

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN

KEATLEY SURVEYING LTD.

Plaintiff

and

TERANET INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**MOTION RECORD OF THE PLAINTIFF**

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**I N D E X**

|   | <b>TAB NO.</b> |
|---|----------------|
| <b>Notice of motion returnable , 2011</b>   | <b>1</b>       |
| <b>Schedule "A"</b>   | <b>A</b>       |
| <b>Schedule "B"</b>   | <b>B</b>       |
| <b>Affidavit of Gordon Keatley sworn March , 2011</b>   | <b>2</b>       |
| <b>Agreement between Louis Emon and William J. Keatley Limited<br/>dated December 9, 1986</b> | <b>A</b>       |
| <b>Assignment from William J. Keatley Limited<br/>dated September 1, 2007</b>                 | <b>B</b>       |
| <b>Article from Teranet website "Who We Are"</b>  | <b>C</b>       |
| <b>Press release – Government Sells its Ownership<br/>Interest in Teranet</b>                 | <b>D</b>       |
| <b>Teranet Document – Document Images</b>   | <b>E</b>       |

|  |          |
|--|----------|
| <b>Teranet Pricing</b>                   | <b>F</b> |
| <b>Teranet.ca – Teranet GeoWarehouse</b> | <b>G</b> |
| <b>Ward K. Branch – Biography</b>        | <b>H</b> |
| <b>William S. O’Hara – Biography</b>     | <b>I</b> |
| <b>Proposed Litigation Plan</b>          | <b>J</b> |
| <b>Common Issues</b>                     | <b>K</b> |

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**NOTICE OF MOTION FOR CERTIFICATION**

**THE PLAINTIFF will make a motion to the Honourable Madam Justice C.J. Horkins, on a date and at a time to be fixed, at the courthouse, 393 University Avenue, Toronto, Ontario.**

**PROPOSED METHOD OF HEARING:**

The motion is to be heard orally.

**THE MOTION is for:**

1. An order:
  - (a) certifying this action as a class proceeding pursuant to the *Class Proceedings Act, 1992* (the "CPA");

- (b) appointing Keatley Surveying Ltd. as the representative plaintiff of the Class;
- (c) defining the "Class" as:

All land surveyors in Ontario, whether acting as individuals, corporations, or partnerships, who are the holders of copyrights in drawings, maps, charts and plans that have at any time appeared on the Defendant's electronic database without such copyright holder's written assignment or license.
- (d) staying any other proceeding relating to this proposed class proceeding;
- (e) stating the nature of the claims asserted on behalf of the Class to be copyright infringement;
- (f) stating the relief sought by the Class is as set out in paragraph 1 of the statement of claim;
- (g) stating the common issues as set out in **Schedule "A"** to this notice of motion;
- (h) settling the form and content of the notice program for the certification of the action as set out in the Litigation Plan attached as **Schedule "B"** to this notice of motion;
- (i) specifying that:
  - (i) a member of the Class may opt out of this class proceeding by sending a written election by regular mail before a date to be fixed by the court to plaintiff's lawyers;
  - (ii) no person may opt out of this class proceeding after the fixed date;
  - (iii) by a date to be fixed, Class Counsel shall report to the court and to the defendant's lawyers the names of the person who have opted out of this class proceeding;
- (j) requiring the defendant and the plaintiff to share the costs of the notice program as set out in **Schedule "B"**;

- (k) awarding costs of this motion to the plaintiff on a substantial indemnity basis or in amount that provides full indemnity, plus any applicable taxes; and
- (l) such further and other relief and directions as Class Counsel may request and this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. the *CPA*, including sections 1, 2, 5, 6, 8(1), 9, 12, 13, 17, 20, 21, 22, 24, 34(1) and 35;
2. the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, including Rules 1, 2 and 12;
3. The *Copyright Act*, R.S.B.C. 1985, c. C-42;
4. the court should certify this action as a class proceeding because the section 5(1) criteria of the *CPA* are met;
5. the notice program for the certification of this action is a reasonable method of notifying the putative Class members;
6. it is fair, just and reasonable that the defendants should pay for aspects of the notice program for the certification of this action; and
7. such further and other grounds as the plaintiffs' lawyers may advise and this Honourable Court permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:**

1. the affidavit of Gordon Keatley, sworn March , 2011;
2. such further and other evidence as the plaintiff's lawyers may advise and this Honourable Court permit.

Date: March , 2011

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Lawyers for the plaintiff

## **SCHEDULE "A"**

### **PROPOSED COMMON ISSUES**

#### **COPYRIGHT IN SURVEYORS' WORKS**

1. Does a Surveyor who creates a drawing, map, chart, or plan (collectively, "Surveyors' Works") have the rights to those Surveyors' Works as set out under s. 3(1) of the Copyright Act ("Copyright")?
2. Does a Surveyor who creates a Surveyors' Works have the rights to those Surveyors' Works as set out under s. 14.1(1) of the Copyright Act ("Moral Rights")?
3. Do any of the following rights attach to Surveyors' Works:
  - a) the sole right to produce or reproduce the Surveyors' Works or any substantial part in any material form whatsoever;
  - b) the sole right to publish the Surveyors' Works;
  - c) the sole right to produce or reproduce or publish any translation of the Surveyors' Works;
  - d) the sole right to communicate the Surveyors' Works to the public by telecommunication;
  - e) the sole right to authorize others to do the acts enumerated in items a) through d) above; and/or
  - f) the right to the integrity of the work and to be associated with the work as its author by name?

#### **AUTHORIZATION TO USE OF SURVEYORS' WORK**

4. Are Surveyors deemed to have authorized any or all of the alleged uses by the Defendant of Surveyors' Works set out below (collectively, the "Alleged Uses") by submission of the Surveyors' Works to the Ontario Land Registry Office? Alleged Uses include the Defendant:
  - a) making copies of Surveyors' Works deposited in registry offices;
  - b) translating copies of Surveyors' Works into digital formats;
  - c) transmitting digital copies of Surveyors' Works to the Defendant's data-receiving centre by telecommunication;

- d) storing digital copies of Surveyors' Works in the Defendant's electronic database;
- e) adding the digital copies to the Defendant's index of documents available through Teraview and GeoWarehouse;
- f) communicating the digital copies of Surveyors' Works to the public by telecommunications;
- g) offering the digital copies of Surveyors' Works for sale to the Defendant's subscribers and members of the public (collectively, the "Customers") for a fee; and/or
- h) allowing Customers to print or download one or more copies of the Surveyors' Works.

### **INFRINGEMENT**

- 5. Did the Defendant make any or all of the Alleged Uses of Surveyors' Works? If so, which ones?
- 6. Are any or all of the Alleged Uses:
  - a) infringement on Surveyors' Copyright in Surveyors' Works for the purposes of s. 27(1) of the *Copyright Act*;
  - b) secondary infringement on Surveyors' Copyright in Surveyors' Works for the purposes of s. 27(2) of the *Copyright Act*;
  - c) infringement on Surveyors' Moral Rights for the purposes of s. 28.1 of the *Copyright Act*;
  - d) infringement on Surveyors' Moral Rights for the purposes of s. 28.2(1)(b) of the *Copyright Act*;and if so, which ones?

### **DAMAGES**

- 7. Are members of the Class entitled to statutory damages for the Alleged Uses of the Defendant, as provided by s. 38.1 of the *Copyright Act*? If so, how should these damages be calculated?
- 8. Is the Class entitled to compensatory damages for the:
  - a) loss of competitive advantage; and/or
  - b) destruction of moral rights?
- 9. Is the Class entitled to a disgorgement of profit from the Defendant for any profit it made in connection with the Alleged Uses?

10. Did the conduct of the Defendant meet the standard required for an award of punitive damages? Once compensatory damages are determined, in what amount and to whom should punitive damages be paid?
11. Should the Defendant pay pre- and post-judgment interest, and, if so, at what annual interest rate?

#### **OTHER REMEDIES**

12. Should the Defendant be ordered to remove and return any and all infringing copies of Surveyors' Works in the Defendant's possession, pursuant to s. 38(1) of the *Copyright Act*?
13. Should the Court grant a permanent injunction enjoining the Defendant from making further copies of the Surveyors' Works without the explicit consent of the creators of those works, pursuant to s. 39.1 of the *Copyright Act*?
14. Should the Court grant a permanent injunction enjoining the Defendant from dealing with, in any way or fashion, copies of Surveyors' Works currently in its possession?
15. Can an aggregate award of damages be made pursuant to s. 24(1) of the *Class Proceedings Act*?

## **SCHEDULE "B"**

### **PROPOSED LITIGATION PLAN**

#### **CLASS COUNSEL**

1. The plaintiff has retained Branch MacMaster LLP of Vancouver, BC and Gardiner Roberts LLP of Toronto, ON as counsel ("Class Counsel"). Class Counsel has the knowledge, skill, experience, personnel and financial resources to prosecute the action to resolution.
2. Class Counsel anticipate that prosecuting this action will require:
  - a. reading, organizing, profiling, scanning, managing, and analyzing thousands of documents; and
  - b. the analysis of complex legal issues.

#### **COMPOSITION OF THE CLASS**

3. The "Class" is defined as:

All land surveyors in Ontario, whether acting as individuals, corporations, or partnerships, who are the holders of copyrights in drawings, maps, charts and plans that have at any time appeared on the Defendant's electronic database without such copyright holder's written assignment or license.

4. Individuals who meet the definition of the Class are known as "Class Members".

#### **NOTICE OF CERTIFICATION OF THE ACTION AS A CLASS PROCEEDING AND THE OPT-OUT PROCEDURE**

5. The Plaintiff proposes that a Notice of Certification be circulated in the form attached hereto.
6. The Plaintiff proposes that opt out notices be directed to Branch MacMaster LLP, who will report to the Court and the other parties the names and addresses of the persons who opt out by the date fixed by the Court.
7. The Plaintiff proposes that the Notice advising of certification, in a form approved by the Court, be disseminated to Class Members, in the following manner:

- a. published by posting a press release on the Canada Newswire within 10 days from the date of this Order. The press release shall attach a copy of the Notice of Certification (the "Press Release");
  - b. published by posting the Press Release on the Defendant's website under the 'Newsroom' section, available at *teranet.ca/news/*, in the manner which the Defendant ordinarily publishes press releases, for the duration of the litigation;
  - c. published once in the *Globe & Mail* and the *National Post* in a size no less than 1/6 page;
  - d. published once in the Association of Ontario Land Surveyors' publication, the *Ontario Professional Surveyor*, in a size no less than one full page;
  - e. published on Class Counsel's respective websites and on the website created for the class proceeding; and
  - f. delivered to the address of all class members who have made themselves known to Class Counsel.
8. The Plaintiff will ask the Court to order that the Defendant pay the costs of disseminating the Notice of Certification pursuant to a-c above, and the Plaintiff will bear the cost of the balance of the steps.

#### LITIGATION SCHEDULE

9. Class Counsel proposes the following schedule for the litigation:
- a. the scheduling and conduct of the motion for certification
  - b. the completion of pleadings: 2 months after certification
  - c. the documentary production and delivery of affidavits of documents by the parties: 3 months after completion of pleadings
  - d. the examinations for discovery: 3 months after document production
  - e. a motion for summary judgment: within 12 months of certification
  - f. the delivery of experts' reports: 3 months after examination for discovery; and

- g. the trial of the common issues: 3 months after delivery of expert reports
10. Class Counsel may also ask that the litigation schedule be amended from time to time, as required.

#### **PRESERVATION OF EVIDENCE**

11. The Defendant must preserve and produce all relevant information and documents whether in electronic or paper form.

#### **DOCUMENT EXCHANGE AND EVIDENCE**

12. The Defendant possesses most, if not all, of the documents relating to the common issues, such as licensing or assignment agreements with the Government of Ontario and records of all purchases of disputed material through the Teranet GeoStore, Teraview, and GeoWarehouse.
13. The Plaintiff will produce any documents in its possession relevant to the common issues.
14. Class Counsel anticipate and are equipped to handle the intake and organization of the large number of documents that will likely be produced by the Defendant. Class Counsel will use document management systems to organize, code, and manage the documents.
15. If required, the documents may be maintained on a secure, password-protected internet site for the purpose of providing access to members of Class Counsel via the internet.
16. The same document management system will be used to organize and manage all relevant documents in the possession of the Plaintiff.

#### **REPORTING TO AND COMMUNICATING WITH CLASS MEMBERS**

17. Class Counsel have developed and will maintain a website for this proposed class proceeding at *teranetclassaction.com* (the "Website"). Current information on the status of the action is posted on the Website and will be updated regularly. Copies of some of the Court documents and other information relating to the action are or will be accessible on the Website.
18. The website contains a "Contact Us" page, allowing putative Class Members to submit inquiries to Class Counsel. Inquiries are sent directly to Class Counsel, who will provide a prompt response.

## MOTIONS

19. Although the Plaintiff does not currently anticipate bringing any motions other than those indicated in this plan, additional motions may be required and will be scheduled as the action progresses.

## THE TRIAL OF THE COMMON ISSUES

20. The findings of fact and conclusions on the common issues will permit the judge at the common issues trial to give directions, pursuant to s. 25(3) of the *Class Proceedings Act* (the "CPA"), to deal with the remaining individual issues, including the distribution of any aggregate award, should the court agree that one can be made.

## **THE FOLLOWING TERMS OF THIS LITIGATION PLAN PRESUPPOSE THAT THE COURT DETERMINES THE COMMON ISSUES RELATING TO LIABILITY IN FAVOUR OF THE CLASS**

21. Assuming that the common issues are resolved by judgment in favour of the Class, the representative Plaintiff will ask the judge at the common issues trial to make the necessary orders to allow the Class Members to proceed with the balance of the action in the manner set out below.

## NOTICE OF RESOLUTION OF COMMON ISSUES

22. The representative Plaintiff will ask the Court to:
- a. settle the form and content of a notice of resolution of the common issues (the "Notice of Resolution"); and
  - b. order that the Notice of Resolution be distributed substantially in accordance with the Notice Program set out above, except that the Notice of Resolution shall not be mailed to any Class Member who validly opted out in accordance with the procedure set out herein.

## SUPERVISION BY THE COURT

23. Pursuant to s. 25 of the CPA, the judge at the trial of the common issues will be asked to make orders as are necessary to determine all issues not determined at the common issues trial. Without limiting the generality of the foregoing, the Court will be asked to:
- a. set a claims deadline by which date claimants will be required to file their claims (the "Claims Bar Deadline");
  - b. approve the "Claim Form";

- c. appoint an Administrator to hold any monies recovered at the common issues trial and to implement this plan by, among other things, receiving and evaluating Claim Forms in accordance with protocols approved by the Court; and
- d. appoint referees to decide any issues not decided at the common issues trial, including any issues as to eligibility, causation and quantum of damages.

### **THE CLAIM FORM**

24. The Claim Form must deliver a completed Claim Form to the Administrator before the Claims Bar Date.

25. In and with the Claim Form, the claimant will, among other things:

- a. assert the basis of his or her eligibility as a Class Member;
- b. address any issues that are not determined at the common issues trial. For example, if the common issues trial judge decides that causation is an individual issue, then causation will be addressed in the Claim Form;
- c. deliver with the Claim Form relevant documents in his or her possession and under his or her control;
- d. specify the total claim of the claimant

26. The Administrator shall delivery a copy of the Claim Form and accompanying material to the Defendant.

27. The Defendant shall have 30 days after receipt of the Claim Form to file with the Administrator a written opposition to the Claim Form. If the Defendant fails to respond, the claimant will be entitled to the amount claimed in the Claim Form. The Administrator will send a copy of the written opposition to the claimant.

### **THE ADMINISTRATOR'S DECISION ON ELIGIBILITY**

28. The Administrator shall decide whether or not a claimant is a Class Member who is entitled to claim under this plan. The Administrator's decision shall be in writing and the Administrator shall send a copy of the decision to the claimant and the Defendant. This decision shall only decide whether or not the claimant is a Class Member.

29. Within 15 days of receipt of the Administrator's Eligibility Decision, the claimant or the Defendant may demand a review of the Administrator's decision by a Referee.

#### **REVIEW OF ADMINISTRATOR'S ELIGIBILITY DECISION BY THE REFEREE**

30. The eligibility review will be dealt with as a paper record review unless a Referee orders otherwise.
31. The review of the Administrator's eligibility decision shall proceed in such manner as the Referees direct and the Referees shall have the power to award costs of the review to the successful party.
32. The Referee's decision shall be deemed to be a report which will be confirmed on the expiration of 15 days after a copy is mailed or emailed or faxed to the claimant and the Defendant unless a notice of motion to oppose confirmation was served within that time as required by rule 54.09(b).

#### **DETERMINATION OF ALL INDIVIDUAL ISSUES INCLUDING THE ASSESSMENT OF DAMAGES**

33. If a claimant is a Class Member, he or she will be entitled to hearing before a Referee to determine any individual issues not decided at the common issues trial, including infringement and the amount of damages, if any, that the Defendant should be ordered to pay. The Defendant may participate in the reference.
34. The Referees shall decide all individual issues including whether the Class Member's copyrighted materials were infringed.
35. After determining the common issues, the trial judge will be asked to give direction as to whether and, if so, when the Referees' hearings may be in writing and when a hearing with oral evidence is necessary. The type of hearing will depend upon the nature and complexity of the claim and the amount of damages claimed by the Class Member.
36. A claimant and the Defendant may deal with and appear at a reference in person or with counsel or such other representative as he or she may designate in writing.
37. The Referees:
- a. shall establish the procedures to be followed;

- b. should have the power to award prejudgment interest and costs of the hearing; and
  - c. should have the power to make any order to allow the fair determination of the hearing.
38. To the extent that the Referees intend to implement procedures which are generic in nature, the Referees' proposed procedures will be tendered to the Court for approval, on notice to the parties.
39. Following any hearing, the Referee shall prepare a written report setting out his/her reasons for decision. The Referee will send the decision by mail or fax or email to the Class Member, the Defendant, the Administrator, and file it with the Court. The Referee's report shall be deemed to be confirmed upon the expiration of 15 days after it is filed with the Court unless the Defendant or the Class Member serves a notice of motion to oppose confirmation of the report within that 15 day period required by rule 54.09(b).

#### **THE DISTRIBUTION PROCESS**

40. As soon as practicable after each of the Referee's hearing is completed, the Administrator shall by motion, on notice to Class Counsel and the Defendant, report to the Court the proposed distribution for each Class Member, including the Class Member's prorated share of any prejudgment interest award that has been paid to the Administrator.
41. If there is no overall settlement with the Defendant and each claim must be proven and assessed, then the Defendant should be required to pay to the Administrator the amount of each judgment immediately after each report becomes final. The Administrator shall hold this money in trust and invest it as the Court directs.
42. If a lump sum is recovered from the Defendant at the common issues trial, no distribution to eligible Class Members shall be made until authorized by the Court. The Administrator may make an interim distribution if authorized by the Court.

#### **CY-PRÈS DISTRIBUTION**

43. If there is a residue from the recovered monies, (and any interest that has accrued thereon) after payment of all legal fees and expenses, administrative costs, and any taxes, the Court will be asked to authorize that this residue be distributed cy-près. The cy-près distribution shall be paid in such manner to such recipients and in such proportions as the

Court may decide at a further motion. The Defendant will be given notice of this motion.

#### **CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES**

44. The Court will be asked to fix the amount of Class counsel fees, disbursements and applicable taxes ("Class Counsel Fees"). Class Counsel will ask the Court to direct the Administrator and Defendant to pay the Class Counsel Fees out of the monies recovered or owing as a first charge.
45. The Court will be asked to fix the costs of the persons appointed to implement and oversee the Plan such as the Administrator and the Referees and to order payment of these costs as a second charge any monies paid by the Defendant.

#### **FINAL REPORT**

46. After the Administrator makes the final distribution to Class Members and to any cy-près recipients, the Administrator shall make its final report to the Court in such manner as the Court directs and the Court will be asked to then discharge the Administrator.

#### **REVIEW OF THE LITIGATION PLAN**

47. This plan will be reconsidered and may be revised under the continuing case management authority of the Court, if required, both before and after the determination of the common issues.

# ONTARIO LAND SURVEYORS

## Read this notice carefully as it may affect your rights

This class action notice was approved by the Honourable Madam Justice C.J. Horkins of the Ontario Superior Court of Justice

### The Class Action

In November 2010, Keatley Surveying Ltd. (the "Plaintiff") filed a lawsuit against Teranet Inc. (the "Defendant"). This lawsuit was approved as a class action on **DATE**.

### What does the Plaintiff want?

The Plaintiff seeks compensation for Teranet's alleged unauthorized use of its copyrighted drawings, maps, charts, or plans (the "Surveyors' Works"). The Plaintiff also seeks an order that Teranet stop using the Surveyors' Works in its database.

### Why am I getting this notice?

You are getting this notice because you may be a member of the Class.

### Am I a member of the Class?

Subject to some exceptions, you will be automatically included in the Class if you are an Ontario Land Surveyor whose Surveyors' Works have been entered in the Defendant's database without your written authorization or consent.

A full description of the Class can be found at [www.teranetclassaction.com](http://www.teranetclassaction.com), or by contacting class counsel at the address below.

### What does it mean to be part of a Class Action?

If you are a member of the Class, and have not opted out, you will be bound by the decisions the Court may make in relation to this case, whether favourable to you or not. You are also able to participate in any positive result that is achieved on your behalf.

### What if I don't want to be part of this Class Action?

If you do **not** want to be part of this class action, you must send a written request to be excluded from it to Branch MacMaster LLP at 1410 – 777 Hornby Street, Vancouver, BC, V6Z 1S4, before **DATE**. Once you exclude yourself, you will not be able to participate in any benefits that become available to the Class.

### Do I have to pay anything?

No. If the claim is successful, the Plaintiffs' lawyers will ask the court to award their fee based on the agreement made with the Plaintiffs. The amount sought will be between 25 and 33.3% of the amount recovered for the Class, plus reimbursement of expenses.

### What happens if I do nothing?

If you do nothing, you will be included in the Class. However, if you would like to receive updates about the action, you may wish to advise class counsel so that you can be included on their mailing list.

### For more information:

For more information, please visit [www.teranetclassaction.com](http://www.teranetclassaction.com)

or contact Class Counsel at the address below:

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OR

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**Defendant**

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**AFFIDAVIT OF GORDON KEATLEY  
(sworn March 11, 2011)**

I, GORDON KEATLEY, of the Township of Bidwell, in the Province of Ontario, MAKE OATH AND SAY:

**INTRODUCTION**

1. I am a duly qualified Ontario Land Surveyor ("O.L.S.") and the principal and operator of the professional corporation Keatley Surveying Ltd. ("Keatley"), the plaintiff in this action, and have personal knowledge of the matters to which I hereinafter depose, except where the statements were based on information and belief, in which case I have disclosed the source of the information. I believe the information to be true.

**BACKGROUND**

2. I grew up on Manitoulin Island, Ontario, and graduated from high school in 1991. In the same year I enrolled in a Survey Science program at University

of Toronto's Erindale Campus in Mississauga. I graduated in 1995 with a Bachelor of Science degree from the University of Toronto.

3. I was articled to my father, William J. Keatley, O.L.S., and was commissioned as O.L.S. #1883 on January 13, 2004.

4. In or about the summer of 1987 I started working in land surveying as a field assistant. I was promoted to crew chief in the mid-1990s and I took over supervision of field crews and management of the surveying aspects of William J. Keatley Limited in the summer of 2004.

5. I incorporated Keatley in May of 2007. I provide professional land surveying services through Keatley, which began operating in August 2007 and is duly authorized by the Association of Ontario Land Surveyors to provide land surveying services to the public.

6. Keatley succeeded William J. Keatley Limited, a professional surveying corporation that had operated for in excess of 30 years on Manitoulin Island. The owner and operator of William J. Keatley Limited, William (Bill) Keatley, is now employed as a consultant by Keatley.

#### **KEATLEY'S COPYRIGHTED WORKS**

7. In the course of providing its professional land surveying services, Keatley creates original drawings, maps, charts and plans. I am the only O.L.S at Keatley and the only person who has ever signed or authorized a plan of survey, or similar document that bears the name of Keatley. Keatley is the sole owner of all plans of survey created by Keatley and owns any copyrights in all plans of survey, and similar documents, created by its predecessors.

8. In addition to providing professional land surveying services, Keatley has also acquired a collection of records of past surveyors of the Manitoulin Island. These include the field notes, plans and sketches of T.J. Patten, who surveyed in the area in the late 1800's and early 1900s, Dane Wandabense, who had offices in Little Current and Espanola at different times in the mid-1900s, Lou Emon, who was based in Little Current in the 1960s, 1970s and 1980s, and the records of William J. Keatley Limited, which span from 1974 through 2007. When Keatley acquired these records, it also acquired any copyright in same, which I estimate to be in the order of approximately 4700 surveys. Attached as **Exhibit "A"** and **Exhibit "B"** are copies of agreements between Lou Emon and William J. Keatley Limited and between William J. Keatley Limited and Keatley, respectively.

## **TERANET AND ITS USE OF THE COPYRIGHTED WORKS**

9. According to the Teranet website, Teranet was formed by the Ontario Government in 1991 and tasked with creating an electronic land registration system for the province. Attached as **Exhibit "C"** is a copy of the Teranet "Who We Are" page, available on teranet.ca.

10. Teranet was privatized in 2003, and now operates the land registration system on a for-profit basis. Attached as **Exhibit "D"** is a copy of the press release announcing that the Ontario Government had sold its interest in Teranet Inc.

11. While it built the electronic land registration system for the Government of Ontario, Teranet was given access to the records in the existing land registration system. Teranet made digital copies these records, which included maps, plans, drawings, and surveys filed by Ontario Land Surveyors. Attached as **Exhibit "E"** is a copy of the teranet.ca description of the Teranet Document Services Centre.

12. Teranet has incorporated the digital copies of maps, plans, drawings and surveys either prepared or acquired by Keatley into an electronic database, and allows the public to make copies of those maps, plans, drawings and surveys, in exchange for fees payable to Teranet. Attached as **Exhibit "F"** is a copy of the Teranet Teraview Price Guide. Attached as **Exhibit "G"** is a copy of the teranet.ca sample of the services offered through Teranet GeoWarehouse.

## **I AM PREPARED TO ACT AS A REPRESENTATIVE PLAINTIFF**

13. I have retained Ward K. Branch of Branch MacMaster LLP and William S. O'Hara of Gardiner Roberts LLP to represent me in this matter. Attached as **Exhibit "H"** and **Exhibit "I"** are copies of the biographies of Ward Branch and William S. O'Hara, respectively.

14. I am prepared to act as a representative plaintiff of the proposed class.

15. I understand that the major steps in this proposed class action have been and will generally be as follows:

- (a) the action was started by the issuance of a statement of claim on November 12, 2010;
- (b) the defendant served my lawyers with a notice of intent to defend;

- (c) my lawyers made a request for this action to be assigned to a Case Management Judge, and the action was consequently assigned to Madam Justice C.J. Horkins;
- (d) a motion for certification will be filed;
- (e) cross-examinations on the affidavits filed on the certification motion may be held;
- (f) there will be a court attendance before Madam Justice C.J. Horkins where the lawyers will argue whether the action can proceed (be certified) as a class action;
- (g) if the court certifies the action as a class proceeding, notice of the certification order will be given to Class Members, who will be given the opportunity to opt out of the class action within a fixed period;
- (h) if the court certifies the action, the court will determine the common issues to be tried;
- (i) I must list in an affidavit all relevant documents and the defendant also must list all their relevant documents;
- (j) examinations for discovery will be held, during which lawyers for the defendant will ask me questions and my lawyers will ask questions of a representative of the defendant;
- (k) conferences will be held with the judge from time to time;
- (l) if the action is not settled, there will be a trial of the common issues and the court will decide whether or not the Defendant is liable and whether damages will be awarded;
- (m) then, the court will decide upon a procedure for the assessment of damages if damages cannot be assessed globally;
- (n) if damages are to be assessed individually, notice will be given to the Class Members to give them the opportunity to participate at this stage to prove their damages;
- (o) appeals may be taken at various stages of the class action; and

- (p) at any stage the class action may be settled but only with court approval.

16. I also understand that, in agreeing to seek and accept an appointment by the court as a representative plaintiff, it has been and is my responsibility, among other things:

- (a) to become familiar with the issues to be decided by the court;
- (b) to review the statement of claim;
- (c) to assist in the preparation and execution of this affidavit in support of the motion for certification;
- (d) if necessary, to attend with my lawyers for cross-examination on this affidavit;
- (e) to assist in the preparation and execution of an affidavit of documents (listing documents I have or have had);
- (f) if necessary, to attend with my lawyers for examination for discovery when I will be asked questions;
- (g) to attend with my lawyers at the trial of the common issues and give evidence regarding the case, if required;
- (h) to receive briefings from and to instruct my lawyers;
- (i) to express in some circumstances my opinions on strategy to my lawyers;
- (j) to express my opinion to my lawyers and to the court if settlement positions are to be formulated;
- (k) to express my opinion to my lawyers and to the court if offers to settle are made;
- (l) to assist in the preparation of and execution of an affidavit in support of court approval of any settlement;
- (m) to negotiate and execute an agreement fixing my lawyers' fees and disbursements and to seek the court's approval of our agreement; and

(n) to communicate with Class Members, as required.

17. To date, I have taken the following steps and others to fairly and adequately represent the interests of the Class Members:

- (a) retained and instructed my lawyers;
- (b) provided documents and other information to my lawyers; and
- (c) aided in drafting the Statement of Claim and this affidavit.

18. If appointed as a representative plaintiff, I intend to continue to represent the interests of the Class members by instructing my lawyers, by following all developments in the action and by participating in the action as required.

19. Attached as **Exhibit "J"** is a copy of a proposed Litigation Plan providing, among other things, for notice to the Class members if the action is certified and a workable method for advancing the proceeding. I have reviewed the notice program and believe that, if implemented, it should notify many Class Members. I do not have any expertise which would permit me to evaluate the legal aspects of this Plan, but I accept that this Plan has been formulated and drafted by my lawyers and that they will be urging the court to adopt it.

20. The common issues presently being proposed are set out in the document attached as **Exhibit "K"**. I do not have, on any of these issues or issues arising out of them, any conflict with the interests of any other Class Members.

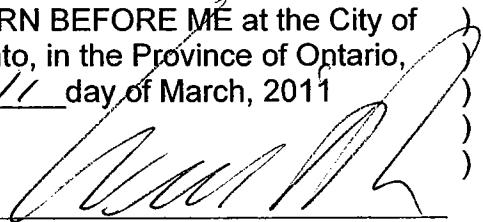
21. I believe that I can fairly and adequately represent the interests of the Class and I am committed to fulfilling my responsibilities should the court see fit to appoint me.

22. My lawyers have advised me that if I were to commence an individual action against the defendant, the legal fees could be in the hundreds of thousands of dollars, or more, and the costs required to fund the expenses necessary to prosecute the action would be substantial. Based on this advice, I do not believe that I could afford to prosecute my own action against the defendant.

23. My lawyers have informed me that they will fund all expenses necessary to prosecute this class action to a successful conclusion.

24. I swear this affidavit in support of the motion for, among other things, certification and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 11 day of March, 2011



Commissioner for taking affidavits

*WILLIAM S. O'HARA*



GORDON KEATLEY

# This Indenture

made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

## Between

LOUIS EMON

whose address is:

Little Current, Ontario  
POP 1K0

hereinafter called the "Bargainor"  
OF THE FIRST PART.

and

WILLIAM J. KEATLEY LIMITED

whose address is:

Little Current, Ontario  
POP 1K0

hereinafter called the "Bargainee"  
OF THE SECOND PART.

WHEREAS the Bargainor is possessed of the goods, chattels and effects hereinafter set forth, described and enumerated, and has contracted and agreed with the Bargainee for the absolute Sale to him thereof, for the sum hereinafter mentioned:

NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of TWELVE THOUSAND, FIVE

HUNDRED-----(\$12,500.00)----- Dollars of lawful money of Canada, paid by the said Bargainee to the said Bargainor at or before the sealing and delivery of this indenture (the receipt whereof is hereby acknowledged), the said Bargainor doth bargain, sell, assign, transfer and set over unto the said Bargainee ALL THOSE the said goods, chattels and effects described as follows:

|                       |            |
|-----------------------|------------|
| EDM & TRANSIT         | \$2,500.00 |
| PRINTER               | 1,000.00   |
| GAS DRILL             | 1,500.00   |
| TRANSIT               | 1,000.00   |
| METAL DETECTOR        | 800.00     |
| 8 FILING CABINETS     | 1,600.00   |
| DRAFTING TABLE        | 400.00     |
| DRAFTING ARM          | 200.00     |
| T.E. CALCULATOR       | 500.00     |
| OFFICE MISC.          | 500.00     |
| FIELD NOTES & RECORDS | 2,500.00   |

This is Exhibit "A" referred to in the affidavit of Gordon Keatley sworn before me, this \_\_\_\_\_ day of March 20, 1911

A COMMISSIONER, ETC.

Full names  
(not initials)  
of both parties

all of which said goods, chattels, and effects are now in the possession of the Bargainor and are located

Little Current, Ontario

AND all the right, title, interest, property, claim and demand whatsoever of the Bargainor of, in, to, and out of the same, and every part thereof.

TO HOLD the hereinbefore assigned goods, chattels and effects and every of them and every part thereof, and all the right, title and interest of the Bargainor therein and thereto, unto and to the use of the Bargainee.

AND the Bargainor doth hereby, for himself, covenant, promise and agree with the Bargainee in manner following, that is to say: THAT the Bargainor is now rightfully and absolutely possessed of and entitled to the hereby assigned goods, chattels and effects and every of them, and every part thereof; AND that the Bargainor now has in himself good right to assign the same unto the Bargainee in manner aforesaid, and according to the true intent and meaning of this indenture; AND that the Bargainee, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the hereby assigned goods, chattels and effects and every of them, and every part thereof, to and for his and their own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Bargainor or any person or persons whomsoever; AND that the Bargainee shall hold the assigned goods, chattels and effects and every of them free and clear and freely and absolutely released and discharged (at the cost of the Bargainor) from all former and other bargains, sales, gifts, grants, charges and encumbrances whatsoever, and the Bargainor hereby indemnifies the Bargainee with respect thereto;

AND, moreover, that the Bargainor and all persons rightfully claiming, or to claim any estate, right, title or interest of, in, or to the hereby assigned goods, chattels and effects and every of them and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the Bargainee, but at the cost and charges of the Bargainee make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the hereby assigned goods, chattels and effects unto the Bargainee in manner aforesaid, and according to the true intent and meaning of this indenture, as by the Bargainor, or his Counsel in the law shall be reasonably advised or required.

IT IS AGREED that this Indenture and everything herein contained shall enure to the benefit of and be binding upon the executors, administrators and assigns or successors and assigns of the parties hereto respectively.

IT IS FURTHER AGREED that wherever the singular and masculine are used throughout this Indenture, they shall be construed as if the plural or the feminine or the neuter had been used: where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the Bargainor has executed these presents

this 9th day of December, 19 86.

SIGNED, SEALED AND DELIVERED

In the presence of

*[Handwritten signature]*  
Nancy Lantaigne

*[Handwritten signature]*  
LOUIS EMON

WILLIAM J. KEATLEY LIMITED

PER: *[Handwritten signature]*  
WILLIAM J. KEATLEY

AFFIDAVIT OF EXECUTION BY INDIVIDUAL

I, Nancy Lanteigne  
of the Town of Little Current  
in the District of Manitoulin

make oath and say:

1. I am a subscribing witness to the attached bill of sale and I was present and saw it executed  
at Little Current on the        day of December 19 86  
by LOUIS EMON & WILLIAM J. KEATLEY

2. I verily believe that each person whose signature I witnessed is the party of the same name referred to in the bill  
of sale.

SWORN before me at the Town of Little  
Current in the district of  
Manitoulin  
this        day of December 19 86

} Nancy Lanteigne  
NANCY LANTEIGNE

  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

AFFIDAVIT OF EXECUTION BY CORPORATION

I,  
of the  
in the

make oath and say:

1. I am a subscribing witness to the attached bill of sale and I was present and saw it executed  
at        on the        day of        19         
on behalf of        (name of corporation)  
by        and         
the        and        respectively,  
of the said corporation.

2. I know the said        and the said         
and know them to be the        and         
respectively, of the said corporation.

SWORN before me at the  
this        day of        19       

}

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

AFFIDAVIT OF BONA FIDES

If made by an agent, or by an officer of a corporation, the following clause must be added at the end of the affidavit:

"And that I am aware of all the circumstances connected with the said bill of sale and have personal knowledge of the facts herein deposed to."

If made by an officer or agent of a corporation, he must be authorized to do so by a resolution of the directors, and a certified copy thereof must be attached to the bill of sale.

I, WILLIAM J. KEATLEY

of the Town of Little Current

in the District of Manitoulin

the Bargainee in the attached bill of sale named, make oath and say:

THAT the sale therein made is bona fide and for good consideration, namely the sum of \_\_\_\_\_ dollars, as set forth in the said conveyance, and is not for the purpose of holding or enabling the Bargainee to hold the goods mentioned therein against the creditors of the Bargainor therein named.

SWORN before me at the Town of Little Current in the District of Manitoulin

*William J. Keatley*  
WILLIAM J. KEATLEY

this 9th day of December, 19 86

*Norm Peterson*

Notary Public, a Commissioner, etc.,  
a Commission Expires on 14th November, 1988.  
Barnett, Bonfield and Solicitors,  
Middleton &

Dated December 1986

LOUIS EMON

AND

WILLIAM J. KEATLEY LIMITED

Bill of Sale

Newcome and Gilbert, Limited, Form 346

1. The undersigned William J. Keatley Limited, a professional corporation incorporated under the laws of Ontario, the post office address of which is Water Street P.O. Box 578, Little Current, Ontario, Canada, P0P 1K0, and William J. Keatley, O.L.S., (the "Assignors") in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby grant, assign and convey absolutely to Keatley Surveying Ltd., a professional corporation incorporated under the laws of Ontario (the "Assignee"), the post office address of which is P.O. Box 578, Little Current, Ontario, P0P 1K0, all the copyrights and other rights, title and interest, including all goodwill arising therefrom, which the Assignors have in and to the plans of survey, sketches, reference plans, photographs, notes and other similar artistic works, as defined in s. 3 of the *Copyright Act*, whether in tangible form or digital form, (hereafter referred to as the "Works") created by or on behalf of the Assignors and those purchased from L.A. Emon, O.L.S. and D. Wandabense, O.L.S., including, without limitation:

- (a) Any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Works;
- (b) All works based upon, derived from, or incorporating the Works;
- (c) All rights, including copyright, to any modifications or other alterations to the Works.
- (d) All income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Works;
- (e) All causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Works.

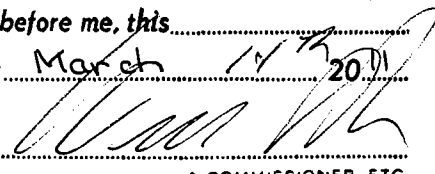
2. The Assignors' signatures on this Assignment indicate the Assignors' representations and warranties that:

- (a) The Assignors are the sole authors and sole owners of the copyrights in and to the Works created by them;
- (b) The Works contain nothing libellous or contrary to the law; and
- (c) The Assignors have full power and authority to enter this Agreement.

3. For greater clarification, it has always been the intention of the Assignors to transfer to the Assignee all of the copyrights to the Works described herein, as well as the Works themselves.

4. The Assignee accepts this Assignment.

This is Exhibit "B" referred to in the affidavit of Gordon Keatley sworn before me, this \_\_\_\_\_ day of March 14<sup>th</sup> 2011



A COMMISSIONER ETC

W. S. O'HARA

I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY AND UNDERSTAND THAT IT IS AN ASSIGNMENT FOR MY COPYRIGHTS AND ASSOCIATED RIGHTS.

WITNESS:

Tim Phillips  
Signature

TIM PHILLIPS  
Printed Name

SEPTEMBER 1, 2007  
Date

WILLIAM J. KEATLEY LIMITED

William J. Keatley  
Signature

WILLIAM J. KEATLEY  
Printed Name

SEPTEMBER 1, 2007  
Date

WITNESS:

Tim Phillips  
Signature

TIM PHILLIPS  
Printed Name

SEPTEMBER 1, 2007  
Date

WILLIAM J. KEATLEY, O.L.S.

William J. Keatley  
Signature

WILLIAM J. KEATLEY  
Printed Name

SEPTEMBER 1, 2007  
Date

WITNESS:

Tim Phillips  
Signature

TIM PHILLIPS  
Printed Name

SEPTEMBER 1, 2007  
Date

KEATLEY SURVEYING LTD.

Gordon R. Keatley  
Signature

GORDON R. KEATLEY  
Printed Name

SEPTEMBER 1, 2007  
Date

## about teranet



## About Teranet

[Who We Are](#)[Executive Team](#)[Newsroom](#)[News Releases](#)[Awards & Recognition](#)[Careers](#)[Working at Teranet](#)[Career Opportunities](#)[Contact Us](#)**What does Teranet do?**

Teranet built and manages one of the world's most advanced land registries, Ontario's Electronic Land Registration System, as well as offering a suite of related data products that deliver solutions to clients in real estate, the legal community, healthcare and government.

We deliver uncompromised protection of records and personal information, while enhancing the performance and effectiveness of our partners. Our strength is our ability to form trustworthy relationships that allow us to build and maintain secure, accountable and confidential environments. The result of this work has fundamentally increased the real estate industry's ability to provide efficient and secure services to customers.

**How long has Teranet provided this service in Ontario?**

For nearly 20 years, Teranet has consistently delivered innovative solutions that have transformed the way electronic data and transactions are managed in Ontario. We measure our success based on stability, data integrity and the consistent delivery of innovative and cost-effective products and services that deliver value for our customers.

**What is the Electronic Land Registration System?**

Teranet provides access to Ontario's Electronic Land Registration System, one of the first electronic land registration system in the world. This system enables customers to conduct electronic registrations as well as conduct title and writ searches relating to real property.

**Who uses Teranet services?**

Teranet's electronic services are used by over 250 municipalities and institutions, 42 real estate boards, and more than 80,000 real estate and land registration professionals, including lawyers and law clerks, conveyancers, brokers, agents, lenders and insurers.

**When was Teranet founded?**

Teranet was founded in 1991 with a mission to create an electronic land registration system on behalf of the Ontario government.

The task involved updating a complex 200-year-old paper-based system to create a database containing records for more than five million parcels of land. Teranet now operates the system on behalf of the Ontario government and enables remote electronic access via streamlined and secure operations, primarily for lawyers, conveyancers and financial institutions. The need to physically visit local Land Registry Offices has been eliminated in most cases.

**Where is Teranet's corporate head office?**

We are located at:  
123 Front Street West, Suite 700  
Toronto, ON  
M5J 2M2

**Fast Facts**

Teranet has led a 20-year automation and legal conversion of Ontario's property records to create a world-class Electronic Land Registration System that has transformed the way electronic data and transactions are managed in Ontario.



This is exhibit "C" referred to in the  
affidavit of Gordon Keatley  
sworn before me, this 11<sup>th</sup>  
day of March, 2011

property information and transaction solutions  
teraview® technology[About Teraview](#)[Getting Started](#)[Quick Tasks](#)[Purchase Teraview](#)[Download Software](#)[Mortgage Schedules](#)[MULTI](#)[Reset Pass Phrase](#)[System Status](#)[Inside Teraview](#)[Product Overview](#)[MIS](#)[Training](#)[Reference Material](#)[Rollout Schedule](#)[Customer Service](#)[Contact Us](#)**NEWS ITEM - August 7, 2003****Government Sells its Ownership Interest in Teranet**

On August 7, 2003 it was announced that Teramira Holdings Inc., the private consortium that has owned 50 per cent of Teranet Inc. since 1993, has acquired the government-owned portion of the company.

As a valued Teraview customer, you may have questions about what this transaction means to you, to Teranet, and to the company's products and services.

It should be understood that it's business as usual at Teranet. Teramira Holdings Inc. has been a part of this company for more than 10 years - they understand our business, our mission and our vision, and their full acquisition of the company signals the faith they have in our ability to continue to grow our product line, market share and profitability.

Fees for basic search and registration services are frozen until April 2006. For our standard fees, please check the [fee schedule](#). Beyond that, it remains up to the Ontario Government to approve any amendments to that fee structure. Teranet will however, continue its strategic direction of seeking ways to add value to the Teraview product offering.

At Teranet, we will continue to focus on what has made us successful since 1991: developing business-to-business and business-to-government secure e-service solutions and delivering service potential in the land, legal and financial services industries, as well as enabling electronic government service delivery.

We will provide regular updates if any aspect of the ownership transition affects our customers in any way. In the meantime, thank you for your continued support.

[Back](#)

is Exhibit "D" referred to in the  
affidavit of Gordon Keatley  
sworn before me, this 11<sup>th</sup>  
day of March, 2004

A COMMISSIONER, ETC

**About Teranet**

- [Who We Are](#)
- [Executive Team](#)
- [Newsroom](#)
- [News Releases](#)
- [Awards & Recognition](#)
- [Careers](#)
- [Working at Teranet](#)
- [Career Opportunities](#)
- [Contact Us](#)

**Document Images**

Since its inception in 1997, the Teranet Document Services Centre (DSC) has proven to be a vital link to both the automation project and Teraview clients. The DSC's core competency is data capture and conversion – converting hard copy records to image indexing them, making them accessible to internal and external claims for viewing. The DSC captures records of varied quality dependent on factors such as age and legibility and from several mediums such as microfilm, paper and Mylar.

The DSC manages the largest land-related image database in North America. This database currently contains over 180 million images and continues to grow.

Archival microfilm rolls created by staff at Land Registry Offices are retrieved from the Ontario Government Records Centre, scanned, quality controlled (QC) and stored on CD ROMs creating a supplementary inventory at the DSC. There are currently over 10,000 CD's housed at the DSC locates requested documents on these CD's, then indexes, conditions and QCs the images and loads them into the appropriate image database for clients to view.

The DSC also has a team that travels to various LRO's in order to scan and indexing all plans/drawings and large bound and oversized books. To date we have visited 39 LRO's and captured over 650,000 plans and over 1000 books.

Requests for documents falling outside the DSC inventory range from internal and external clients are sent to the corresponding LRO to be processed. Support staff in the LRO scan the requested document, index it and transmit the images to the DSC. These images are then QC'd and loaded into the appropriate image database. The support staff in each LRO also captures all new registered documents on a daily basis, and all new registered plans weekly in order to maintain a current records inventory of each LRO in our image database.

Images of active POLARIS documents and plans are loaded into the Teraview image database. These images are available for viewing remotely by Teraview customers. As an additional service, the DSC also provides hard copies of documents and plans by either courier or fax to clients as requested.

Various types of equipment are utilized at the DSC in order to facilitate handling the diverse records encountered. The DSC has the ability to scan, index and print large plans or drawings, convert and index microfilm rolls and scan regular size paper documents. Technologies currently in use at the DSC include OCR; voice read-back; bar coding (both virtual and physical); auto indexing; watermarking and annotating.

Driven by high customer expectations, the DSC continually exceeds the needs of both internal and external clients. By ensuring the good working relationships and open lines of communication with all customers, the DSC strives for the most efficient, quality solutions for records retrieval and delivery challenges. The accomplishments of the DSC demonstrate their capabilities and potential for future growth in areas of records capture and management.

**POLARIS**

- [Record Organization](#)
- [Mapping Products](#)
- [Document Images](#)
- [Title Automation and Conversion Group](#)
- [Legal and Quality Assurance](#)



This is Exhibit "E" referred to in the  
 affidavit of Gordon Keatley  
 sworn before me, this 11th  
 day of March 2011.  
 Legal terms of use security

## Teraview 6.0 pricing: software

|   |  |                   |
|---|--|-------------------|
| <b>getting started package</b><br>(limit one package per account) | Includes one licence to install the Teraview software on one PC, one POLARIS® Default Key Land Registry Office, one WritSearch™ Default Key Enforcement Office, access to Teraview Training System and one Personal Security Licence.            | \$595<br>/package |
| <b>additional user package</b>                                    | Includes one licence to install the Teraview software on one PC and one Personal Security Licence.   | \$345<br>/package |
| <b>additional personal security licence</b>                       | Provides the security profile required to access the Teraview software. Required for <i>each</i> individual who will be using the Teraview software  | \$195<br>/package |
| <b>additional software licence</b>                                | Allows purchasers of the Getting Started Package to install Teraview software on an additional PC. No CD-ROM or Guides included.   | \$180<br>/licence |
| <b>installation guide</b>   | Step-by-step instructions on how to install your new software.   | Free<br>online    |
| <b>quick reference guide</b>                                      | A condensed version of the online Reference Guide that covers the main features of the Teraview software.  | Free<br>online    |
| <b>electronic registration procedures guide</b>                   | The Province of Ontario's procedural requirements for submitting documents for registration electronically using the Teraview software.  | Free<br>online    |
| <b>eLearning course</b>   | An interactive online course designed to help users learn features and functions of the Teraview software. To access, log on to <a href="http://www.teraview.ca">www.teraview.ca</a> and click the Learning link in the Getting Started section. | Free<br>online    |
| <b>additional key<br/>land registry office (LRO)</b>              |  | \$300<br>/year    |
| <b>additional key<br/>enforcement office (EO)</b>                 |  | \$60<br>/year     |

Pricing and payment terms are subject to the Teraview Terms and Conditions.  
 Unless otherwise specified, all prices are subject to GST and PST. \*Subject to GST only.  
 Visit [www.teraview.ca](http://www.teraview.ca) for detailed system requirement information.

This is Exhibit "F" referred to in the affidavit of Gordon Keatley sworn before me, this 11<sup>th</sup> day of March 2011. Teraview 6.0 pricing: transactions

property information and transaction solutions  
teraview® technology

| e-reg™  | key land registry office (LRO)                                  | non-key land registry office (LRO)                              |
|---|---|---|
| <b>Parcel Registers</b>                             |   |   |
| First Page  | \$18.00   | \$28.00   |
| Each Additional Page                                | \$ 2.00   | \$ 2.00   |
| <b>Adjacent Parcel Registers</b>                    |   |   |
| First Page  | \$10.50   | \$10.50   |
| Each Additional Page                                | \$ 2.00   | \$ 2.00   |
| <b>Inactive Parcel Registers</b>                    |   |   |
| First Page  | \$ 1.00   | \$ 1.00   |
| Each Additional Page                                | \$ 0.00   | \$ 0.00   |
| <b>Power of Attorney Search</b>                     | \$18.00   | \$18.00   |
| <b>Document Registrations</b>                       | \$70.00 each  | \$70.00 each  |
| <b>Retrieve map</b>                                 | \$ 5.00 each display of parcel map                              | \$ 5.00 each display of parcel map                              |
| <b>Online document viewing</b>                      | \$ 3.00 per document  | \$ 3.00 per document  |
| <b>Email copies of documents</b>                    | \$ 1.00 per page  | \$ 1.00 per page  |
| <b>Courier copies of documents</b>                  | \$ 1.00 per page**  | \$ 1.00 per page**  |
| <b>Online plan viewing</b>                          | \$15.00 each  | \$15.00 each  |
| <b>Email copies of plans</b>                        | \$15.00 each  | \$15.00 each  |
| <b>Courier copies of plans</b>                      | \$15.00 each**  | \$15.00 each**  |
| <b>Courier charges on plans and other documents</b> | \$15.00** per package for next day delivery anywhere in Ontario | \$15.00** per package for next day delivery anywhere in Ontario |

| WritSearch™                | key enforcement office (EO)                       | non-key enforcement office (EO) |
|----------------------------|---|---------------------------------|
| <b>Name search</b>         | \$11.00   | \$14.00                         |
| <b>Writs detail report</b> | \$ 6.00<br>(to a cap of \$60 for one name search) | \$ 6.00                         |

| other charges                        | self service (in Teraview software)        | assisted services (up to previous 24 months) |
|--------------------------------------|--|--|
| <b>Account summary report</b>        | Free (up to previous 3 months)             | \$100.00 per month                           |
| <b>Detailed activity report</b>      | Free (up to previous 24 months)            | \$100.00 per month                           |
| <b>Deposit account charge report</b> | Free (up to previous 24 months)            | \$100.00 per month                           |
| <b>Docket tax/fee summary</b>        | Free (up to previous 24 months)            | \$100.00 per month                           |
| <b>Work in progress access</b>       | Free (messaging, grant access or recreate) | \$100.00 per instrument                      |

Requests for reports exceeding previous 24 months will be priced on a project basis, please submit request through Teraview Customer Service.

|   |  |
|---|--|
| <b>Non-payment of Registration Fees, Applicable Land Transfer Tax, Retail Sales Tax Fee and DAPP top-up</b>   | \$40.00 per instance<br>\$100.00 per PIN (not compliant with terms of Withdrawal Authorization Form) |
| <b>Personal Security Licence transfer fee</b> (visit <a href="http://www.teraview.ca/systemreqs.html">www.teraview.ca/systemreqs.html</a> for more details) | \$25.00*   |

**Pricing and Payment Terms**

- \* Fees include statutory services supplied on behalf of the Ontario Government under exclusive license. GST applicable to non-statutory portion of all fees.
  - \*\* Subject to PST
  - One free Default Key Land Registry Office (LRO) per Teraview Account.
  - One free Default Key Enforcement Office (EO) per Teraview Account.
  - All accounts for the same organization located in the same jurisdiction will have the same Default Key LRO and Default Key EO set-up.
  - Accounts set up their Default Key LRO, Default Key EO, Additional Key LRO(s) and Additional Key EO(s) for twelve month periods starting October 1st of each year and are automatically renewed at the beginning of the next subscription period unless notified by a Change Request Form (Form 401) signed by the Teraview Account Holder Representative.
  - Additional Key LRO and Additional Key EO subscription fees will be paid via an automatic withdrawal from the Account Holder's Teraview Deposit Account on October 1st of each year.
  - Accounts can add Additional Key LRO(s) and Additional Key EO(s) throughout the year and pay a prorated amount equaling the annual Additional Key LRO and Additional Key EO subscription fee (monies withdrawn from the Teraview Deposit Account) at the time the Additional Key LRO(s)/EO(s) is added to the account.
  - Accounts can change their Default Key LRO/EO and Additional Key LRO(s)/EO(s) on or before September 24th of each year with such changes to take effect on the annual renewal date. Changes with respect to adding Additional Key LRO(s)/EO(s) and changes to the Default Key LRO/EO due to the following will take effect within 5 business days of receipt of signed Change Request Form (Form 401):
    - Your organization relocates to another jurisdiction during the subscription term.
    - Your organization's preferred land registry office was not available upon sign-up to Teraview. This switch must be requested within 90 days of the LRO becoming available. All EOs have been automated, therefore this allowance will only apply to LROs.
    - There are no refunds for cancelled Additional Key LRO/EO subscription fees paid during the subscription period.
- Pricing and payment terms are subject to the Teraview Terms and Conditions.

