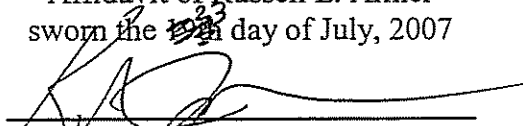


This is **Exhibit "D"** referred to in
Affidavit of Russell L. Armer
sworn the ~~19th~~^{23rd} day of July, 2007



A COMMISSIONER, ETC.

Wachovia Capital Finance Corporation (Canada)
141 Adelaide Street West, Suite 1500
Toronto, Ontario M5H 3L5



WACHOVIA

July 9, 2007

REGISTERED MAIL AND BY FACSIMILE

Brake Pro, Ltd.
250 Doney Crescent
Concord, Ontario
L4K 3A8

Brake Pro, Ltd.
1000 Cobb International Dr. NW. Suite A-1
Kennesaw, Georgia
USA 30152-4353

Attention: Chief Financial Officer
Facsimile No.: (905) 669-5334

Attention: Chief Executive Officer
Facsimile No.: (770) 422-1575

BPS Holding Corporation
1000 Cobb International Parkway, Suite A-1
Kennesaw, Georgia
USA 30152-4353

Attention: Russel Armer
Facsimile No.: (770) 442-1575

Dear Sirs:

Further to our telephone discussion with you and our respective legal counsel on Friday, July 6, 2007, we confirm that:

- (a) Wachovia Capital Finance (Corporation) Canada (the "Lender"), formerly known as Congress Financial Corporation (Canada), and Brake Pro, Ltd. (the "Borrower") are parties to a certain Amended and Restated Loan Agreement dated as of December 11, 2001, as amended by a First Amending Agreement to Loan Agreement dated as of April 12, 2002, a Second Amending Agreement to Amended and Restated Loan Agreement dated as of December 11, 2003, a Third Amending Agreement to Amended and Restated Loan Agreement dated as of March 14, 2005, a letter dated August 11, 2006, a letter dated December 15, 2006 and a letter dated March 12, 2007 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced at any time and from time to time, the "Amended and Restated Loan Agreement");
- (b) BPS Holding Corporation has executed a limited recourse parent guarantee dated December 11, 2001 in favour of the Lender with respect to the indebtedness of the Borrower to the Lender;

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- (c) pursuant to a letter dated February 16, 2007 the Lender notified the Borrower that an Event of Default exists and has occurred and is continuing under Section 10.1(2) of the Amended and Restated Loan Agreement as a result of the Borrower failing to maintain a minimum EBITDA of the Borrower and its Permitted Subsidiaries as set forth in Section 9.6(5) of the Amended and Restated Loan Agreement (the "Existing Event of Default"), which Event of Default is continuing as of the date hereof; and
- (d) the Borrower has asked the Lender to extend the term of the Amended and Restated Loan Agreement.

Therefore, pursuant to Section 12.1(1) of the Amended and Restated Loan Agreement, the Borrower is hereby given notice that the Lender has agreed to extend the term of the Amended and Restated Loan Agreement and the other Financing Agreements to 5 p.m. on Friday, July 20, 2007; provided that:

- (a) the Lender, the Borrower, its respective legal counsel and the financial advisors to the Borrower meet at the offices of Blake, Cassels & Graydon LLP by no later than 5:00 p.m. on Tuesday, July 10, 2007 to discuss the Borrower's current financial position, and restructuring plans;
- (b) the Borrower shall provide the Lender with copies of all budgets, plans and any other financial information prepared by or for it as soon as same is prepared and in any event no later than 5:00 p.m. on Friday, July 13, 2007;
- (c) the Lender, the Borrower, its respective legal counsel and the financial advisors to the Borrower have a conference call by no later than 5:00 p.m. on Monday, July 16, 2007 to discuss the Borrower's current financial position, and restructuring plans;
- (d) the Borrower shall instruct its financial advisors to communicate directly with the Lender and provide all financial information to the Lender with respect to the Borrower;
- (e) the Borrower agrees not to make, consent to, or acquiesce in any bankruptcy, insolvency, restructuring, reorganization, or winding up filing, application, or proceeding without giving the Lender at least forty-eight (48) hours prior written notice of its intention to do so, or immediate notice in the event that any of same are initiated by a third party; and
- (f) all other terms and conditions of the Loan Agreement and other Financing Agreements remain in full force and effect, unamended.

The Borrower confirms and acknowledges that the Existing Event of Default exists, has occurred and has been continuing since December 31, 2005 and that the Lender has provided notice of the continuing Existing Event of Default to the Borrower pursuant to the letters dated February 16, 2006, June 27, 2006, August 11, 2006, December 15, 2006 and March 12, 2007 (such letters collectively are the "Default Letters") as well as hereunder.

The Borrower confirms and acknowledges that nothing in this letter or the Default Letters shall constitute or be deemed to be a waiver by the Lender of any default or Event of Default including, without limitation, the Existing Event of Default that exists or has occurred to the date hereof, and the Lender specifically reserves all of its rights and remedies under this letter, the Amended and Restated Loan Agreement, the Default Letters, the other Financing Agreements and applicable law. No failure on the part of the Lender to exercise, and no delay in exercising, any right under this letter, the Amended and Restated Loan Agreement, the Default Letters, the other Financing Agreements or applicable law as a result of any default or Event of Default including, without limitation, the Existing Event of Default shall operate as a waiver thereof.

As a result of the occurrence and continuation of the Existing Event of Default, pursuant to Section 3.1(1) of the Amended and Restated Loan Agreement and the definition of "Interest Rate" in Section 1.1 of the Amended and Restated Loan Agreement, the Interest Rate payable by the Borrower continues to mean the rate of three and three-quarters (3.75%) percent per annum in excess of (i) the Prime Rate as to Prime Rate Loans and (ii) the US Base Rate as to US Base Rate Loans.

Capitalized terms not otherwise defined in this letter shall have the meanings given to them in the Loan Agreement.

We ask that you evidence your acknowledgement and agreement to the foregoing by signing and returning, via fax, to our attention at fax number 312-332-0424, the acknowledgement and agreement section below by no later than 5:00 p.m. on July 9, 2007.

Yours truly

WACHOVIA CAPITAL FINANCE CORPORATION (CANADA), formerly known as Congress Financial Corporation (Canada)

Per: _____

Name: **Niall Hamilton**
Title: **Senior Vice President**
Wachovia Capital Finance Corporation (Canada)

Jul. 9. 2007 4:00PM

No. 6898 P. 1/1

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The Borrower and the Parent hereby acknowledge and agree to the foregoing.

DATED the 9 day of July, 2007.

BRAKE PRO, LTD.

Per: Russell L. Armer
Name: RUSSELL L. ARMER
Title: PRESIDENT/CEO

BFS HOLDING CORPORATION

Per: Russell L. Armer
Name: RUSSELL L. ARMER
Title: PRESIDENT/CEO