February 28, 2006 for TBR tires shall be at the September 1, 2005 price, except for the 11R-24.5 14 CM980, which shall be at the October 1, 2005 price.

HANGZHOU ZHONGCE RUBBER CO., LTD.

For and on behalf of
HANGZHOU ZHONGCE RUBBER CO., LTD.



Authorized Signature(s)

FOREIGN TIRE SALES, INC.

