

March 15, 2024

Richard Hirsch, President
Carnegie House Tenants Corp.
100 West 57th Street
New York, NY 10019

Re: Public Affairs and Lobbying Engagement on Behalf Carnegie House Tenants Corp.

Dear Mr. Hirsch:

Thank you for retaining Corning Place Communications (“CPC”) to provide public affairs and advocacy services on behalf of Carnegie House Tenants Corp. This Retainer Agreement (“Agreement”) shall confirm the terms, conditions and scope of such services. Upon execution, to the extent required by law, this Agreement shall be filed with the New York State Commission on Lobbying Ethics in Government (CLEG) and shall be governed by the laws of the State of New York, including, but not limited to, Article 1-A of the Legislative law (i.e. “the Lobby Act”).

Scope of Services

For the duration of the agreement, CPC will provide the following: strategic communication, public affairs, and media relations services to the Carnegie House shareholders.

- 1) Consider Carnegie House Tenants Corp.’s strategic objectives and support the development and implementation of plans to meet its advocacy and legislative priorities.
- 2) Cultivate appropriate opportunities for Carnegie House advocates with the media, stakeholders and interested communities.
- 3) Provide guidance, administrative, and advocacy support for social media channels and online platforms; and
- 4) Provide additional support to the executive board representing Carnegie House shareholders.

I. Term of Agreement

The term of our representation shall begin on **March 15, 2024** and conclude on **June 30, 2024**. On or about June 15, the parties will consider the merits of an extension or adjustment to the terms and conditions of the agreement.

Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Termination will be effective thirty (30) days following the date any such notice is received by the other party. In the event of a termination, you agree to pay all fees, costs and disbursements accrued or incurred as of the effective date of the termination.

II. Compensation

CPC shall perform the foregoing services for a fixed fee of \$1,000.00 per month. The initial invoice for services will be issued on April 1 (for March services) shall total \$500.00. Subsequent invoices issued on May 1, June 1 and July 1 will be in the amount of \$1,000.00.

CPC will also bill for disbursements including, without limitation, data, telecommunications, news services/aggregators, online publications (or subscriptions), media tracking, web-hosting, copying, and courier services; UPS/FedEx; meals; and necessary travel.

If applicable, the purchase of commercial broadcast, print or digital advertising including billboards and boosted / promoted content shall be approved by the client. These purchases may require pre-payment. The procurement and management of third-party vendors, specialists or media companies by CPC shall be billed at an additional fee and may additionally reflect gross agency rates.

CPC bills on a monthly basis for all disbursements and fees. Bills will be sent to your attention via email unless otherwise specified. Payment in full is due upon receipt. Any payments not received by us within thirty (30) days of receipt of the invoice will be considered overdue and may be subject to interest at the rate of 1% per month.

III. Compliance

In providing the services covered by this Agreement, both parties are required to comply with all applicable laws, regulations, and rules of New York State, including the Lobby Act and the regulations administered and enforced by the CLEG.

Throughout the period of representation under this Agreement, CPC shall regularly file with CLEG certain reports and disclosures pertaining to its lobbying activities on behalf of Carnegie House Tenants, as required by law. Certain aspects of CPC's compliance with filing requirements are reliant upon information provided by Carnegie House Tenants; accordingly, it shall provide CPC with information when requested and shall comply with all applicable requirements as directed by CPC. At all times during which CPC represents Carnegie House Tenants, it is critical that you keep us informed of any changes in your lobbying activities and/or registered information in order to ensure filings and disclosures are made in accordance with law. CPC is committed to ensuring all lobbying activities performed on behalf of Carnegie House Tenants under this Agreement are in full compliance with New York State law.

In the event Carnegie House Tenants chooses to engage in lobbying activities other than the services provided by CPC and/or chooses to retain additional representation, CPC shall not be responsible for CLEG compliance with regard to such activities or the activities of any other firm. Engaging in independent activities and/or retaining additional representation may trigger responsibilities on your part to report such activities and/or retained representation to CLEG. In such cases, CPC shall not be liable for any failure on Carnegie House Tenants part to comply with any aspect of the Lobby Act and/or the regulations enforced by CLEG, including the failure to submit any reports or disclosures required by law in regard to Carnegie House Tenant's independent activities and/or representation by any other firm. If Carnegie House Tenants anticipates engaging in independent lobbying activities and/or retaining additional representation, we respectfully request that you notify CPC to ensure our compliance efforts are accurate and comprehensive.

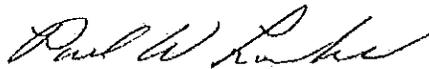
IV. Entire Agreement

This Agreement constitutes the entire agreement between CPC and Carnegie House Tenants and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

If the terms of this Agreement are acceptable, please sign where indicated below and return a copy to me electronically at PLarrabee@corningplace.com. Representation shall not begin until this Agreement is executed and filed with CLEG.

Thank you for your trust and confidence. We look forward to working together to realize your organizational mission and objectives.

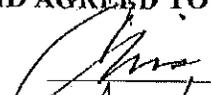
Very truly yours,



Paul W. Larrabee, APR
Executive Vice President &
Managing Director

READ AND AGREED TO BY:

Name:

 _____

Title:

Asst Secretary

Organization: _____

Date: _____