Gestalt Communications

November 17, 2025

Overview

1. This letter of agreement constitutes a legal and binding contract between Gestalt Communications Inc. (hereinafter "Gestalt"), and Affleck Greene McMurtry LLP (hereinafter "AGM") for services related to public relations, strategic communications, public affairs, and crisis management advisory support (collectively, the "Services") in connection with AGM's client, the Corporation of the Township of Springwater (the "Township").

Objectives

Gestalt will provide crisis management, public relations, and public affairs advisory services to AGM in relation to a municipal and political matter involving the Township and the Office of the Mayor (the "Matter") that carries reputational, political, and stakeholder implications in the general public and within specific communities and institutions.

Scope of Work

Services to be provided under this agreement are based on the project proposal sent to AGM and attached as Appendix A and include:

- Strategic Advisory and Communications Planning
    - Development of a tailored strategic communications, issues management, and crisis response plan based on a situational assessment of the Matter.
    - Ongoing strategic counsel to AGM and, as directed by AGM, to the Township and the Mayor's Office regarding public perception, reputational risks, political implications, and communication timing.
- Key Message Development
    - Drafting and refinement of key messaging to be used across all communications, tailored to different audiences (e.g., local residents, provincial decision-makers, media, stakeholders, internal audiences).
    - Ensuring messaging supports the legal strategy and reflects the Township's stated values, commitments, and long-term interests.
- Internal and External Communications Support
    - Drafting and reviewing internal communications as needed (e.g., to staff, councillors, advisory bodies, or affiliates).

    - Preparation and/or review of external communications, including public statements, Q&As, and web/social media messaging.
- Media and Press Engagement
    - Drafting of media lines, media Q&As, and, if agreed, press releases and related materials.
    - Advising on media engagement strategy, timing, and potential spokesperson preparation.
- Stakeholder and Public Affairs Communications
    - Development and/or review of direct communications to key stakeholders (e.g., provincial officials, community groups, partners, allied municipalities, institutional stakeholders).
    - Support in determining appropriate tone, channel, and sequencing for stakeholder outreach.
- Responsive Advisory and Issue Monitoring
    - Responsive advisory as the situation evolves.
    - Support with monitoring public reaction, media coverage, and political developments, and advising on necessary adjustments to the communications plan.

All deliverables and communications will be subject to approval by AGM and, where appropriate, the Township and the Mayor's Office, and developed in alignment with the broader legal strategy.

Timeline

This Agreement shall become effective as of the date of last signature and will remain in effect for a minimum period of three (3) months (the "Initial Term").

At or near the end of the Initial Term, the parties may, by mutual agreement in writing (including email), extend this Agreement on a month-to-month basis on the same or revised terms. Any notice of renewal will be required by the end of the Initial Term.

Professional Fees & Billing





Expenses



Break clause, contractual matters and resolution, governing law and language

Should payments to Gestalt remain outstanding for more than fifteen (15) days after AGM has received the corresponding funds from the Township, work will cease on this project until such time as that payment is made.

This Agreement shall be governed by the laws of the Province of Ontario, Canada, and the language of the Agreement shall be English. Any contractual disputes or eventualities will be adjudicated in and under the jurisdiction of the courts of Ontario, Canada.

Confidentiality

Gestalt acknowledges the possibility of learning certain confidential information from AGM and/or the Township. Gestalt will maintain confidentiality. However, these obligations do not apply to information or materials that:

1) are provided to the press or public as part of the goals of this engagement and approved by AGM;
2) are or become generally known by third parties other than as a result of an act or omission by Gestalt;
3) were already independently known by Gestalt prior to receiving them from AGM or the Township;
4) are developed independently by Gestalt without reference to the confidential information; or
5) are required by law or a governmental agency to be disclosed, provided Gestalt promptly notifies AGM of such requirement (where legally permissible) so that AGM and/or the Township can seek to obtain a protective order or similar remedy.

Gestalt understands it is being retained through AGM to support a legal matter and will structure its work, where reasonably possible, to help preserve solicitor-client and litigation privilege, under AGM's direction, recognizing that privilege is ultimately determined by law and the courts.

Relationship

Gestalt is an independent entity and neither Gestalt nor AGM shall act as the agent or joint venture of the other, except to the extent that this agreement authorizes Gestalt to act on behalf of AGM and the Township consistent with the project scope and approach.

Warranties, Liability and Indemnification

AGM represents and warrants that all information provided to Gestalt about this Matter is, to the best of its knowledge, complete and accurate.

Gestalt will use its best efforts to achieve AGM's goals, but Gestalt does not guarantee or warrant any specific results or that those goals will ultimately be achieved. The services described in this agreement will be provided in a professional manner and without warranty or guarantee, whether express or implied.

AGM indemnifies and holds harmless Gestalt, its officers, directors, employees, contractors, successors and assigns from and against any and all liability, loss, costs, or damages, including attorneys' fees, arising out of or pursuant to this agreement and for any claims of slander, defamation, or mischaracterization as a result of this campaign, except to the extent caused by Gestalt's gross negligence or wilful misconduct.

In the event of liability of Gestalt, for any reason and despite provisions in this agreement to the contrary, that liability is limited to the amount of fees actually received by Gestalt in connection with this agreement. In no event is Gestalt liable for any special, incidental, consequential or punitive damages, any damages based on injury to person or property, or any lost profits.

Amendment

This Agreement may not be modified or amended except by an instrument in writing signed (including by email confirmation) by the parties hereto.

Signatures

Signed on this 17th day in the month of November in the year 2025 on behalf of Gestalt:

Name: Bakir Alazawi, CSO Gestalt Communications

Signature: [redacted]

Signed on this 18th day in the month of November in the year 2025 on behalf of AGM:

Name: Michael Binetti

Signature: [redacted]

Appendix A

Gestalt Communications

Township of Springwater – AGM Lawyers

Project Proposal: Proposal for Strategic Communications, Public Affairs & Crisis Management Advisory

Prepared for: William McLennan & Michael Benetti - AGM Lawyers
Date: November 15, 2025

The Mandate

We understand that Gestalt Communications will be retained directly by AGM Lawyers to provide integrated strategic communications, public affairs, and crisis management counsel to your client, the Corporation of the Township of Springwater, with a focus on supporting the Office of the Mayor.

We understand the Mayor is facing a multi-front crisis. This is no longer just a policy dispute between municipal councillors; it is a political and communications conflict over the future of the township, in which some actors' interests appear misaligned with the long-term public interest of Springwater residents.

The current situation in Springwater is a high-stakes conflict being fought on two integrated fronts:

- **The Public-Facing Front:** The support for the Barrie agreement is at risk as the opposition influences the narrative. They are attempting to reframe the debate around the Mayor's use of "strong mayor" powers, painting her as "tyrannical" and "anti-democratic." This false narrative is drowning out the *actual benefits* of the deal.
- **The Political & Legal Front:** The Barrie agreement is facing hostile opposition from a council bloc, developers with a vested interest, and their legal counsel, Loopstra Nixon. There is an active campaign being mounted against Mayor Coughlin and damaging the Township's progress towards completing this deal, in order to protect private interests.

The central risk is that the province mandates the land transfer but *not* the servicing and compensation agreement. The province has indicated they will not legislate the servicing part of the deal. This would be a catastrophic loss, handing Barrie the land while leaving Springwater with none of the benefits that come with the Barrie agreement, or leaving Springwater with little to no leverage to do so.

Our mandate is to provide comprehensive strategic support to the Township, working through AGM Lawyers. Working with the Mayor's office, we will function as the communications directorate for this file, supporting the Mayor as the primary representative of the Township. Our objective is to support the Township, as represented by Mayor Coughlin, to weather the current storm, regain control of the public

narrative, and - most critically - secure the full servicing and compensation benefits of the boundary deal for the residents of Springwater.

Core Strategic Objectives

Our strategy will be built on four key pillars:



Scope of Services

To achieve these objectives, Gestalt proposes an integrated scope of services, acting as your retained counsel.



[redacted]

Budget & Terms

[redacted]

[1] *This track will be further defined once the project begins and we have a clearer understanding of the underlying facts, the parties involved, and any legal considerations. We will work closely with legal counsel to assess risks, verify information, and determine the most appropriate and responsible approach before any actions are taken.*