

Schedule B

The following terms and conditions apply to and govern the Term Sheet between Worth Group, LLC ("Worth") and the Savannah Airport Commission ("Company") dated as of August 1, 2017 and attached hereto. Any capitalized terms used but not defined herein shall have the meanings ascribed to them by the Term Sheet.

1. Intellectual Property. The Company hereby grants Worth during the Term a non-exclusive, non-transferable license to use the Company's trademarks, trade names, service marks, brand names and logos (collectively, "Trademarks") to market and promote the Company and its products and/or services in connection with the Services. All good will arising from Worth's use of the Trademarks will inure to the Company.

2. Expenses. Company will reimburse Worth for all mutually agreed upon expenses incurred by Worth in performance of the Services, including without limitation, in connection with the Worth Summits or Worth Conversation events. Worth will provide Company with receipts and other appropriate documentation of any such expenses. Worth will not be obliged to incur any expenses that are not approved by Company. Reimbursement will be provided within thirty (30) days of Company's receipt of submission of receipts or other documentation of such expenses.

3. Termination. Either party may elect to suspend its performance hereunder or to terminate the Term prior to its expiration only due to the material breach by the other party of any material provision of this Agreement which is not cured within thirty (30) days following the complaining party's delivery of detailed written notice of such breach to the other party (or ten (10) days in the event of non-payment, which shall be deemed a material breach).

4. Representations and Warranties. The Company represents and warrants that it has the right, power and authority to engage Worth to perform the Services and, in doing so, will not violate any applicable agreements, rights of third parties, or any applicable law, rule or regulation, nor any Company policies or resolutions of Company's board or other governing bodies.

5. Confidential Information.

(a) Each party acknowledges that information provided by either party in connection with the Services and/or this Agreement may contain confidential, privileged and non-public proprietary information, data and material, and disclosure thereof may be damaging to the disclosing party. As used herein, "Confidential Information" means any and all non-public technical and business information which the receiving party knew or should have reasonably known was the confidential information of the disclosing party, disclosed in any manner or form which may include, without limitation, financial plans and records, technical specifications, product formulations, litigation data, marketing plans, business strategies, business plans, including previous developed pitch and launch materials, trade secrets, present and proposed products, computer software programs, source code, relationships with third parties, customer and client lists, and information regarding clients and suppliers.

(b) Each party agrees and acknowledges that it has been and/or will be privy to Confidential Information of the other party and that it is reasonable and necessary for the protection of the trade secrets, goodwill and business of the other party that it make the covenants contained herein. Therefore, each party agrees that it will not disclose the other party's Confidential Information, without the disclosing party's consent (such as may be required in discussions with potential business partners), to anyone other than those of its employees, affiliates, attorneys, and accountants who have a reasonable need to have access to such Confidential Information and who are bound by obligations no less restrictive than those contained herein to maintain the confidentiality of the same. Neither party may use any of the Confidential Information of the other party for any other purpose than to perform a party's

obligations under the Agreement. Each party will use the same degree of care to protect Confidential Information of the other party as it uses to protect its own Confidential Information of like importance, but no less than a reasonable degree of care. No license to either party's Confidential Information is either granted or implied by the disclosure of Confidential Information. The duties and obligations to protect Confidential Information will survive termination of the Term.

(c) The receiving party will not have any obligations with respect to any Confidential Information of the disclosing party which the receiving party can establish: (i) is or becomes generally publicly available through no wrongful act of the receiving party; (ii) was lawfully obtained by the receiving party from a third party without any obligation to maintain the Confidential Information as proprietary or confidential; (iii) was previously known to the receiving party without any obligation to keep it confidential; or (iv) was independently developed by the receiving party without use or reference to the Confidential Information of the disclosing party. Notwithstanding the above, the receiving party may disclose certain confidential information without violating the obligations of this Agreement to the extent such disclosure is required pursuant to applicable law, court order, administrative proceeding or duly authorized subpoena; provided that the receiving party will promptly notify the other party in writing prior to disclosure, and reasonably cooperates with the disclosing party in obtaining a protective order preventing or limiting such disclosure to that which is reasonably required by the applicable law, order, proceeding or subpoena.

(d) Each party recognizes and acknowledges that irreparable damage might result to the disclosing party if Confidential Information is improperly disclosed by the receiving party to any non-authorized third party, and that monetary damages may be an insufficient remedy therefor. Consequently, notwithstanding anything to the contrary contained herein, the disclosing party may seek court-ordered injunctive relief to prevent or limit such disclosure.

6. Disputes/Arbitration. In the event any disputes or controversies arise between the parties, the aggrieved party shall advise the other party of the dispute in writing and within ten (10) business days after written notice is received, an authorized representative for each party shall meet and attempt to resolve the dispute. Any agreement reached in relation to the dispute shall be committed to writing and signed by both authorized representatives. Disputes arising hereunder which cannot be resolved between the parties shall be submitted to binding arbitration by a single arbitrator appointed in accordance with the then current commercial arbitration rules of the American Arbitration Association. Any such arbitration shall be conducted in Manhattan, New York. The parties shall share equally the costs and expenses of any such arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The foregoing shall not apply to actions by Worth to collect payment from Company, which may be brought directly in any court of competent jurisdiction, and in any such action in which Worth is successful, Worth shall be entitled to recover its reasonable attorney's fees and costs.

7. Independent Contractors; Nature of Services. Each party is an independent contracting entity and shall be solely responsible for its own taxes, withholdings, and other similar statutory obligations. Nothing herein shall be deemed to create any partnership, joint venture, employer-employee or principal-agent relationship between the parties. Neither party shall have any power or authority hereunder or otherwise to bind or enter into any agreement or commitment on behalf of the other party. Worth's Services are not full-time and are non-exclusive to the Company. Worth cannot and does not guarantee any results of its Services and will not be liable to Company with regard to the timing, terms,

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conditions or success (including with respect to attendance by third parties) of any proposed business, marketing or other services, opportunities, events, milestones, targets, transactions, partnerships or relationships, including without limitation the Worth Summits and Worth Conversation events. The Company acknowledges and agrees that it has not relied on any statements or information from Worth in entering into this Agreement and that Worth will not be acting as Company's representative, agent, or investment broker or dealer, and its Services will not include any matters of negotiation, valuation, sales, advice, settlements, suitability, underwriting, providing materials or information, handling funds or securities, or otherwise supervising, facilitating or effecting any particular opportunity, transaction, security, or potential investor or other business partner.

8. Indemnification. The Company will indemnify, hold Worth harmless and defend at the Company's expense any suit threatened or brought against Worth, and will pay any settlement Company makes or approves (such approval not to be unreasonably delayed or withheld), or any actual out-of-pocket expenses, costs or losses (including without limitation reasonable outside attorney's fees and damages finally awarded in such suit), insofar as such suit is based on a claim by any third party (i) resulting from a breach by the Company of any of its representations and warranties or obligations in the Term Sheet or herein; (ii) related to any information or materials provided by the Company to Worth; or (iii) related to any personal injuries (including death), illness or other arising from the Company's products or services.

9. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT, EVEN IF A PARTY IS INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS

AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR DUE TO WORTH PURSUANT TO THE TERM SHEET.

10. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its conflict of laws rules. Any controversy or claim arising out of or relating to this Agreement or the breach hereof which cannot be resolved by the parties shall be settled by arbitration in accordance herewith. The waiver by either party of a breach by the other of any provisions of this Agreement shall not operate or be construed as a waiver or any subsequent breach. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest; provided, Worth shall not assign or delegate the performance of its Services hereunder without the Company's written consent, other than to an affiliated or successor entity. Except for payment obligations, neither party shall be deemed in material breach of this Agreement to the extent it is unable to comply due to natural disaster, war, riot, systemic Internet failure, death, or disability of key personnel, act of God, or other circumstance beyond its reasonable control; provided that if such condition or circumstance continues for longer than sixty (60) days, then the other party shall have the right to terminate the Term. All references to \$ or Dollars shall mean U.S. Dollars. No amendments or variations of the terms and conditions or the Term Sheet shall be valid unless the same is in writing and signed by both of the parties hereto. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions hereof. Such remaining provisions shall be fully severable, and the remainder hereof shall be construed and enforced as if such invalid provisions had never been a part hereof. The Term Sheet, any attached schedules, and these terms and conditions integrate and reflect the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, and understandings written or oral, between them. The headings of the various sections of this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.