

This is **Exhibit "F"** referred to in
Affidavit of Russell L. Armer
sworn the ~~12th~~^{9th} day of July, 2007



A COMMISSIONER, ETC.

TENNECO HEAVY DUTY BRAKE, LTD.

DEBENTURE

\$35,000,000.00

A. PROMISE TO PAY

1. TENNECO HEAVY DUTY BRAKE, LTD. (the "Company") for value received hereby agrees with Tenneco Canada Inc. (the "Secured Party") that it will on demand (or on such earlier date as the principal moneys hereby secured may become payable as hereinafter provided) pay to the Secured Party at the principal office of the Secured Party as advised by the Secured Party from time to time, the principal sum of \$35,000,000.00 of lawful money of Canada. The Company will also pay to the Secured Party, as and when demanded, interest on the said principal sum. The Company will pay such interest at the rate of 15 % per annum calculated and payable monthly not in advance, both before and after demand and before and after default, judgment and execution from the date hereof until payment in full of all amounts owing hereunder.

B. GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS

2.1 As security for payment of the principal and interest and all other indebtedness and liability from time to time payable hereunder, the Company hereby:

(a) mortgages and charges (subject to the exceptions as to leaseholds hereinafter contained) as and by way of a fixed and specific mortgage and charge by way of sublease, to and in favour of the Secured Party, and grants to the Secured Party a security interest in, all present and future right, title and interest of the Company in and to the real and immovable property described in Appendix "A" hereto (the "Lands") and all buildings, erections, improvements, fixtures and plant now or hereafter owned or acquired by the Company and situated thereon (whether the same form part of the realty or not);

(b) mortgages and charges to the Secured Party as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all its present and future equipment, including, without limiting the generality of

the foregoing, all fixtures, plant, machinery, tools, furniture and other goods now or hereafter owned or acquired, wheresoever situate;

(c) mortgages and charges to the Secured Party, and grants to the Secured Party a security interest in, all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service, wheresoever situate;

(d) assigns, transfers and sets over to the Secured Party, and grants to the Secured Party a security interest in all its present and future intangibles, including, without limiting the generality of the foregoing, all its present and future book debts, accounts and other amounts receivable, contract rights and choses in action of every kind or nature including insurance rights arising from or out of the assets referred to in subparagraphs (a), (b) or (c) hereof, goodwill, chattel paper, instruments of title, investments, money and securities, wheresoever situate;

(e) charges in favour of the Secured Party as and by way of a floating charge, and grants to the Secured Party a security interest in, its business and undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future, wheresoever situate (other than property and assets hereby validly assigned or subjected to a specific mortgage, charge or security interest by subparagraphs (a), (b), (c) or (d) hereof and the exceptions hereinafter contained); and

(f) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in the proceeds arising from any of the assets referred to in this paragraph 2.1;

all of which present and future property and assets of the Company referred to in subparagraphs 2.1 (a), (b), (c), (d), (e) and (f) hereof are hereinafter collectively called the "Charged Assets". The Company hereby acknowledges and it is hereby stated that a security interest is hereby taken in all of the Company's present and after-acquired personal property.

2.2 For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this debenture over real property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of any event described in subparagraph 10 (c), (d) or (e);
- or

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- (b) the Secured Party taking any action pursuant to paragraph 12 to enforce and realize on the security interests created herein.

C. LEASE CHARGED

3. (a) For the purposes of this debenture, "Lease" shall mean the lease dated December 1, 1992 of the Lands granted by Circleland Investments Limited (the "Landlord") to the Company, notice of which was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket as Instrument No. LT901026, and as such lease may be amended, renewed or replaced from time to time.

(b) The Company represents and warrants to the Secured Party that, as of the date hereof, the Lease is valid and subsisting and not surrendered or forfeited, the rents and covenants therein reserved and contained have been duly paid and performed by the Company and the Company has full right, power and authority to mortgage and charge the Lease and the Company's leasehold interest the Lands in the manner aforesaid with the consent of the Landlord.

(c) Nothing herein shall constitute a mortgage, charge or grant of security interest in, any Charged Asset, including without limitation the Lease, which by the terms thereof is not permitted to be mortgaged or charged or a security interest is not permitted to be granted in respect thereof, without the consent of a third party. In each such case the Company shall, unless the Secured Party otherwise agrees in writing, forthwith use reasonable commercial efforts to obtain the consent of any necessary third party to such mortgage, charge or grant of security interest, and to its further assignment to any third party who may acquire same as a result of the Secured Party's exercise of remedies upon the occurrence of any event set out in paragraph 10, and upon such consent being obtained or waived the charge, mortgage or grant of security interest provided for herein shall apply thereto without regard to this paragraph and without the necessity of any further assurances to effect the charge, mortgage or grant of security interest.

(d) In any case to which clause 3(c) applies, unless and until such consent is obtained as therein provided, the Company shall, unless prohibited by law or under the terms of the document or interest therein referred to, hold all benefit to be derived therefrom in trust for the Secured Party as additional security for the purposes set out in paragraph 2.1 and shall deliver up all such benefit to the Secured Party forthwith upon the occurrence of any event set out in paragraph 10.

D. LIMITED EXCEPTIONS TO GRANT OF CHARGE

4. The last day of any term reserved by any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Company, and whether falling within the general or particular description of the Charged Assets, is hereby and shall be excepted out of the mortgage, charge and security interest hereby or by any other instrument created, but the Company shall stand possessed of the reversion of one day remaining in the Company in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as the Secured Party or any purchaser of such term shall direct.

E. AGREEMENTS OF THE COMPANY

5. The Company and the Secured Party covenant and agree that:
(a) they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to the Charged Assets presently existing and that such security interests shall attach to the Charged Assets acquired after the date hereof as soon as the Company has rights in such assets;
(b) in accordance with subsection 7(3) of the Land Registration Reform Act (Ontario), the covenants deemed to be included in a charge by subsection 7(1) of such Act are expressly excluded from this debenture; and
(c) subject to paragraph 19 hereof, the Company releases to the Secured Party all of the Company's right, title and interest in and to the Charged Assets and every part thereof and the Company shall or may not at any time hereafter make any claim to the Charged Assets, challenge the Secured Party's rights thereto or make any demands upon the Secured Party with respect to the Charged Assets and that the Secured Party shall from this time forward be exonerated and discharged of and from all claims and demands which the Company might or could have against the Secured Party with respect to the Charged Assets.

6. The Company represents and warrants to the Secured Party that:
(a) the Company is the sole legal and beneficial owner of the Charged Assets free from encumbrances except for those encumbrances disclosed to the Secured Party in writing prior to the delivery of this charge;

(b) the Company is the sole, legal and beneficial owner, pursuant to the Lease, of a leasehold interest in the Lands, the Lands are free of any encumbrances, except for those encumbrances disclosed to the Secured Party in writing prior to the delivery of this debenture, and that such leasehold interest is free of any encumbrance or any prior interest whatsoever; and

(c) the Company has the right, power and lawful authority to charge and mortgage to the Secured Party, and otherwise grant security interests in all of its right, title and interest in and to, the Charged Assets as provided for in this debenture and this debenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting creditors' rights and the discretion exercisable by Courts of competent jurisdiction in respect of the availability of equitable remedies.

7. The Company agrees with the Secured Party that until all indebtedness and liability owing by the Company to the Secured Party are paid in full and until this debenture is fully discharged:

- (a) it will not, without the prior written consent of the Secured Party:
 - (i) incur or create any further or additional indebtedness except to the Secured Party and except such normal indebtedness as may be incidental to the ordinary course of its business;
 - (ii) create any liens upon, assign, transfer, mortgage, charge, pledge, hypothecate or otherwise grant security over or a security interest in any of the Charged Assets except to the Secured Party and except for purchase money security interests;
 - (iii) sell, transfer, assign, or otherwise dispose of any of the Charged Assets except for the sale of inventory in the ordinary course of business;
 - (iv) guarantee, endorse or otherwise become surety for or upon the obligations of others except to the Secured Party or by endorsement of negotiable instruments for deposit or collection in the ordinary course of the Company's business;
 - (v) merge or amalgamate with any other corporation; or
 - (vi) cease or threaten to cease to carry on business; and
- (b) it will:

- (i) hold the proceeds received from any direct or indirect dealing with the Charged Assets in trust for the Secured Party after either the security constituted hereby becomes enforceable or any of the Charged Assets are sold other than in the ordinary course of business of the Company and for the purpose of carrying on such business;
- (ii) insure and keep insured the buildings, erections, improvements and all other Charged Assets (including inventory) against loss or damage by fire and other insurable hazards which such assets are commonly insured against in the Province of Ontario to the full insurable value thereof and, in addition, obtain and maintain such other insurance as the Secured Party may require including, without limitation, business interruption insurance and environmental liability insurance; the Company shall pay when due all premiums and other amounts payable for maintaining such insurance; the Company shall cause the insurance proceeds thereunder to be payable in case of loss to the Secured Party as mortgagee and loss payee and shall, if required, give to the Secured Party evidence of the payment of premiums and the assignment of such insurance to the Secured Party; should the Company fail to pay any premiums when due then the Secured Party may do so and the cost of such premiums shall be added to the principal amount secured by this debenture; the policy or policies of insurance required by this paragraph shall show the Secured Party as mortgagee and loss payee and shall contain a mortgage clause in form satisfactory to the Secured Party; all such policies of insurance shall neither permit nor provide for any amount of co-insurance by the Company;
- (iii) keep the then existing Charged Assets in good condition and repair according to the nature and description thereof, and the Secured Party may, whenever it deems necessary, either in person or by agent, enter upon and inspect the Charged Assets and the Secured Party's reasonable expenses of such inspection shall be payable by the Company on demand and added to the principal sum secured by this debenture and the Secured Party may make repairs as it deems necessary, and the cost thereof

- shall be payable on demand and added to the principal sum secured by this debenture;
- (iv) set up and maintain accounting systems and books of account in accordance with generally accepted accounting principles and practices and furnish to the Secured Party:
 - (A) annually, within ninety (90) days of the end of each fiscal year, its audited financial statements, including, without limitation, a balance sheet, a statement of operations and a statement of sources and applications of funds, all reported upon by a firm of chartered accountants acceptable to the Secured Party; and
 - (B) quarterly, within fifteen (15) days of the end of each fiscal quarter, Company prepared financial statements from the beginning of the fiscal year up to the end of such fiscal quarter prepared by the Company and certified to be accurate by the chief financial officer of the Company;
- (v) deliver to the Secured Party at any time upon request by the Secured Party all such other information concerning the Company's affairs and business as the Secured Party may reasonably require;
- (vi) strictly comply with every covenant and undertaking heretofore or hereafter given by it to the Secured Party;
- (vii) strictly comply with valid requirements of any governmental authority pertaining to the operation by the Company of its business;
- (viii) permit the Secured Party at any time and from time to time, whether or not the security granted pursuant to this debenture shall have become enforceable, to require any account debtor of the Company to make payment to the Secured Party of any or all amounts owing by the account debtor to the Company and the Secured Party may take control of any proceeds referred to in subparagraph (f) of paragraph 2.1 hereof and may hold all amounts received from any account debtor and any proceeds as cash collateral as part of the Charged Assets and as security for the indebtedness and liability secured by this debenture;

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- (ix) pay or cause to be paid all taxes, rates and other impositions whatsoever already charged or hereafter to be charged by any authority on any of the Charged Assets, including without limitation the Lands, as and when they shall fall due and, upon the request of the Secured Party, deliver to the Secured Party evidence of such payments; and
- (x) comply with all applicable laws, regulations and orders, including, without limitation, all public and employee health and safety provisions and all applicable federal, provincial or municipal environmental laws and all regulations or requirements thereunder relating in any way to the environment or the release of any substance into the environment.

8. The Company agrees with the Secured Party that:

- (a) it will at all times fully perform and comply with all obligations imposed on or assumed by the Company as tenant pursuant to the Lease, and imposed on, assumed by or agreed to by it pursuant to any prior encumbrance of the Lands or any part thereof or its interest therein and that, if the Company shall fail so to do, the Secured Party may (but shall not be obliged to) take any action the Secured Party deems necessary or desirable acting reasonably to cure any default by the Company in the performance of or compliance with any of the Company's obligations pursuant to the Lease or imposed upon, assumed by or agreed to by the Company pursuant to any such prior encumbrance;
- (b) upon receipt by the Secured Party from the Landlord or any such prior encumbrancer of any written notice of default by the Company, the Secured Party may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof may be questioned or denied by the Company or by any party on behalf of the Company;
- (c) the Company hereby expressly grants to the Secured Party, and agrees that the Secured Party shall have the absolute and immediate right to enter in and upon the Lands or any part thereof to such extent and as often as the Secured Party, in its sole discretion, acting reasonably, deems necessary or desirable, in order to cure any such default by the Company;
- (d) the Secured Party may pay and expend such sums of money as the Secured Party in its sole discretion, acting reasonably, deems necessary for any such

purpose, and the Company hereby agrees to pay to the Secured Party, immediately upon notification by the Secured Party and without demand, all such sums so paid and expended by the Secured Party, together with interest thereon at the rate aforesaid from the date of each such payment;

(e) all sums so paid and expended by the Secured Party and such interest thereon, shall be secured hereby in addition to all other moneys hereby secured and in priority to all other mortgages and charges;

(f) if this debenture is or shall be outstanding at the expiration of the term of the Lease and the Company shall refuse or neglect to exercise its right, if any, to renew the Lease and to pay the fees, costs, charges and expenses incidental to and payable upon such renewals, then, and as often as it shall happen, the Secured Party may, at its sole discretion, effect such renewals in its own name or otherwise, and in such case every such renewed lease and the lands and buildings thereby demised shall remain and be security to the Secured Party for the indebtedness and liability secured by this debenture and as well for the payment of all money paid by the Secured Party for every such renewal and the Secured Party's costs, charges, and expenses;

(g) it will not surrender the Lease or any rights of renewal with respect thereto, nor terminate or cancel the Lease without the prior written consent of the Secured Party and it will not, without the prior written consent of the Secured Party, modify, change, supplement, alter or amend the Lease either orally or in writing;

(h) no release or forbearance of any of the Company's obligations pursuant to the Lease or pursuant to any prior encumbrance of the Company's interest in the Lands or any part thereof, including without limitation the Company's obligations with respect to the payment of rent as provided for in the Lease, shall release the Company from any of the Company's obligations pursuant to this debenture;

(i) unless the Secured Party shall otherwise expressly consent in writing, the title in fee simple to the property demised by the Lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the Landlord or the Company pursuant to the Lease or in a third party, by purchase or otherwise; and

(j) if the Company shall, at any time before payment in full of the indebtedness and liability secured by this debenture acquire the freehold title to the Lands demised by the Lease, this mortgage and charge shall attach and extend to, and constitute a mortgage and charge of such freehold estate.

9. The Company hereby agrees that it will at all times, both before and after default, do or cause to be done such additional things and execute and deliver or cause to be executed and delivered all such further acts and documents as the Secured Party may reasonably require for the better mortgaging, charging, transferring, assigning, confirming and granting of security interests in the present or future Charged Assets to the Secured Party.

F. DEFAULT

10. Without prejudice to the Secured Party's right to demand payment of all indebtedness and liability hereby secured at any time or times, all indebtedness and liability owing by the Company to the Secured Party and hereby secured shall, at the option of the Secured Party, become payable and the security hereby constituted shall become enforceable in each and every of the events following:

(a) if the Company makes default in the observance or performance of any written agreement or undertaking heretofore or hereafter given by the Company to the Secured Party, whether contained herein or not;

(b) if the Company makes default in payment of any indebtedness or liability of the Company to the Secured Party when due whether the same is secured hereby or not;

(c) if an order is made or a resolution passed for the winding-up of the Company, or if a petition is filed for the winding-up of the Company;

(d) if the Company ceases or threatens to cease to carry on business or if the Company commits or threatens to commit any act of bankruptcy or if the Company becomes insolvent or files a notice of intention to file a proposal or makes an assignment or proposal in bankruptcy or makes a bulk sale of its assets or if a bankruptcy petition is filed or presented against the Company;

(e) if any proceedings with respect to the Company are commenced under the Companies' Creditors Arrangement Act or if the Company shall seek relief or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against the Company;

(f) if an execution or any other process of any court becomes enforceable against the Company or if a distress or analogous process is levied upon the property of the Company or any part thereof;

(g) if the Company shall permit any sum which has been admitted as due by the Company or is not disputed to be due by it and which forms or is capable of

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being made a charge upon any of the Charged Assets in priority to the charge created by this debenture to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same as such prior charge;

(h) if the Company shall default in the observance or performance of any provision relating to the indebtedness or liability of the Company to any creditor other than the Secured Party;

(i) if any material licences, permits or approvals required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Company of its business shall be withdrawn or cancelled; or

(j) if any representation or warranty made by the Company or any of its officers, employees or agents to the Secured Party shall be false or inaccurate in any material respect.

11. The Secured Party may in writing (and not otherwise) waive any breach by the Company of any of the provisions contained in this debenture or any default by the Company in the observance or performance of any provision of this debenture; provided always that no waiver by the Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default, whether of the same or a different nature or the rights resulting therefrom.

G. REMEDIES OF THE SECURED PARTY

12. Whenever the security hereby constituted shall have become enforceable, and so long as it shall remain enforceable, the Secured Party may proceed to realize such security and to enforce its rights by:

(a) entry;

(b) the appointment by instrument in writing of a receiver or receivers of the Charged Assets or any part thereof (which receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Secured Party or not and the Secured Party may remove any receiver or receivers so appointed and appoint another or others in his or their stead);

(c) proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Charged Assets or any part thereof; or

(d) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity.

In addition, the Secured Party may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Company.

Any receiver or receivers so appointed shall have power to:

- (i) take possession of and to use the Charged Assets or any part thereof;
- (ii) carry on the business of the Company (including, but not limited to, the taking or defending of any actions or legal proceedings, and the doing or refraining from doing all other things as to the receiver may seem necessary or desirable in connection with the business, operations and affairs of the Company);
- (iii) borrow money required for the maintenance, preservation or protection of the Charged Assets or any part thereof or the carrying on of the business of the Company;
- (iv) further charge the Charged Assets in priority to the charge of this debenture as security for money so borrowed; and
- (v) sell, lease or otherwise dispose of the whole or any part of the Charged Assets on such terms and conditions and in such manner as the receiver shall determine, including by deferred payment.

The receiver shall for all purposes be the agent of the Company and not the Secured Party and the Secured Party shall not be responsible for any actions or errors of omission by any receiver or receivers in exercising any such powers. The Secured Party and any receiver shall not, in the case of any chattel paper, security or instrument, be obligated to preserve rights against any other persons.

In addition, the Secured Party may enter upon, use, occupy and possess the Charged Assets or any part thereof, free from all encumbrances, liens and charges, without hindrance, interruption or denial of the same by the Company or by any other person or persons save only the Landlord pursuant to its rights of reversion under the Lease on expiry of its term, and may lease or sell the whole or any part or parts of the Charged Assets. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Company. Such sale shall be on such terms and conditions as to credit, deferred payment or otherwise and as to upset or reserve bid or price as to the Secured Party in its sole discretion may seem advantageous. Such

sale may take place whether or not the Secured Party has taken possession of the Charged Assets.

The Company agrees to pay to the Secured Party forthwith on demand all expenses incurred by the Secured Party in the preparation, perfection, administration and enforcement of this debenture (including without limitation expenses incurred in considering and protecting or improving the Secured Party's position, or attempting to do so, whether before or after default), all amounts borrowed by the receiver from the Secured Party as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any receiver and legal fees on a solicitor and client basis) of or incurred by the Secured Party and by any receiver or receivers or agent or agents appointed by the Secured Party in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate set forth herein, shall be secured by the charges contained herein. To the extent that the aggregate of the principal and accrued interest secured hereby and such borrowed money, costs, fees and expenses exceed the principal amount of this debenture, the Company hereby mortgages and charges and grants a security interest in the Charged Assets to the Secured Party to secure payment of such excess amount.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Secured Party shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this debenture includes a receiver and manager. All rights, benefits and relief herein afforded to the Secured Party shall apply mutatis mutandis to any receiver.

13. Any and all payments made in respect of the indebtedness and liability secured by this debenture from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this debenture) may be applied to such part or parts of the indebtedness and liability secured by this debenture as the Secured Party may see fit, and the Secured Party shall at all times and from time to time have the right to change any appropriation as the Secured Party may see fit.

H. RIGHTS OF THE SECURED PARTY

14. The Secured Party may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Charged Assets and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the indebtedness and liability secured by this debenture and shall be secured by the mortgages, charges and security interests granted herein. In the event of the Secured Party satisfying any such lien, charge or encumbrance, it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

15. The Secured Party, without exonerating in whole or in part the Company, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Company and all other persons and securities as the Secured Party may see fit.

16. Nothing herein shall obligate the Secured Party to extend or amend any credit to the Company.

17. The Secured Party may assign, transfer and deliver to any transferee any of the indebtedness and liability secured by this debenture or any security or any documents or instruments held by the Secured Party in respect thereof provided that no such assignment, transfer or delivery shall release the Company from any of the indebtedness and liability secured by this debenture; and thereafter the Secured Party shall be fully discharged from all responsibility with respect to the indebtedness and liability secured by this debenture and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Secured Party under such security, documents or instruments but the Secured Party shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Company shall not assign any of its rights or obligations hereunder without the prior written consent of the Secured Party.

I. MISCELLANEOUS

18. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

19. Until the security hereby constituted shall have become enforceable, the Company shall have quiet possession of the Charged Assets. Upon payment by the Company, its successors or permitted assigns, of all indebtedness and liability of the Company to the Secured Party secured hereby and the fulfillment of all other obligations of the Company to the Secured Party secured hereby and provided that the Secured Party is then under no obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Company, the Secured Party shall, upon request in writing by the Company, delivered to the Secured Party at 2070 Hadwen Road, Mississauga, Ontario, L5K 2C9 Attention: Secretary, and at the Company's expense, discharge this debenture.

20. This debenture shall be construed in accordance with and be governed by the laws of the Province of Ontario, and the terms used herein, without separate definition shall have the meaning set out in the *Personal Property Security Act* (Ontario) unless the context requires otherwise. For the purpose of legal proceedings, this debenture shall be deemed to have been made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this debenture. The Company hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Secured Party from proceeding at its election against the Company in the courts of any other province, country or jurisdiction.

21. The headings in this debenture are included for convenience of reference only, and shall not constitute a part of this debenture for any other purpose.

22. This debenture is in addition to and not in substitution for any other security now or hereafter held by the Secured Party and shall be general and continuing security notwithstanding that the indebtedness and liability of the Company to the Secured Party shall be at any time or from time to time fully satisfied or paid.

23. This debenture and all its provisions shall enure to the benefit of the Secured Party, its successors and assigns, and shall be binding on the Company, its successors and permitted assigns. The term "successor" shall include, without limiting its meaning, any corporation resulting from the amalgamation of the Company with any other corporation. Without limitation to the foregoing, all present and future assets and undertaking of any corporation resulting from any amalgamation of the Company with any other corporation shall form part of the Charged Assets and shall be charged by this debenture.

24. Any demand or notice by the Secured Party in connection with this debenture may be made or given by delivering or mailing or sending the same to the Company at 250 Doney Crescent, Concord, Ontario L4K 3A8, or by telecopy at ((416) 213-7164) and shall be deemed to have been received by the Company on the date of delivery or the third day following the date of such mailing or on the day after the date of sending if by telecopy unless such notice or demand is required by the Act or any other statute, in which case such demand or notice shall be deemed to have been received by the Company on the date or at the time specified by the particular statute.

25. In accordance with the Property Law Act, R.S.B.C. 1979 c. 340, so far as this debenture is concerned, the doctrine of consolidation is not abolished.

26. No person dealing with the Secured Party or its agents or any receiver hereunder shall be concerned to enquire whether any power which the Secured Party or such receiver is purporting to exercise has become enforceable, or whether any moneys remain due under this debenture, or as to the necessity or expediency of the stipulations and conditions subject to which any sales shall be made, or otherwise as to the propriety or regularity of any sale or dealings by the Secured Party or such receiver with the Charged Assets or any part thereof or to see to the application of any moneys paid to the Secured Party or to such receiver; and in the

absence of fraud on the part of such person, such dealings shall be deemed, insofar as regards the safety and protection of such person, to be within the powers hereby conferred and to be valid and effective accordingly.

27. Neither the taking of any judgement nor the exercise of any power of seizure or sale, shall operate to extinguish the liability of the Company to make payment of the principal hereby secured or interest thereon or other moneys owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Secured Party to require payment of any other amount agreed to in any agreement between the Company and the Secured Party.

28. To the fullest extent it may lawfully so agree, the Company agrees that it will not at any time insist upon, claim, plead or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption, or similar law now or hereafter in effect in order to prevent, delay or hinder the enforcement of this debenture or the sale of any part of the Charged Assets or the possession or use thereof by any purchaser at any sale pursuant to this debenture; and the Company for itself and all who claim through it, sofar as it or they now or in the future may lawfully do so, hereby waives the benefit of all such laws, and all right to have the Charged Assets marshalled upon any sale or foreclosure.

29. The Company hereby acknowledges receipt of a true copy of this debenture and waives all rights to receive from the Secured Party a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this debenture.

IN WITNESS WHEREOF the Company has executed this debenture as of the 22nd day of December, 1994.

TENNECO HEAVY DUTY BRAKE, LTD.
By: Virginia L. Kearns CS.
title - vice-president

I have authority to bind the corporation

APPENDIX "A"

Legal description of leasehold lands

Those lands and premises being Part of Lot 5 in Concession 4 (Town of Vaughan), in the Regional Municipality of York (formerly in the Township of Vaughan, in the County of York) designated as Part 2 on a plan of survey of record in the Land Titles Division of York Region (No. 65) at Newmarket as Plan 66R-11598, and constituting the whole of Parcel 5-13, Section V-4 in the Land Registry Office for the Land Titles Division for York Region (No. 65).