Received by NSD/FARA Registration Unit 03/11/2024 1:39:05 PM

OMB No. 1124-0006; Expires October 31, 2026

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

3. Primary Address of Registrant
6751 Professional Pkwy, Suite 200, Sarasota, FL 34240

4. Name of Foreign Principal
IFEMA MADRID

5. Address of Foreign Principal
Avenida del Partenón, 5
Madrid
SPAIN 28042

6. Country/Region Represented
SPAIN

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

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Tourism office of Madrid: IFEMA MADRID

b) Name and title of official(s) with whom registrant engages
Yolanda Perdomo

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.

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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 ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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.

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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

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EXECUTION

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Date	Printed Name	Signature
02/12/2024	DAVID BURGESS	

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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	2. Registration Number
Miles Partnership, LLLP	7382

3. Name of Foreign Principal
IFEMA MADRID

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? 06/23/2023

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 will be developing an "Always On" media campaign by working within Google's search engine marketing platform.

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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 will be developing 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 Act[1].

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 will be developing an "Always On" media campaign by working within Google's search engine marketing platform.

11. Prior to the date of registration[2] 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 provided tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles will be developing 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 register[3] 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
10/23/2023	IFEMA MADRID	Payments for services rendered	$ 675,486.16

$ 675,486.16
Total

13. During the period beginning 60 days prior to the obligation to register[4] 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
08/30/2023	various marketing companies	media asset production fees	$ 6,984.00
09/30/2023	various marketing companies	media asset production fees	$ 39,158.76
10/30/2023	various marketing companies	media asset production fees	$ 103,724.20
11/30/2023	various marketing companies	media asset production fees	$ 972.60
12/30/2023	various marketing companies	media asset production fees	$ 412,768.77
01/30/2024	various marketing companies	media asset production fees	$ 602,034.23

$ 1,165,642.56
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.

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EXECUTION

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

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EXECUTION

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Date	Printed Name	Signature
02/12/2024	DAVID BURGESS	

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En Madrid, a 23 de junio de 2023

REUNIDOS

De una parte, DON JOSÉ VICENTE DE LOS MOZOS OBISPO, con D.N.I. núm.

Y de otra, DAVID BURGESS, con número de pasaporte

INTERVIENEN

Don José Vicente de los Mozos Obispo, como Presidente del Comité Ejecutivo de la **Institución Ferial de Madrid** en representación del citado Comité Ejecutivo, en adelante "**IFEMA MADRID**", con N.I.F. Q-28/73018-B, y con domicilio social en Avenida del Partenón, 5 (28042) Madrid;

Don David Burgess, en representación de **MILES PARTNERSHIP, LLP**, en adelante el "**Adjudicatario**", con C.I.F. 02-0761406 domicilio social en 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240 USA.

MANIFIESTAN

1. Que, en el procedimiento seguido por IFEMA MADRID para la adjudicación del contrato de servicios denominado **CAMPAÑA DIGITAL B2B Y B2C ESTADOS UNIDOS Y CANADÁ, PLAN DE ACCIÓN B2B Y B2C PARA GENERAR NOTORIEDAD Y FOMENTAR LA COMERCIALIZACIÓN EN LATINOAMÉRICA Y COORDINACIÓN Y REALIZACIÓN DE ROADSHOWS EN ESTADOS UNIDOS Y CANADÁ. EXP. 23/062**, solicitó oferta con arreglo al Pliego de Cláusulas Administrativas Particulares del referido Expediente que forma parte integrante del presente contrato como Anexo I y que ha sido aceptado incondicionalmente por el Adjudicatario mediante la presentación de su oferta.

2. Que IFEMA MADRID, como resultado del referido procedimiento, ha adjudicado el LOTE 1 Campaña digital B2C en Estados Unidos y Canadá (incluyendo creatividad y desarrollo de contenido) del contrato a la oferta presentada por el Adjudicatario (Anexo II), quien ha manifestado que cumple con todos los requisitos para contratar con IFEMA MADRID.

3. Que en virtud de lo dispuesto en la Cláusula 24 del referido Pliego de Cláusulas Administrativas Particulares, las partes proceden a la formalización del presente contrato, del cual formarán parte, y con el mismo carácter contractual, la oferta adjudicataria y el citado Pliego con el resto de documentación señalada en el mismo.
Por tanto, ambas partes se reconocen capacidad legal para celebrar el presente contrato, de acuerdo con las siguientes

CLÁUSULAS

1. OBJETO DEL CONTRATO

Constituye el objeto del presente contrato la ejecución por el Adjudicatario de los servicios de PLAN DE ACCIÓN B2B Y B2C PARA GENERAR NOTORIEDAD Y FOMENTAR LA COMERCIALIZACIÓN EN LATINOAMÉRICA Y COORDINACIÓN Y REALIZACIÓN DE

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ROADSHOWS EN ESTADOS UNIDOS Y CANADA EXPEDIENTE 23/062 (Lote 1, Campaña digital B2C en Estados Unidos y Canadá (incluyendo creatividad y desarrollo de contenido), de acuerdo con lo recogido en el Pliego de Prescripciones Técnicas, la oferta presentada por el Adjudicatario y el Pliego de Cláusulas Administrativas Particulares del Expediente de referencia con el resto de documentación que en el mismo y en sus Anexos se señalen, que forman parte integrante del presente contrato.

2. PRECIO DEL SERVICIO

IFEMA MADRID como contraprestación por los servicios prestados, abonará al Adjudicatario el siguiente precio señalado en su oferta:
De acuerdo con la oferta presentada por el Adjudicatario y lo dispuesto en el Pliego de Cláusulas Administrativas Particulares para la determinación del precio del contrato, el precio total alzado y cerrado del contrato para el LOTE 1 queda determinado en TRES MILLONES CUATROCIENTOS CINCUENTA MIL EUROS (3.450.000,00€) más el IVA correspondiente.

3. PLAZO DE EJECUCIÓN

El Adjudicatario iniciará los trabajos objeto del presente contrato el 26 de junio de 2023 y tendrá una duración de DOCE (12) meses.

Y en prueba de conformidad de cuanto antecede, firman ambas partes, en las representaciones que respectivamente ostentan, el presente documento, en la fecha y lugar indicados en el encabezamiento.

Por **IFEMA MADRID**

José Vicente de los Mozos Obispo
Presidente del Comité Ejecutivo

Por **MILES PARTNERSHIP, LLP**

David Burgess
Representante Legal

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TRANSLATED INTO ENGLISH:

Madrid, 23 June 2023

GATHERED

On the one hand, DON JOSÉ VICENTE DE LOS MOZOS OBISPO, with D.N.I. no
And on the other, DAVID BURGESS, with passport number

INVOLVED

Don José Vicente de los Mozos Obispo, as President of the Executive Committee of the **Madrid Trade Fair Institution** on behalf of the aforementioned Executive Committee, hereinafter referred to as "**IFEMA MADRID**", with N.I.F. Q-28/73018-B, and with registered office at Avenida del Partenón, 5 (28042) Madrid;

Mr. David Burgess, on behalf of **MILES PARTNERSHIP, LLP**, hereinafter referred to as "Successful Bidder", with C.I.F. 02-0761406 registered office at 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240 USA.

MANIFEST

1. That, in the procedure followed by IFEMA MADRID for the award of the contract services called **B2B AND B2C DIGITAL CAMPAIGN UNITED STATES AND CANADA, B2B AND B2C ACTION PLAN TO GENERATE AWARENESS AND PROMOTE COMMERCIALIZATION IN LATIN AMERICA AND COORDINATION AND IMPLEMENTATION OF ROADSHOWS IN THE UNITED STATES AND CANADA. EXP. 23/062**, requested a tender under the Specification of Particular Administrative Clauses of the aforementioned File that is part of the part of this contract as Annex I and which has been accepted unconditionally by the Successful Bidder by submitting its bid.

2. That IFEMA MADRID, as a result of the aforementioned procedure, has awarded the LOT 1 B2C digital campaign in the U.S. and Canada (including creative and development of content) of the contract to the bid submitted by the Successful Bidder (Annex II), who has stated that it meets all the requirements to contract with IFEMA MADRID.

3. That by virtue of the provisions of Clause 24 of the aforementioned Specifications Particular Administrative Proceedings, the parties proceed to formalize this contract, of which the offer shall form part, and with the same contractual character, the and the aforementioned Tender Specifications with the rest of the documentation indicated therein.

Therefore, both parties acknowledge each other's legal capacity to enter into this contract. in accordance with the following

CLAUSES

1. SUBJECT MATTER OF THE CONTRACT

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The object of this contract is the execution by the Successful Bidder of the B2B AND B2C ACTION PLAN SERVICES TO GENERATE AWARENESS AND PROMOTE COMMERCIALIZATION IN LATIN AMERICA AND COORDINATION AND IMPLEMENTATION OF ROADSHOWS IN THE UNITED STATES AND CANADA FILE 23/062 (Lot 1, Campaign B2C digital in the U.S. and Canada (including creative and development of content), in accordance with the provisions of the Technical Specifications, the offer presented by the Successful Bidder and the Specification of Particular Administrative Clauses of the Reference file with the rest of the documentation contained therein and in its Annexes are indicated, which form an integral part of this contract.

2. PRICE OF THE SERVICE

IFEMA MADRID, in consideration for the services rendered, will pay the Successful bidder the following price indicated in its bid:

In accordance with the bid submitted by the Successful Bidder and the provisions of the Tender Specifications, Particular Administrative Clauses for the determination of the contract price, the The total lump sum and closed price of the contract for LOT 1 is determined at THREE ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND EUROS (€3,450,000.00) plus VAT corresponding.

3. LEAD TIME

The Successful Bidder shall commence the works covered by this contract on June 26, 2023 and it will last for TWELVE (12) months.

And in proof of their agreement with the foregoing, both parties sign, in the representations respectively held, this document, on the date and indicated in the heading.

For **IFEMA MADRID**

José Vicente de los Mozos Obispo
Presidente del Comité Ejecutivo

For **MILES PARTNERSHIP, LLP**

David Burgess
Representante Legal

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