

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Miles Partnership, LLLP	2. Registration Number 7382
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3. Primary Address of Registrant
 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240

4. Name of Foreign Principal Bermuda Tourism Authority	5. Address of Foreign Principal 22 Church Street, 5th Floor Hamilton, Bermuda BERMUDA HM11
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6. Country/Region Represented
 BERMUDA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Bermuda Tourism Authority

b) Name and title of official(s) with whom registrant engages
 Jamari Douglas

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/12/2024

DAVID BURGESS



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Miles Partnership, LLLP

2. Registration Number
7382

3. Name of Foreign Principal
Bermuda Tourism Authority

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/01/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles developed an "Always On" media campaign by working within Google's search engine marketing platform.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
02/27/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 14,900.00
03/15/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 10,000.00
04/14/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 18,635.00
05/15/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 5,000.00
06/16/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 5,000.00
08/30/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 102,200.00
08/31/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 967,651.00
11/20/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 73,650.00
11/30/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 984,078.73
12/22/2023	Bermuda Tourism Authority	Payments for services rendered	\$ 132,725.36
01/17/2024	Bermuda Tourism Authority	Payments for services rendered	\$ 1,760,203.92
			\$ 4,074,044.01
			Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
See Appendix for Response			
			\$ 4,593,885.46
			Total

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/11/2024	David Burgess	/s/David Burgess
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/12/2024

DAVID BURGESS



Appendix

Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
06/30/2023	Carefree Communication LLC	digital marketing services	\$ 350.00
06/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 246,470.44
07/30/2023	Carefree Communication LLC	digital marketing services	\$ 500.00
07/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 174,143.22
08/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 187,114.63
09/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 382,104.78
10/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 545,708.67
11/30/2023	Carefree Communication LLC	digital marketing services	\$ 900.00
11/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 622,820.77
12/30/2023	Carefree Communication LLC	digital marketing services	\$ 900.00
12/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 596,010.24
12/30/2023	Carefree Communication LLC	digital marketing services	\$ 2,200.00
12/30/2023	Various advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	media buys to advertising companies (ie, Google, Trip Advisor, Meta, TravelZoo, etc.)	\$ 1,834,662.71

STATEMENT OF WORK NO. 1

SOW Effective Date:	April 1, 2023
Name of Customer:	Bermuda Tourism Authority
Initial Term:	Two Year Term
Renewal Term:	Auto-renewable for two additional one-year terms

This statement of work (“Statement of Work” or “SOW”) is entered into as of the SOW Effective Date set forth above and is made a part of the Master Services Agreement entered into between Miles Partnership, LLLP and the Customer identified above (the “Agreement”). Capitalized terms not defined in this Statement of Work have the meanings given in the Agreement.

Term

The term of this Statement of Work will begin on the SOW Effective Date and unless terminated earlier as provided in the Agreement, will continue in effect for the length of the Initial Term set forth above, and will automatically renew for the period of the Renewal Term set forth above, unless either party provides to the other party written notice no later than ninety (90) days prior to the then-current scheduled expiration of the Initial Term or Renewal Term of that party’s intention that the Statement of Work not be renewed.

Services and Deliverables

Create a well-rounded, multi-channel media buying campaign for the BTA including Digital, Social, SEM and Traditional. Be able to execute traditional and digital media buys not just domestically, but internationally as well.

Deliverables:

- 2023-2025 campaign recommendations, media plan and flowchart
- Monthly Google Data Studio Reports
- End of Campaign Reports

Budget breakdown and Compensation

Gross Media Budget	\$7,000,000 - 9,000,000
Monthly Management Fee	\$10,000
6% Commission of Gross Media Budget	\$420,000 - \$540,000

If the gross media budget exceeds \$9,000,000, Miles and the BTA will work together to determine the best fee structure and commission percentage for the incremental budget.

Quarterly, Miles will prebill media costs based on an approved media flowchart. A true-up process will occur at the end of each quarter based on a monthly budget tracker, then the next quarter’s billing will be adjusted accordingly. Customer will pay Miles as outlined in the Agreement.