

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CALLIDUS CAPITAL CORPORATION

Applicant/
Respondent by Cross-Application

and

CARCAP INC. and CAR EQUITY LOANS CORP.

Respondents/
Applicants by Cross-Application

AND B E T W E E N:

KAPTOR FINANCIAL INC. and
CARCAP AUTO FINANCING

Applicants by Cross-Application

and

CALLIDUS CAPITAL CORPORATION

Respondent by Cross-Application

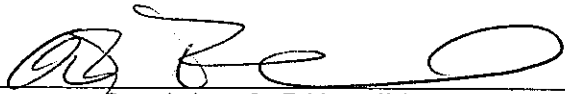
AFFIDAVIT OF ERIC INSPEKTOR

I, Eric Inspektor, make oath and say as follows:

1. This Affidavit is sworn this morning as further information is available, but may be of importance to the Court on these proceedings.
2. The Claim was served on the Toronto-Dominion Bank yesterday. Now shown to me and marked as **Exhibit "A"** to this my Affidavit is a true copy of that Statement of Claim.
3. The Yarmus lawsuit has been discontinued against myself and the business. Now

shown to me and marked as **Exhibit "B"** to this my Affidavit is a true copy of the mail confirming the lawsuit has been discontinued.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario this 14th day of December, 2011



Commissioner for Taking Affidavits
(or as may be)



ERIC INSPEKTOR

This is Exhibit "A" referred to in the Affidavit of Eric Inspektor
sworn December 14, 2011



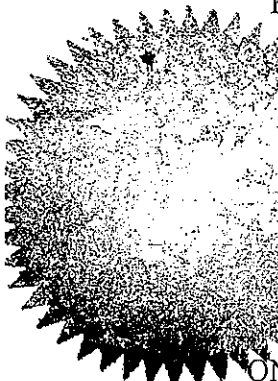
Commissioner for Taking Affidavits (or as may be)

CN-11-441614

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:



ERIC INSPEKTOR, RUSSEL INSPEKTOR, LYNETTE INSPEKTOR,
KAPTOR FINANCIAL INC., KAPCAR CAPITAL CORP., CARCAP INC.,
INSIGNIA TRADING INC., 2025610 ONTARIO LIMITED, CARCAP
PORTFOLIO 1 CORP., CARCAP PORTFOLIO NUMBER TWO CORP.,
CARCAP PORTFOLIO NUMBER FIVE CORP., CARCAP PORTFOLIO
NUMBER SEVEN CORP., CARCAP PORTFOLIO 8 CORP., CARCAP
PORTFOLIO 10 CORP., CARCAP PORTFOLIO 11 CORP., CARCAP
PORTFOLIO 12 CORP., CARCAP PORTFOLIO 14 CORP., CARCAP
PORTFOLIO 15 CORP., CARCAP PORTFOLIO 16 CORP., CARCAP
PORTFOLIO 17 CORP., CARCAP PORTFOLIO 18 CORP., CARCAP
PORTFOLIO 19 CORP., CARCAP ROLLING FUND 1 CORP., 2102510
ONTARIO CORP., 1312126 ONTARIO LIMITED and CAR EQUITY LOANS

Plaintiffs

and

THE TORONTO-DOMINION BANK

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

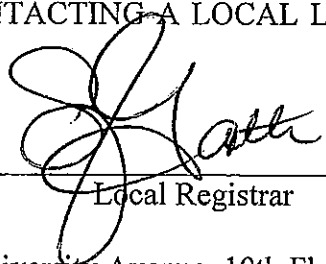
Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date

Dec 9/11

Issued by


Local Registrar

Address of
court office:

393 University Avenue, 10th Floor
Toronto, Ontario
M5G 1E6

TO: The Toronto-Dominion Bank

CLAIM

1. A. The Individual Plaintiffs claim:

- (a) damages in the amount of \$300,000.00;

B. The Plaintiff Corporations claim:

- (b) damages in the amount of \$2,000,000;

C. All of the Plaintiffs claim:

- (c) an Order setting aside or rescinding or declaring as null and void the Termination Agreement made as of the 16th day of September, 2011, as defined herein;
- (d) an Order for an accounting from the Toronto-Dominion Bank ("Bank") to determine the amount owed to the Bank;
- (e) an Order declaring that the Plaintiffs or some of them are entitled to equitably set off any damages found due and owing by the Bank to the Plaintiffs or some of them, as a result of the conduct of the Bank as pleaded herein;
- (f) an Order requiring the Bank to pay to the Royal Bank of Canada ("RBC") the sum of \$800,000.00 or, in the alternative, an Order that the Bank indemnify the Plaintiffs for any amount found due and owing to the RBC in action CV-11436389 commenced in the Superior Court of Justice of Ontario at Toronto;
- (g) punitive or exemplary damages in the amount of \$800,000.00;

- (h) the costs of this proceeding on a substantial indemnity basis or, in the alternative, on a partial indemnity basis;
- (i) pre and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (j) such further and other Relief as to this Honourable Court may seem just.

Parties Involved

2. Eric Inspektor (“Eric”) resides in North York, Ontario. Eric is married to Lynette Inspektor (“Lynette”).

3. Russel Inspektor (“Russell”) is the son of Eric and Lynette.

4. Kaptor Financial Inc., Kapcar Capital Corp., Carcap Inc., Insignia Trading Inc., 2025610 Ontario Limited, Carcap Portfolio 1 Corp., Carcap Portfolio Number Two Corp., Carcap Portfolio Number Five Corp., Carcap Portfolio Number Seven Corp., Carcap Portfolio 8 Corp., Carcap Portfolio 10 Corp., Carcap Portfolio 11 Corp., Carcap Portfolio 12 Corp., Carcap Portfolio 14 Corp., Carcap Portfolio 15 Corp., Carcap Portfolio 16 Corp., Carcap Portfolio 17 Corp., Carcap Portfolio 18 Corp., Carcap Portfolio 19 Corp., Carcap Rolling Fund 1 Corp., 2102510 Ontario Corp., 1312126 Ontario Limited and Car Equity Loans, referred to are all bodies corporate incorporated pursuant to the laws of the Province of Ontario (“Plaintiff Corporations”).

5. Kaptor Financial Inc. provides purchase order financing. The Plaintiffs carry on business in the car leasing industry and purchase contracts for leased cars at a discount using the Plaintiff Corporations. (the "Plaintiffs' Business")

6. Insignia Trading Inc. is a manufacturer/distributor of household goods.

7. The Bank is a federally chartered bank which carries on business in Ontario.

8. The value of the auto portfolio of the Plaintiffs' Business is approximately \$25,000,000.00. It has a cash flow of approximately \$1,200,000.00 per month.

The Administrative Error

9. The Plaintiffs had a relationship with the Bank which relied in part on the use of the banking facilities of the Bank.

10. By August, 2011, it was the intent of the Plaintiff Business to obtain new financing from Callidus Inc. ("Callidus"). This was known to the Bank.

11. As such and at that time, while setting up its administration for Callidus, the accounting department of the Plaintiffs' Business inadvertently made an error (the "Administrative Error"). This Administrative Error triggered an overdraft in one of the accounts at the Bank of one of the Plaintiff Corporations. The overdraft was in excess of \$5,000,000.00.

12. Eric did not know the cause of the overdraft. He immediately contacted the Bank and requested the assistance of the Bank to determine the cause.

13. Instead of providing the assistance requested by Eric, the Bank reacted by immediately preventing access to all accounts, and reversing all transactions for the prior three days. This

included returning cheques payable to third parties, including auto dealers and investors. The Plaintiffs immediately notified the Bank of the adverse effect of the Bank's action on the Plaintiffs' Business. Further, and in good faith, the Plaintiffs immediately agreed to provide security the next day; specifically a General Security Agreement over all of the assets of the Plaintiff Corporations (subject to the security interest of Callidus). The value of the security was in excess of \$9,000,000.00.

14. The Bank knew the Plaintiffs' Business' requirements for and sensitivity to their cash flow.

15. The Bank also knew that it was a condition of the Callidus funding that the investors be repaid their loans so as to release their security then in first position, so that Callidus would be placed in first position upon funding. The Bank also knew that the investors would re-invest these repaid monies immediately thereafter.

16. Again, instead of acting in good faith, the Bank exerted substantial pressure on the Plaintiffs and the Plaintiffs' Business. The Bank sought to obtain a financial advantage to which it would not otherwise be entitled but for the Administrative Error. Further, the Bank set deadlines that the Bank knew could only be met if the Bank acted in good faith and cooperated in dealing with the loans and security, and provided the necessary bridge loan in order to permit the scheduled funding to be obtained from investors and Callidus. This was also in the Bank's interest as it knew that if it did so, the Bank would be repaid the funds owed to it.

The Accommodation Agreement

17. Negotiations between the Plaintiffs and the Bank occurred between August 12th and 23rd, 2011. The result was an Accommodation Agreement.

18. Pursuant to the terms of the Accommodation Agreement, the Bank agreed to establish a short term bridge loan to enable the Plaintiff Business to continue to deposit funds, into existing accounts and to clear cheques against any cleared funds deposited into those accounts.

19. The Bank provided a draft Accommodation Agreement on August 16th. Strict deadlines were imposed by the Bank for repayment by August 29, 2011. At the time that the Bank provided the draft Accommodation Agreement, the Bank represented that the amount that would be loaned would be, the aggregate balance of the overdraft at the close of business on August 16, 2011. The Accommodation Agreement clearly required the Bank to zero out all of the Plaintiffs' accounts and create a loan account which would reflect the overdraft at the close of business on August 16, 2011. All credit balances in excess of the loan account balance set as at the close of business on that day were to be available to the Plaintiffs for carrying on the Plaintiffs' Business.

20. Based on the information provided to the Plaintiffs by the Bank, once all of the deposits were made on August 16, 2011, the Plaintiffs believed that the overdraft balance in the loan account would be \$5.8MM such that the Plaintiffs would have availability of approximately \$800,000.

21. However, without the Plaintiffs' knowledge, the Bank scooped a \$500,000.00 deposit on August 16th, set the Accommodation Agreement limit at \$5MM and proceeded to communicate to the Plaintiffs that their cash availability for operations was only \$250K. The Bank then used

extreme pressure demanding that the Plaintiffs execute the Accommodation Agreement within an hour of emailing the final version to the Plaintiffs.

The Bank Wrongfully Expropriates Trust Funds

22. The Bank knew that repayment to it depended upon Callidus funding, and the repayment and deposit of investor cheques that were to be paid to the Plaintiffs Business to provide Callidus with its first charge.
23. This was designed to have the Bank repaid by August 29, 2011.
24. The Callidus funds were delayed by three days. The Callidus funds were deposited on September 1, 2011. They included funds that were specifically designated to be paid to investors, which was the basis of Callidus obtaining its first charge (the "Investor Trust Funds"). Again, these funds were to then be reinvested into the Plaintiffs' Business. This was known to the Bank.
25. The Investor Trust Funds were impressed with a trust or alternatively were subject to a quit close trust.
26. The Bank refused to allow those Callidus funds to be used to clear payment of the Investor Funds.. Rather, the Bank used those Investor Trust Funds, \$3.6MM, to pay down the Plaintiffs' overdraft and proceeded to inform the Plaintiffs in writing that they had a credit balance in their accounts of approximately \$300,000.00.
27. This caused a crisis in confidence and damage to the reputation of the Plaintiffs' Business and Eric.

The Accommodation Amending Agreement

28. In order to protect investors, Eric and Lynette pledged personal assets as security, and on that basis, the Plaintiffs and the Bank entered into the Accommodation Amending Agreement on September 7, 2011. The purpose of the Accommodation Amending Agreement was to accommodate payments to investors who were to have been paid from the Investor Trust Funds.

29. The Accommodation Amending Agreement specifically provided that as long as the loan balances were \$2,000,000.00 or less, then cheques from the Plaintiffs' accounts with the Bank would be honoured.

30. At about the same time and, in order to carry out certain transactions as required by Callidus so that Eric and Lynette would increase their shareholder loans in CarCap, the Plaintiffs withdrew funds from the Bank and deposited them into Eric and Lynette's accounts at the Royal Bank of Canada, obtained a number of drafts from the Royal Bank which totalled more than the the amount deposited (approximately \$700,000.00 was deposited and approximately \$950,000.00 in drafts were obtained) and those drafts from the Royal Bank of Canada were then re-deposited in the Bank account of the Plaintiffs to cover those funds. This was all done with the knowledge of the Bank. Eric and Lynette relied upon the Accommodation Amending Agreement in taking this action.

31. The deposits were made on Thursday, September 8th, 2011 and Friday, September 9, 2011 at the Royal Bank and the bank drafts were issued on September 8 and 9, and deposited within less than half an hour at the Bank to cover those cheques. The effect of the transaction was that as of the close of bank clearing on Friday, September 9th, the amount of the loan was

less than \$2,000,000.00. Therefore, the cheques deposited at the Royal Bank were required to be honoured by the Bank.

32. As of the close of business on September 9th, 2011, the balance due to the Bank by the Plaintiff Corporations was approximately \$1,970,000.00.

33. Contrary to banking regulations and other applicable laws and policies, all the particulars of which are known to the Bank and unknown to the Plaintiffs, and even though the cheques initially cleared at the Bank, the Bank, on September 13, 2011 notified the Plaintiffs by email that the Accommodation Amending Agreement was at an end and that, in light of the fact that the Plaintiffs owed the Bank money, the Bank was not going to pay any cheques payable to parties or guarantors to the Accommodation Amending Agreement. The Bank then proceeded to do so and renege on honouring those cheques, stating that the Bank had decided not to allow payment any further to the Guarantors and Parties to the Accommodation Amending Agreement.

34. The conduct of the Bank was in bad faith, contrary to bank regulations and its contractual obligations under the Accommodation Amending Agreement and designed so that the Bank would profit thereby, knowing that this would be to the financial detriment of the Royal Bank that had provided the bank drafts on the basis that the cheques negotiated on the Bank account would be honoured.

35. The returning of the cheques deposited in the Royal Bank four days after they had been cleared notwithstanding that the funding was available, was an intentional breach by the Bank of the terms of the Accommodation Amending Agreement in order to put further pressure on the Plaintiffs' Business and to take advantage, if able, of the substantial security that the Bank had in its possession.

36. The conduct of the Bank directly and adversely interfered with the Plaintiffs' ability to repay the Bank. The Bank knew this but intended to take advantage of this opportunity after it received the Bank drafts.

The Termination Agreement

37. The Plaintiffs had no alternative but to request a further extension or commence litigation. The Bank however, agreed to provide an extension for the further funding. That extension required the Bank to provide the funding pursuant to a formula set out in a Loan Facility Clause, 4.1, in the Termination Agreement.

38. The Termination Agreement was specifically designed to ensure that funding would be available to honour the investors' cheques so that the investors could then re-deposit those funds in the Plaintiffs' Business as loans. As well, the Plaintiffs could obtain the schedule inventory financing of \$1.1M from investors, and the further Callidus funding could be released and deposited, so that the Bank would be repaid.

39. The Plaintiffs believed that if the Bank honoured the Termination Agreement, the Bank would be repaid, the Bank problems would be resolved and litigation would be avoided.

40. In bad faith and contrary to the Termination Agreement, the Bank again reneged on the limits of funding that was to be available to the Plaintiffs' Business. The Bank did not allow specific cheques payable to dealers and all of the investors to clear.

41. The effect of that was to substantially and adversely affect the reputation of the Plaintiffs' Business and Eric. Also, the investors withdrew their commitment to provide the additional inventory financing of \$1,100,000.00.

42. On September 20, 2001, the Plaintiffs advised the Bank it was in breach of the terms of the Termination Agreement. In particular, pursuant to paragraphs 4(a)(iv) and 4(c), the Bank was to provide a credit amount of \$1,220,000.00 on Wednesday, Thursday and Friday and on Friday, September 23, 2011, a repayment of \$500,000.00 would be made by the Plaintiffs to the Bank.

43. The Bank took the position that these clauses only permitted the Plaintiffs Business access to two-thirds of the cleared items, on Wednesday, and as a result, approximately \$170,000.00 was not permitted for funding (even though the Bank had in excess of \$9,000,000.00 of security). This also resulted in the Bank refusing to clear an investor cheque of \$145,000.00 which jeopardized all of the investor funding as the investors were required to be notified as a group. This was known to the Bank.

44. Again, the Bank knew that its conduct would adversely affect the investor confidence in the Plaintiffs' Business.

45. Furthermore, the Bank has, by its conduct, destroyed the relationship between the Plaintiffs and the Royal Bank of Canada. The Royal Bank has now commenced action against the plaintiffs. The Royal Bank is demanding the funds that were supposed to be honoured. As a result of the backdating and the dishonouring of the cheques by the Bank, the Royal Bank has commenced a legal proceeding to recover their funds.

Breach by the Bank of its Obligations

46. The Bank negligently misrepresented to the Plaintiffs, or in the alternative, was negligent in its advice to the Plaintiffs as to the amounts of the overdraft operative for the Accommodation Agreement. The Plaintiffs relied upon the Bank's representation and advice.

47. At all material times, the Bank had a duty to act in good faith as it relates to the Accommodation Agreement, the Accommodation Amending Agreement and Termination Agreement. The Bank failed to act in good faith and at all times, breached its obligations under those Agreements.

48. Further, the Bank knowingly and improperly used its financial power in a manner that was contrary to banking regulations and the spirit and intent of the agreements it had with the Plaintiffs. This conduct was designed to enable the Bank to profit by demanding substantial fees and interest, as well as the Bank extracting substantial security that it would not otherwise have been entitled to obtain.

49. Furthermore, although the Bank knew that the error was an administrative error that caused the problem, the Bank has represented and thereby published to lenders to the Plaintiffs and others who do business with the Plaintiffs, all the particulars of which are known to the Bank and unknown to the Plaintiffs, that the Plaintiffs' conduct is or may have been "a sophisticated kite" or words to that effect, which are defamatory of the Plaintiffs. In their natural and ordinary meaning the words complained of meant and were understood to mean that the Plaintiffs had cheated the Bank. The words used were meant to refer to the Plaintiffs and did refer to them and were understood by those involved to refer to the Plaintiffs.

50. Further, by way of innuendo, the words complained of were meant and were understood to mean that the Plaintiffs cheated the Bank.

51. The words were calculated to disparage the Plaintiffs in the Plaintiffs' Business.

52. In consequence the Plaintiffs' reputation has been seriously damaged and the Plaintiffs have suffered distress, embarrassment and loss as a result thereof.

53. Furthermore, the conduct of the Bank resulted in Callidus giving notice of default to the Plaintiffs on the basis of a material adverse change in circumstances caused by the failure to honour the cheques payable to the car dealers.

54. As a result of the Termination Agreement and the Accommodation Amending Agreement, the Bank obtained a Release from the Plaintiffs. The Release was obtained in bad faith as the Bank had no intention of honouring its obligations under the agreements, as was disclosed by its conduct, as pleaded herein.

55. The Plaintiffs state they are entitled to rescind the agreements, or in the alternative, the Termination Agreement or, in the alternative, set aside the release, or a declaration that as a result of its conduct, the Bank is not entitled to rely on or receive the benefit of any release. In the alternative, the Bank provided no consideration in exchange for any release and in particular, the release contained in the Termination Agreement.

56. The conduct of the Bank intentionally breaching each of these agreements, entitles the Plaintiffs to damages for the losses suffered, including loss of reputation, payment of the amount owed to the Royal Bank of Canada (or indemnification), and the effect of the loss of confidence of investors including the partial loss of funding by the Plaintiffs' Business.

57. The Bank is demanding payment and threatening enforcement of its security (based on a default manufactured by the Bank) which the Bank knows could cause irreparable harm to the Plaintiffs' Business.

58. The Plaintiffs claim entitlement to punitive or exemplary damages as a result of the misconduct of the Bank as pleaded herein, in that the misconduct was planned and deliberate, was concealed by the Bank or the Bank attempted to cover up its misconduct, was known by the Bank to be wrong, the Bank profited as a result of this misconduct, and the Bank knew that the interests of the Plaintiffs that were disregarded as a result of this misconduct, adversely financially affected the Plaintiffs and their business reputation.

(Date of issue)

SOLMON ROTHBART GOODMAN LLP
Barristers
375 University Avenue
Suite 701
Toronto, Ontario
M5G 2J5

Melvyn L. Solmon (LSUC# 16156J)
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Tel: 416-947-1093 (Ext. 333)
Fax: 416-947-0079

Lawyers for the Plaintiffs

RCP-E 14A (July 1, 2007)

ERIC INSPEKTOR et al.
Plaintiffs

-and-

THE TORONTO-DOMINION BANK
Defendant

W-11-44664

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

SOLMON ROTHBART GOODMAN LLP
Barristers
375 University Avenue
Suite 701
Toronto, Ontario
M5G 2J5

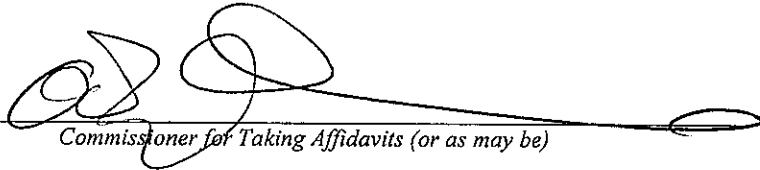
Melvyn L. Solmon (LSUC# 16156J)
msolmon@srglegal.com
Tel: 416-947-1093 (Ext. 333)
Fax: 416-947-0079

Lawyers for the Plaintiffs

File Number: 16776

RCP-E 4C (July 1, 2007)

This is Exhibit "B" referred to in the Affidavit of Eric Inspektor
sworn December 14, 2011



Commissioner for Taking Affidavits (or as may be)

Mel Solmon

From: Eric Inspektor [einspektor@kaptor.com]
Sent: December-13-11 4:36 PM
To: fred@fredtayar.com; Mel Solmon
Cc: Rick Arnone; Stanley Grossman
Subject: FW: Kaptor

Below is the confirmation that the Yarmus law suit has been discontinued!!

Eric Inspektor

The Kaptor Group

20 West Beaver Creek Road
Richmond Hill, ON L4B 3L6
Tel: (416) 922-2376 x224 Fax: (416) 922-6552
email: einspektor@kaptor.com

From: Adam Altmid [<mailto:adam@altmidroll.com>]
Sent: December-13-11 4:26 PM
To: einspektor@kaptor.com; Barbara Shuster
Cc: 'Tilda Roll'
Subject: FW: Kaptor

From: Marvin J Huberman [<mailto:mhuberman@marvinhuberman.com>]
Sent: December-13-11 4:09 PM
To: Greenspoon, Avi
Cc: daveyarmus@yahoo.ca; tilda@altmidroll.com; Adam Altmid
Subject: RE: Kaptor

I have been instructed by my process server that the Notice of Discontinuance in respect of the Kaptor Entities was filed with the Court today, in accordance with the Agreement.

Yours truly,

Marv Huberman

PLEASE NOTE MY NEW CONTACT INFORMATION BELOW.

Marvin J. Huberman, LL.B. LL.M.
Barrister, Mediator, Arbitrator
Certified Specialist in Civil Litigation
Suite 500, 70 Bond Street,
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Email: mhuberman@marvinhuberman.com
Website: www.marvinhuberman.com

ROYAL BANK OF CANADA

Plaintiff

-and-

ERIC RAPHAEL INSPEKTOR, also known as Eric Raphael
Inspector et al.
Defendants

Court File No. CV-11-436389

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ERIC INSPEKTOR

SOLMON ROTHBART GOODMAN LLP

Barristers

375 University Avenue, Suite 701
Toronto, Ontario M5G 2J5

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File Number: 16776

RCP-E 4C (July 1, 2007)