



October 19, 2015

Deborah Dennis
Vice President, Board of Directors
Honest Weight Food Coop
100 Watervliet Avenue
Albany, NY 12206

Re: Honest Weight Food Coop Retainer

Dear Ms. Dennis:

Thank you for your continued confidence in Corning Place Communications (CPC). We look forward to building upon our relationship. With your endorsement, this agreement will frame the business terms of our ongoing engagement for the period beginning October 16, 2015 and concluding January 15, 2016.

Based on our discussion of Honest Weight Food Coop's (HWFC) needs, and the variable nature of the services required at this time, CPC offers its media relations expertise and crisis communications services on a retainer basis of \$5,000 per month.

I. Scope of Services

For the duration of the agreement, CPC will provide strategic and crisis communication services on behalf of the HWFC as it evaluates its bylaws and implements its bylaws revision. These services may include:

- Drafting and preparing written statements, news releases and other appropriate communications;
- Developing collateral and other materials advancing HWFC's perspective; and
- Working with designated staff to provide media training, and preparation for public events, meetings and forums.

II. Term of Agreement

The term of our representation shall begin upon the signing of the retainer and proceed at the monthly retainer rate until January 15, 2016.

III. Compensation

For the term of the engagement CPC offers its media relations expertise and crisis communications services at a rate of \$5,000 per month. The first invoice will be issued on November 1, 2015 in the amount of \$2,500. Subsequent invoices will follow on December 1; and January 1 in the amount of \$5,000; and February 1, for \$2,500. The engagement can be extended at the mutual satisfaction of the parties.

We will also bill for disbursements including, but not limited to, long distance telephone charges; data, telecommunications, copying, and courier services; UPS/FedEx; meals; and necessary travel. If applicable, the purchase of commercial broadcast, print or digital advertising; and direct mail will be billed at an additional fee using gross agency rates.

In addition, the firm bills on a monthly basis for disbursements. Bills will be sent to your attention at the above address unless instructed otherwise. 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 percent per month.

IV. Compliance

Both parties are required to comply with all laws, rules and regulations administered and enforced by the JCOPE. Such compliance shall include CPC complying with the registration and all other lobbyist filing requirements. Likewise, as directed by CPC, the Honest Weight Food Coop shall comply with all appropriate client filing requirements.

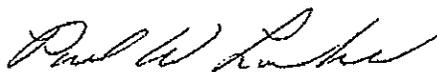
V. Agreement

This Agreement constitutes the entire agreement between the Honest Weight Food Coop and CPC. If the terms of the Agreement meet your approval, please sign it and return it to us for filing with the JCOPE. Representation shall not begin until this Agreement is executed and filed with the JCOPE.

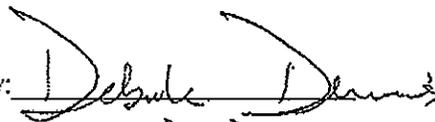
We appreciate your confidence.

Very truly yours,

AGREED TO:



Paul W. Larrabee
Executive Vice President &
Managing Director

By: 
Title: Vice President
Date: 10-21-15