

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the date of the last signature appearing below after it has been signed by both parties (the "Effective Date"), between Miles Partnership, LLLP ("Miles") and Watauga County Tourism Development Authority ("Customer").

Customer wishes to obtain from Miles, and Miles wishes to provide to Customer, certain design, marketing, consulting and other services to Customer as set forth in one or more statements of work to this Agreement. The parties acknowledge the receipt and sufficiency of good and valuable consideration and hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement will have the following meanings:

(a) "Confidential Information" means all information disclosed (orally or in writing) by one party ("Discloser") to any other party ("Recipient") prior to the termination of this Agreement (before or after the Effective Date) which is marked "proprietary" or "confidential" or which the Recipient reasonably ought to know the Discloser regards as confidential.

(b) "Deliverables" means the deliverables to be delivered to Customer under this Agreement, as more particularly described in a Statement of Work and includes (a) Third Party Elements and Miles Elements, and (b) any other documents, reports, specifications, operating instructions, software, working papers, work in progress, video, film, multimedia, pictures, graphs and audio material, whether preliminary or final, in or on any media now existing or later developed.

(c) "Miles Elements" means data, components, designs, utilities, tools, methodologies, specifications and other items owned or developed by Miles prior to, or independently from, its engagement under this Agreement

(d) "Services" means the services to be performed for Customer as specified in an applicable SOW.

(e) "Statement of Work" or "SOW" is defined in Section 2 below.

(f) "Testing Period" is defined in Section 4 below.

(g) "Third Party Elements" means works owned by neither Miles nor Customer, including photographs, text, software, scripts, and graphical material provided by Miles as part of or in connection with the Deliverables.

2. Services and Deliverables. To the fullest extent permitted by applicable law, any and all copyrightable aspects of the Deliverables (except for the Miles Elements and the Third Party Elements) will be considered "works made for hire" (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Miles will provide Services and Deliverables to Customer pursuant to statements of work to this Agreement executed by the parties (each a "Statement of

Work” or “SOW”). Each SOW is hereby incorporated by reference and made a part of this Agreement.

3. Changes. From time to time Customer may request, or Miles may propose, that Miles implement a change to the Services (each, a “Change”). In the event the parties agree on a Change, Miles may prepare and provide to Client a proposed change order identifying the impact and setting forth any applicable adjustments in the schedule and/or payments to Miles. An authorized representative of each party will promptly sign each such proposed change order to acknowledge the impact and to indicate that party’s agreement to the adjustments. Agreed upon change orders will be deemed a part of this SOW, describing the Services or Deliverables being modified by the change order.

4. Acceptance of Deliverables. Unless otherwise agreed in an SOW, after a Deliverable has been provided to Customer, Customer will have fourteen (14) days (the “Testing Period”) to determine whether the Deliverable materially conforms to the specifications for that Deliverable set forth in the applicable SOW and notify Miles in writing of its determination. The parties acknowledge and agree that the term “Deliverable” as used in the preceding sentence will apply only to final proofs of hard copy materials and will not apply to final samples or bulk-printed materials; and further that manufacturing errors or defects shall not be deemed non-conformance to specifications. If Customer notifies Miles during the Testing Period that the Deliverable does not materially conform to the specifications for that Deliverable set forth in the applicable SOW, describing the material nonconformity in reasonable detail (“Deficiency Notice”), Miles will correct the material nonconformity at no additional cost to Customer by modifying and redelivering the applicable Deliverable. Such redelivery will restart the Testing Period for that Deliverable. If Customer does not provide a Deficiency Notice during an applicable Testing Period, Customer will be deemed to have accepted the applicable Deliverable. Unless otherwise agreed by the parties in writing, Customer will be limited to three (3) rounds of requested revisions in accordance with this section.

5. Term. The term of this Agreement will begin on the Effective Date or on the effective date specified in the SOW, whichever is earlier, and continue until it is terminated as provided in this Agreement. The term of each SOW under this Agreement will begin on the effective date specified in such SOW and continue for the term specified in the SOW (or, if no term is specified, until Customer’s acceptance of all Deliverables described in the SOW) or until earlier termination as provided in this Agreement.

6. Termination; Survival. If either party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this Agreement or any SOW affected by the breach upon written notice to the breaching party. In addition, except as otherwise provided in an applicable SOW (including where the SOW specifies a term), Customer may terminate this Agreement or any SOW for convenience at any time by providing at least sixty (60) days’ written notice to Miles specifying the effective date of termination. No termination of this Agreement or any SOW will relieve Customer of its obligation to pay Miles fees for accepted Services and Deliverables completed on or before the effective date of termination. If this Agreement is terminated, all then-existing SOWs will also terminate as of the effective date of the termination of this Agreement. Upon termination of an SOW for any reason, Miles will assist

Customer with transitioning the Services back to Customer or to a new service provider (the "Transition Services") for a period of up to ninety (90) days (the "Transition Term") at the rates set forth in the applicable SOW executed most recently. The Transition Services and Transition Term will be documented in an SOW or Change Order. Following termination of this Agreement or an applicable SOW, Miles will provide a copy of any incomplete or work-in-progress Deliverable to Customer in its then current state. Any provision of this Agreement that contemplates performance or observance after expiration or termination of this Agreement will survive any expiration or termination and continue in full force and effect.

7. Fees and Expenses; Taxes.

(a) In consideration for the Services and Deliverables provided under this Agreement, and the rights granted by Miles to Customer, throughout the term of this Agreement, Customer will pay Miles the fees, expenses and other amounts set forth in each SOW.

(b) Except as otherwise expressly provided in an SOW, the amounts set forth in an SOW do not include any applicable taxes. Any applicable taxes incurred in connection with Miles' performance under this Agreement (except for taxes based solely on Miles's net income or employees) will be billed to and paid by Customer. If Customer believes it is exempt from any such amounts, Customer must provide Miles with an applicable tax exemption certificate. Notwithstanding any other provision, to the extent Deliverables are being provided to a tax exempt organization in accordance with this section, the parties acknowledge and agree that such Deliverables will at all applicable times be owned by Customer. Miles and Customer shall promptly notify each other and coordinate with each other in the response to and settlement of any claims for taxes asserted by applicable taxing authorities that Miles or Customer is responsible for under this Agreement. In addition, each of Miles and Customer shall reasonably cooperate with the other to more accurately determine each party's tax liability and (without incurring additional aggregate costs) to minimize the other party's tax liability, to the extent legally permissible.

(c) At any time following the first anniversary of the Effective Date, Miles may increase the fees for the Services no more than once annually upon 30 days' written notice to Company. Each increase will not exceed the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Households ("CPI") for the most recently available 12-month period preceding such 30 day notice period, or five percent (5%), whichever is greater.

8. Invoicing and Payment. Within thirty (30) days after Customer's receipt of an invoice from Miles, Customer will pay all amounts on such invoice for Services and Deliverables provided to Customer before the date of such invoice. If an SOW sets forth another time frame, the time frame as set forth in the SOW shall prevail. Any amount not paid when due will bear interest from its due date until paid at the rate of 1.5% per month or the maximum rate allowed by law. Customer's failure to pay any amount when due will be deemed a material breach of this Agreement.

9. Subcontractors. Miles may perform the Services with personnel of Miles or with subcontractors.

10. Ownership and Intellectual Property Rights.

(a) Deliverables. Each Statement of Work will describe the Deliverables that Miles will provide to Customer. Subject to receipt by Miles of all amounts due under this Agreement for payment, including payment in advance, Miles hereby assigns to Customer all right, title and interest in and to the Deliverables (except for the Miles Elements and the Third Party Elements), including, without limitation, all intellectual property rights.

(b) Miles Elements. To the extent that any Miles Elements are provided to Customer, Miles hereby grants to Customer a non-exclusive, perpetual, limited license in such Miles Elements, solely to the extent necessary to use the Deliverables for the purposes intended under this Agreement. Miles will retain all rights not expressly granted to Customer under this Agreement.

(c) Third Party Elements. To the extent that any Third Party Elements are provided to Customer, Miles hereby grants to Customer a non-exclusive, revocable, limited license in such Third Party Elements, solely to the extent necessary to use the Deliverables for the purposes intended under this Agreement. Miles may terminate the license granted in this subsection (c) upon written notice to Customer in the event that the third party licensor of such Third Party Elements terminates Miles' right to grant the license in this subsection (c) or if Miles reasonably believes that it may no longer have the right to grant such license. In the event Miles terminates the license granted under this provision, Miles will undertake commercially reasonable efforts to promptly secure an additional, replacement license for materials in lieu of the Third Party Elements subject to the terminated license, or undertake other reasonable steps to mitigate or reduce any lost functionality to the Deliverables caused by the termination of the license.

11. Confidentiality.

(a) Each party will hold the other party's Confidential Information in confidence with at least as much care as it holds its own confidential information (but in no event less than with reasonable care), and neither party will disclose any of the other party's Confidential Information to any third party.

(b) The duties of confidentiality and nondisclosure under this Agreement will not apply to any information that (i) at the time of disclosure to Recipient, had previously been published or was otherwise publicly available; (ii) is published or becomes otherwise publicly available after having been disclosed to Recipient, unless through the breach by Recipient of its obligations under this Agreement; or (iii) prior to disclosure to Recipient, was already in Recipient's possession on a non-confidential basis.

(c) Each party will use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees and professional advisors only on a need-to-know basis, provided that such employees are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

(d) Either party may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the other party written notice in advance of such

disclosure sufficient to permit the other party to seek a protective order and, if so ordered, discloses only the minimum Confidential Information necessary to comply with the order.

(e) Upon termination of this Agreement or at any time upon written request of Discloser, Recipient will return (or destroy at Discloser's option) all copies of Confidential Information in its possession, custody, or control, except that Recipient may retain a copy of Confidential Information solely to demonstrate its compliance with its obligations under this Agreement. Upon written request of Discloser, Recipient will certify in writing its compliance with this requirement.

(f) Each Party's obligations under this Section 11 will survive termination of this Agreement and will continue in full force and effect with respect to Confidential Information of the other party for five (5) years from the date of disclosure of such Confidential Information, except that to the extent the Confidential Information is comprised of trade secrets, the obligation of confidentiality will continue for as long as such information is protected by the applicable law of trade secrets.

12. Warranties.

(a) Authority. Each party represents and warrants that: (i) it has all requisite legal and corporate power to execute and deliver this Agreement; (ii) it has taken all corporate action necessary for the authorization, execution and delivery of this Agreement; (iii) no agreement or understanding with any other person, firm, corporation or other entity exists or will exist which would interfere with its obligations under this Agreement; and (iv) this Agreement is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement.

(b) Performance. Miles represents and warrants that it will perform the Services in a workmanlike and professional manner according to the applicable Service descriptions set forth in the applicable SOW.

(c) Customer-supplied Materials. Customer represents and warrants that it either owns or has all necessary rights in any materials it provides to Miles for Miles to use such materials within or in connection with the Deliverables ("Customer-supplied Materials"). Customer further warrants and represents that to the extent the Customer-supplied Materials show any person, Customer has obtained all necessary rights and waivers from the individuals (or, in the case of minors, from their parent/guardian) appearing in such Customer-supplied Materials sufficient for those persons' name, image, persona and likeness to be used for commercial purposes worldwide, in any and all media, on a perpetual basis. Customer will, upon request of Miles, provide documentation sufficient to demonstrate Customer's acquisition of such rights.

13. Disclaimer. Except as set forth in the preceding section, neither Miles nor its employees, affiliates, agents, suppliers, third party information providers, merchants, licensors nor the like make any warranties of any kind, and disclaim all such warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or non-infringement for the Services or Deliverables

provided under this Agreement. Miles does not warrant that the Services or Deliverables will be error-free or that they will not be interrupted, nor does it make any warranty as to the results that may be obtained from the Services or Deliverables, or as to the accuracy, reliability, of any Deliverables.

14. Indemnification.

(a) Miles will indemnify Customer from and against all liabilities arising out of or in connection with any claim, suit, action or proceeding actually adjudicated alleging that the Deliverables infringe upon any U.S. copyright, trademark or patent existing as of the Effective Date, provided that Customer promptly notifies Miles in writing of any claim alleging such infringement. In the event that some or all of the Deliverables is held by a court of competent jurisdiction to be infringing or if Miles reasonably believes that such Deliverables may be held to be infringing, then Miles may, at its expense: (i) provide a comparable replacement Deliverable; or (ii) obtain for Customer a license to continue using the Deliverables. This section sets forth Customer's sole and exclusive remedies for any claim of infringement related to the Deliverables or any other intellectual property licensed under this Agreement.

(b) Miles will have no liability for any claim of infringement resulting from: (i) Customer's use of a superseded or altered release of some or all of the Deliverables if infringement would have been avoided by the use of a subsequent unaltered release of the Deliverables which release is provided to Customer; (ii) any Deliverables or other materials not furnished by Miles, including Customer-supplied Materials; (iii) use of the Deliverables in combination with any equipment or software not contemplated under this Agreement; (iv) Miles's compliance with unique specifications of Customer; (v) the claimed infringement of any patent, copyright or intellectual property right in which Customer or any subsidiary or affiliate of Customer has any interest, or (vi) modification of the Deliverables by parties other than Miles or its subcontractors.

(c) Customer will defend, indemnify, and hold harmless Miles, its Affiliates, and their respective officers, directors, employees and agents from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorney's fees) arising out of or in connection with any actual or threatened claim, suit, action or proceeding relating to (i) Customer's or Customer's Affiliates' use of the Deliverables or receipt of the Services, (ii) the use of any Customer-supplied Materials, (iii) Customer's breach of any provision of this Agreement, including any warranty or representation contained in this Agreement, and (iv) any taxes imposed upon the Services or Deliverables payable by Customer in accordance with this Agreement.

15. LIMITATION OF LIABILITY. In no event will Miles be liable for any special, incidental, consequential, indirect, exemplary, or punitive damages, including but not limited to lost profits, cost of cover, lost revenue, and loss of data, whether or not Miles has been advised in advance of the possibility that such damages may arise. Miles's aggregate liability for any and all claims will not exceed the total amount of fees paid by Customer to Miles under this agreement during the six month period immediately preceding the act or occurrence giving rise to such liability. The limitations provided in this section apply regardless of the legal theory applicable to any such claim, whether in tort, contract,

statutory, or otherwise, and regardless of whether any remedy as limited by this section would fail of its essential purpose.

16. Force Majeure. Miles will not be liable for failure or delay in its performance under this Agreement if such failure or delay is due to circumstances beyond its reasonable control.

17. Export. Each party shall comply with all applicable U.S. and export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.

18. Governing Law and Choice of Forum. This Agreement will be governed in all respects by the laws of the State of Florida as they apply to agreements entered into and to be performed entirely within Florida between Florida residents, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in the Middle District of Florida. Both parties agree to submit to the personal jurisdiction of the courts located therein for the purpose of litigating all such claims or disputes, and waive all claims of *forum non conveniens*.

19. General Provisions.

(a) Injunctive and Other Relief. The parties acknowledge that if either party fails to comply with the confidentiality and intellectual property-related provisions of this Agreement, the other party may suffer irreparable harm for which there may be no adequate remedy at law. Accordingly, if either party fails to comply with any provisions of the said sections, then the other party will be entitled immediately to injunctive relief or any other appropriate equitable remedy. The right to seek injunctive relief is not exclusive and is without prejudice to the right to seek any other relief, including monetary damages, which might be appropriate under the circumstances, subject to the limitations provided in this Agreement.

(b) Waiver and Modification. This Agreement will not be amended except through a writing executed by the parties. Any failure or delay in exercising any right, remedy, or power under this Agreement will not operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition under this Agreement will not constitute a waiver of the act or condition itself.

(c) Assignment. Neither party may assign this Agreement, or any rights or duties under it without the other party's express, prior, written consent, except that either party may assign this Agreement without such consent in connection with any bona fide acquisition of such party or substantially all of such party's assets or business, whether by merger, sale of equity or assets or otherwise. The rights and obligations of this Agreement will bind and benefit any permitted successors or assigns of the parties.

(d) Headings. Section headings contained in this Agreement are inserted for convenience of reference only, will not be deemed to be a part of this Agreement for any other

purpose, and will not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(e) Notices. All notices, demands, requests or other communications required or permitted under this Agreement or by law will be in writing and deemed duly served on and given (i) when delivered either personally or by a commercial overnight carrier, with written verification of receipt; or (ii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. Such notices will be in writing and delivered to the address set forth below, or to such other notice address as the other party has provided by written notice pursuant to this provision:

If to Miles:

6751 Professional Parkway West
Suite 200
Sarasota, FL 34240
Attn: Ryan Thompson

If to Customer:

331 Queen Street, Suite 104
Boone, NC 28607
Attn: L. Wright Tilley

(f) Execution in Counterparts. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement.

(g) Further Assurances. The parties will execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

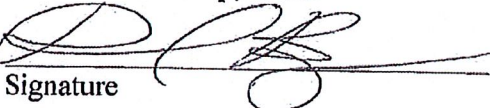
(h) Order of Precedence. If there is a conflict or ambiguity between any term of this Agreement and an SOW, the terms of this Agreement will prevail, unless and to the extent that this Agreement or an SOW expressly provides that any portion of the SOW will prevail.

[This space intentionally left blank. Signature page follows.]

(i) Entire Agreement. This Agreement, together with its exhibits and their related attachments, constitutes the entire agreement of the parties respecting its subject matter. It supersedes all prior and contemporaneous communications and understandings and agreements, written or oral, between the parties relative to its subject matter and merges all discussions between them. This Agreement may only be amended by subsequent written agreement which is duly executed by the parties. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement.

Accepted and agreed:

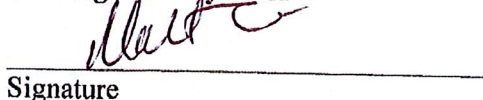
Miles Partnership, LLLP


Signature

PRESIDENT & CEO
Title

02/27/2020
Date

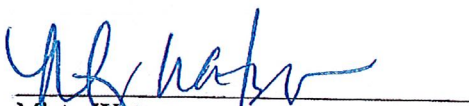
Watauga County TDA


Signature

Chair
Title

3.5.20
Date

[Signature Page – Master Services Agreement] This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Misty Watson
Watauga County Finance Officer

STATEMENT OF WORK NO. 1

SOW Effective Date:	3/1/20
Name of Customer:	Watauga County TDA
Initial Term:	4 months
Renewal Term:	N/A

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

Miles will provide the following Services and Deliverables:

- **Discovery & Immersion**
 - Plan and conduct a 3-day, 2-night immersion trip to Boone for key Miles' team members in strategy, brand and account services
 - Participate in planning and strategic development sessions with client team. This includes the following stages:
 - Brand discovery
 - Stakeholder interviews
 - In-market immersion
 - Ongoing research & development
 - Begin preparations to start the development of a marketing strategy and written plan that leads the travel and tourism industry for Boone, NC
- **Strategic Planning**
 - Assist with establishing marketing goals, measurable objectives and developing plan for migration of marketing dashboard to track progress
 - Assist CVB Team with community relations and advocacy strategy as needed
 - Provide ongoing recommendations of latest and most effective marketing
 - Provide a Strategic Marketing Plan to begin on 7/1/2020
- **Brand Campaign & Creative**

- Plan and kickoff the production of creative concepts
- Produce brand campaign concepts and produce to approval
- Ensure all marketing and advertising is on brand, launching on or after 7/1/20
- Media Planning
 - Plan for FY21 media programming
 - Collaborate in the development of a research-driven content calendar
 - Prepare to launch media and manage beginning on or after 7/1/2020

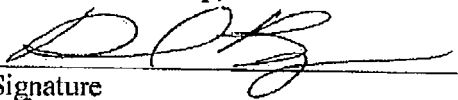
Compensation

- Miles will invoice \$[12,500] per month to manage all creative development needs, account management and any interim strategy and migration needs
- This assumes for 70 hours/month of team management time
- Miles has a blended hourly rate of \$140/hour
- This includes all travel costs incurred by Miles

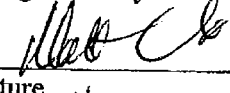
Total Budget for SOW #1: \$50,000

Miles will invoice Customer for the fees as provided in the Agreement. The parties have executed this Statement of Work No. 1 as of the date first set forth above.

Miles Partnership, LLLP


 Signature
 DAVID BURGESS
 Printed name
 PRESIDENT & CEO
 Title
 02/27/2020
 Date

Watauga County TDA


 Signature
 Robert Vincent
 Printed name
 Chair
 Title
 3.5.20
 Date

[Signature page – Statement of Work No. 1]

STATEMENT OF WORK NO. 2

SOW Effective Date:	7/1/20
Name of Customer:	Watauga County TDA
Initial Term:	12 months
Renewal Term:	Annual

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

Miles will provide the following Services and Deliverables:

- Strategic Planning
 - Recommend needed research and integrate research findings into the marketing plan and implementation
 - Aid in the development of a marketing strategy and written plan that leads the travel and tourism industry for Boone, NC
 - Participate in planning and strategic development sessions with client team
 - Assist with establishing marketing goals, measurable objectives and developing marketing dashboard to track progress
 - Collaborate in the development of a research-driven content calendar
 - Assist CVB Team with community relations and advocacy strategy as needed
 - Provide ongoing recommendations of latest and most effective marketing
- Brand Campaign & Creative
 - Manage the production of creative concepts and their distribution

- Ensure all marketing and advertising is on brand
- Media Planning
 - Collaborate in the development of a detailed annual media plan for client-determined markets of focus
 - Negotiate, purchase and service media buys in execution of the media plan
 - Strategy and content direction for print publications and digital marketing channels
- Other
 - Other specific projects may include, but are not limited to: campaign development and execution, assisting partners with their marketing needs, develop a strategic media plan, creation and design of print and digital advertising, television and radio ad development
- Account Services & Project Management
 - Collaborate with other third-party vendors/agencies including public relations, influencer, website, social, email, CRM and our advertising partners

Compensation

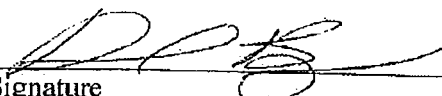
- Media Management
 - Miles will invoice \$[9,150] per month for managing approx. \$950,000 in media
 - The initial media plan will be presented to Customer for approval within 60 days of the SOW Effective Date. Thereafter, annual media plans will be presented to Customer for approval at least 60 days prior to the end of Customer's fiscal year.
 - Media will be pre-billed on the 15th of each month based on the approved media plan, then reconciled the following month on the 10th. An adjustment to the next pre-bill will consider the reconciled billing from the month prior.
 - Proof of run and a corresponding media vendor invoice will be included as back up for each monthly reconciliation.
 - All ad serving fees will be included as part of any media plan proposed and will be paid for out of the allocated media budget based on actual impressions delivered. These fees range from 1-2% of the total digital media impressions delivered.
 - **Media Management Subtotal: \$109,800**
- Creative Development, Strategy & Account Management
 - Miles will invoice \$[10,416.66] per month for managing all creative development needs
 - This assumes for 75 hours/month of team management time
 - Miles has a blended hourly rate of \$140/hour
 - This includes all travel costs incurred by Miles
 - **Creative Development, Strategy & Account Management Subtotal: \$125,000**


Total Budget for SOW #2: \$234,800

Miles will invoice Customer for the fees as provided in the Agreement. The parties have executed this Statement of Work No. 2 as of the date first set forth above.

Miles Partnership, LLLP

Watauga County TDA


Signature
DAVID BURGESS
Printed name
PRESIDENT & CEO
Title
02/27/2020
Date


Signature
Matt Vincent
Printed name
Chair
Title
3.5.20
Date

[Signature page – Statement of Work No. 2]