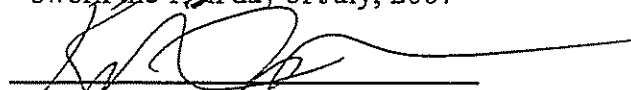


This is **Exhibit "E"** referred to in
Affidavit of Russell L. Armer
sworn the ~~15th~~^{23rd} day of July, 2007



A/ COMMISSIONER, ETC.

Debt Restructuring Closing Agreement

This Debt Restructuring Closing Agreement (this "Agreement") is entered into as of this 11th day of December, 2001, by and among the following parties:

- BPS - BPS Holding Corporation, a Delaware corporation
- BPL - Brake Pro, Ltd., an Ontario corporation
- BPI - Brake Pro, Inc., a Delaware corporation
- TA - Tenneco Automotive Operating Company, Inc., a Delaware corporation and successor to the rights and obligations of Tenneco Gas Pipeline Company
- TC - Tenneco Canada Inc., an Ontario corporation
- 399 - 399 Venture Partners, Inc., a Delaware corporation

BPS, BPL, BPI and 399 are sometimes referred to as the "Brake Pro Parties." TA and TC are sometimes referred to as the "Tenneco Parties."

Recitals

A. BPS is indebted to TA under a Junior Subordinated Note (as amended, the "Jr. Sub Note") dated December 22, 1994 in the original principal amount of USD \$10,000,000, together with accrued interest thereon, some of which is represented by payment in kind notes ("PIK Notes").

B. BPS is indebted to TA pursuant to a Senior Subordinated Note dated December 22, 1994 in the original principal amount of USD \$656,565, together with accrued interest or PIK Notes thereon (as amended, the "Sr. Sub Note").

C. BPL is indebted to TC pursuant to a Senior Secured Note in the original principal amount of USD \$9,943,435 dated December 22, 1994, originally payable by Tenneco Heavy Duty Brake, Ltd. and assumed by BPL, together with accrued interest and any PIK Notes thereon (as amended, the "THDB Note").

D. The THDB Note is secured by substantially all of the assets of BPL.

E. BPL, with the consent of TC, now desires to renew and expand its lending facilities with Congress Financial Corporation (Canada) ("Congress") pursuant to an Amended and Restated Loan Agreement dated as of the date hereof (the "Congress

Loan Agreement") and other loan documents (together with the Congress Loan Agreement, the "Congress Loan Documents") providing for loans to BPL up to CanD \$11,000,000.

F. TC has agreed to subordinate payment of the THDB Note and liens on the assets of BPL to payment of indebtedness to Congress under the Congress Loan Documents pursuant to a Subordination Agreement among TC, BPL and Congress dated as of the date hereof (the "Subordination Agreement") provided that TC receives payment of USD \$5,000,000 of the proceeds from the closing of the new Congress loan facilities under the Congress Loan Documents.

G. TA is willing to cancel the Jr. Sub Note and the Sr. Sub Note and transfer to BPS all equity interests it has in BPS in consideration for the payment described above to be applied on account of the THDB Note, a release and indemnity and other terms and conditions stated below.

H. TC is willing to reduce the indebtedness owed to it under the THDB Note and to provide for further reductions of indebtedness owed it under the THDB Note as an incentive to BPL to make payments as provided below on the remaining indebtedness under the THDB Note.

Now therefore, based on the foregoing, the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Closing Events. On the effective date of closing (the "Closing"), the following deliveries, transactions and documents and instruments shall be executed and delivered by the respective parties hereto (the "Closing Deliveries"):

- a. TA shall cancel and surrender and be deemed to have cancelled and surrendered, the Jr. Sub Note and the Sr. Sub Note to BPS. Because they cannot be located, instead of delivering these notes, TA shall execute and deliver a certificate in the form of Exhibit A-1 hereto so stating.
- b. Effective as of January 1, 2002, TA shall transfer and surrender and be deemed to have transferred and surrendered to BPS, and BPS shall accept transfer and surrender of and shall be deemed to have accepted transfer and surrender of, any stock, stock certificates, rights, options, powers, warrants and equity interest it has in and to BPS. TA's obligation to surrender all such stock, stock certificates, rights, options, powers, warrants and equity interests under this clause (b) is irrevocable. Because such stock certificates cannot be located, TA shall execute and deliver a certificate in the Form of Exhibit A-2

hereto so stating. Upon such transfer and surrender, TA shall be deemed released and relieved of all duties, liabilities or responsibilities under any shareholders, voting trust or similar agreements with BPS, 399 or any of their affiliates. From the date hereof until January 1, 2002, TA agrees not to transfer or sell any interest in any shares of capital stock of BPS it owns.

- c. The parties hereto shall execute and deliver the mutual release in the form of Exhibit B hereto (the "Mutual Release"). The Mutual Release shall not release any indebtedness, liens, security interests or claims of TC or TA in respect to the THDB Note (or any replacement Notes) or any security agreements or loan documents evidencing, securing or otherwise pertaining to the indebtedness evidenced by the THDB Note (or any replacement notes) and indebtedness of BPL to TC, which the parties acknowledge, prior to giving effect to the transactions contemplated hereby, is due and owing on the date hereof without defense, offset or counterclaim in the original principal amount of the THDB Note plus accrued interest thereon from 1997 (the "THDB Debt").
- d. BPL shall execute and deliver to TC a note in the amount of USD \$5,000,000 in the form of Exhibit C-1 hereto (the "Tranche A Note") and a note in the amount of USD \$2,000,000 in the form of Exhibit C-2 hereto (the "Incentive Note"). The Tranche A Note and the Incentive Note shall evidence the continuing indebtedness of BPL in respect of the THDB Debt and not an extinguishment or novation of it. All liens and security interests which previously secured the THDB Note shall continue to secure indebtedness evidenced by the Tranche A Note and the Incentive Note. The Tranche A Note and the Incentive Note shall be payable in accordance with their terms, but subject to the Subordination Agreement.
- e. Upon receipt of a USD \$5,000,000 payment against THDB Debt as provided in Section 2(e) below, TC shall execute and deliver to BPL an acknowledgement of reduction of the THDB Debt to the amount evidenced by the Tranche A Note and the Incentive Note, such acknowledgement to be in the form of Exhibit D hereto (the "Debt Reduction Acknowledgment"). Upon TC's location of the THDB Note, TC shall print on that Note or attach an allonge to it stating that it has been modified and reduced pursuant to the terms of this Agreement.
- f. BPL shall execute and deliver to TC for recording or filing the Trademark and Patent Security Agreements and other security and pledge agreements, reaffirmations and instruments attached as Exhibits E-1 through E-4. BPL hereby reaffirms and confirms all of

the grants of the security interests, liens and charges heretofore granted to or in favor of TC on BPL's properties and assets continue in full force and effect and secure the THDB Debt, including such part of the THDB Debt as is evidenced by the Tranche A Note and the Incentive Note.

- g. BPS shall have executed and delivered the Shareholder Pledge Agreement in the form of Exhibit F-1 hereto. The share certificate(s) and stock transfer power(s) duly executed in blank for 100% of the capital stock of BPL will be delivered to Congress to be held by it until payment in full of Congress or their release of their pledge of these shares, in which event BPL and BPS shall cause the share certificate(s) of BPL and stock transfer power(s) to be delivered to TC. BPS shall also execute and deliver to TC a Guarantee of the THDB Debt in the form of Exhibit F-2 hereto.

2. Closing Conditions. The Closing shall be effective upon the occurrence of the following conditions and events (the "Closing Conditions"):

- a. All Closing Deliveries shall be duly executed and delivered by the respective parties hereto.
- b. The Subordination Agreement shall have been executed and delivered by Congress, BPL and TC.
- c. The Cancellation of Subordination Agreements in the form of Exhibit G hereto shall have been executed and delivered to TA and TC by Congress, Congress Financial Corporation (Southern), BPL, BPL, BPS, TA and TC.
- d. The Congress Loan Documents in the form of Exhibit H hereto shall have been executed and delivered by Congress and BPL.
- e. TC shall have received USD \$5,000,000 by wire transfer from Congress and/or BPL as payment on account of the THDB Debt, with the outstanding balance of the THDB Debt remaining after the date of Closing being evidenced by the Tranche A Note and the Incentive Note.
- f. TA and TC shall have received opinions from Blake Cassels and Graydon and/or Alston & Bird, as appropriate, opining as to corporate status, power, capacity, and that this Agreement, the Tranche A Note, the Incentive Note, the Mutual Release and the documents attached as Exhibit E hereto, the Shareholder Pledge Agreement and the BPS Guarantee, have been duly authorized, executed and delivered by the Brake Pro Parties, as applicable, and, with respect to this Agreement,

the Tranche A Note, the Incentive Note and the other agreements and instruments listed on the Exhibit list attached hereto that are governed by Ontario law (other than the Congress Loan Documents), constitute legal, valid, binding and enforceable obligations of them, and that BPS, BPL and BPI are in good standing in their respective jurisdictions of incorporation.

- g. Conditions (a)-(f) above are fulfilled or occur on or before December 14, 2001, unless extended by written or telecopied agreement of the parties (the "Termination Date").

None of the Closing Conditions or Closing Deliveries shall be effective or be deemed to have occurred unless all have occurred on or before the Termination Date or are waived in writing by the party protected or benefited by them. If the Closing Conditions are not so fulfilled or waived, any party delivering a Closing document shall have the unqualified right to demand and receive return of all executed originals of such document upon demand, and any undertakings under this Agreement shall be deemed null and void except for the last two sentences of this paragraph.

3. Cooperation. Each of the parties shall take all actions, execute such documents and certificates and provide such additional assurances applicable to them as are necessary or appropriate to consummate the transactions, and deliver the agreements and documents contemplated by this Agreement. BPL and BPS acknowledge that TC has filed and is authorized to file, without BPL's or BPS's signature, any and all financing statements, recordings or filings concerning or perfecting collateral security for the THDB Debt or the BPS Guarantee in such jurisdictions as TC determines appropriate.

4. Representations and Warranties. Each party represents and warrants to the others that it has full power and authority to enter into and perform this Agreement and the transactions and undertakings contemplated by it, that its obligations and duties hereunder and in connection herewith are legal, valid, binding and enforceable and do not violate, conflict with or result in a breach of any law, regulation, order, decree, agreement, undertaking or restriction applicable to such party or its properties or any provision of any charter, bylaw or other constituent document applicable to such party.

5. Sale of BPL Debt. Until the earlier of (i) the occurrence of an event of default under the Tranche A Note which is not cured or waived by TC within any applicable grace or cure period, or (ii) December 11, 2003, TC agrees not to sell or assign the Tranche A Note or the Incentive Note without the prior written consent of BPL, which consent shall not be unreasonable withheld or delayed.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario, Canada, and any dispute concerning it shall be resolved by the courts of Ontario, Canada in the first instance, but may be enforced in any court of competent jurisdiction. TO THE FULLEST EXTENT PROVIDED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY

PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE AGREEMENTS AND MATTERS CONTEMPLATED BY IT.

7. Exclusive Agreement. This Agreement and the documents and Agreements contemplated by it (including the Debenture dated December 22, 1994, in favor of TC executed by Tenneco Heavy Duty Brake, Inc. and assumed by BPL and other security documents evidencing, securing, amending or reaffirming the THDB Note, the Tranche A Note and the Incentive Note) constitute the complete agreement of the parties concerning its subject matter, and cannot be modified or amended except in writing signed by all parties.

8. Counterpart Signatures. This Agreement may be executed in counterparts, by telecopy signature. Each party hereto agrees to furnish to the others, originals of its signatures within three (3) business days after telecopy signature, but failure to do so shall not affect the validity of this Agreement. BPL shall deliver to TC at Closing, originally signed, the Tranche A Note and the Incentive Note.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above first written.

BRAKE PRO, LTD.

By: [Signature]
Its: DIRECTOR OF FINANCE

BRAKE PRO, INC.

By: _____
Its: _____

BPS HOLDING CORPORATION

By: _____
Its: _____

399 VENTURE PARTNERS, INC.

By: _____
Its: _____

TENNECO AUTOMOTIVE OPERATING COMPANY, INC.

By: _____
Its: _____

TENNECO CANADA INC.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above first written.

BRAKE PRO, LTD.

By: _____
Its: _____

BRAKE PRO, INC.

By: _____
Its: _____

BPS HOLDING CORPORATION

By: _____
Its: _____

399 VENTURE PARTNERS, INC.

By: _____
Its: _____

TENNECO AUTOMOTIVE OPERATING COMPANY, INC.

By: [Signature]
Its: Vice President
and Treasurer

TENNECO CANADA INC.

By: [Signature]
Its: Vice President
and Treasurer

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above first written.

BRAKE PRO, LTD.

By: _____
Its: _____

BRAKE PRO, INC.

By: *Russell H. Green*
Its: Pres CEO

BPS HOLDING CORPORATION

By: *Russell H. Green*
Its: Pres CEO

399 VENTURE PARTNERS, INC.

By: _____
Its: _____

TENNECO AUTOMOTIVE OPERATING COMPANY, INC.

By: _____
Its: _____

TENNECO CANADA INC.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above first written.

BRAKE PRO, LTD.

By: _____
Its: _____

BRAKE PRO, INC.

By: _____
Its: _____

BPS HOLDING CORPORATION

By: _____
Its: _____

399 VENTURE PARTNERS, INC.

By: D. H. H. _____
Its: _____

TENNECO AUTOMOTIVE OPERATING COMPANY, INC.

By: _____
Its: _____

TENNECO CANADA INC.

By: _____
Its: _____

EXHIBITS

- A-1 Certificate Regarding Lost Notes
- A-2 Certificate Regarding Lost Shares
- B Mutual Release
- C-1 Tranche A Note
- C-2 Incentive Note
- D Debt Reduction Acknowledgment
- E-1 Trademark Security Agreement (U.S.)
- E-2 Trademark Security Agreement (Can.)
- E-3 Patent Security Agreement (U.S.)
- E-4 Security Confirmation Agreement
- F-1 BPS Shareholder Pledge Agreement
- F-2 BPS Guarantee
- G Cancellation of Subordination Agreements
- H Congress Loan Documents