

management of the PREMISES is for the preservation of the cultural resources on the property and for scientific research and education, and (ii) that only wildlife management and outdoor recreational uses which minimize the disturbance of cultural resources, such as hiking, picnicking, and observing and photographing nature, will be allowed and only to the degree that these secondary uses can be accommodated without conflicts with the aforementioned primary use. The CONCESSIONAIRE shall take no action that conflicts with the Heritage Preserve primary and secondary management purposes set forth in this subparagraph. The CONCESSIONAIRE shall advise the DEPARTMENT of any proposed change in use as such is being considered by the CONCESSIONAIRE prior to any implementation thereof.

- C. The CONCESSIONAIRE acknowledges that proceeds from tax-exempt bonds issued or guaranteed by the State of Georgia were spent, in whole or in part, on the PREMISES or improvements or appurtenants thereto and that said bonds have not been retired or defeased. The CONCESSIONAIRE shall take no action that may jeopardize the tax-exempt status of the State's general obligation bonds issued to finance the acquisition of the PREMISES. The CONCESSIONAIRE shall advise the DEPARTMENT of any proposed change in use as such is being considered by the CONCESSIONAIRE. Subject to the foregoing statement, the PREMISES, neither as a whole nor any subdivided portion, may be sold, leased, licensed, or otherwise assigned without the express written consent of the Georgia State Financing and Investment Commission, which consent shall be given or not in the sole and absolute discretion of the Georgia State Financing and Investment Commission. Any sale, lease, license or other assignment made without the required consent of the Georgia State Financing and Investment Commission shall be void *ab initio*.
- D. With the exception of rentals or licenses with a duration of less than thirty (30) days for parks and recreation purposes, public education purposes, public cultural and historical purposes, and tourist facilities and services or any combination thereof otherwise permitted hereunder, the CONCESSIONAIRE shall not assign this AGREEMENT or any of its rights or interest in this AGREEMENT without the prior express written consent of the DEPARTMENT. An unauthorized assignment shall be void *ab initio* and shall, at the option of the DEPARTMENT, terminate this AGREEMENT. The DEPARTMENT'S