12.4.3. Each Applicable Year, in the event that LHM's operating expenses exceed the Annual Contribution Amount, the University shall contribute to LHM the funds necessary to cover the shortfall; provided, however, that once the University has contributed $200,000 (as adjusted pursuant to this Section 12.4.3, the "**University Funding Cap**") to LHM in any given Applicable Year, the University shall not be required to provide any additional funds to LHM during such Applicable Year. The University Funding Cap shall be (i) pro-rated for any period of less than an Applicable Year whether at the commencement of LHM's operation at the Historic Precinct or at the end of LHM's operation at the Historic Precinct, and (ii) adjusted annually (but never decreased) effective at the beginning of LHM's sixth (6th) Applicable Year. The adjusted University Funding Cap shall be the amount determined by multiplying $200,000 by a fraction whose numerator is the CPI for the first calendar month preceding the month in which the adjustment date falls and whose denominator is the CPI for January 2007; provided, however, that in no event shall the University Funding Cap ever be reduced by reason of this adjustment. For the avoidance of doubt, the value of any services or benefits provided by the University or its affiliates (including, without limitation, security services) to LHM or for the benefit of the Museums or the Historic Precinct shall not have the effect of reducing the University's funding obligation for purposes of determining whether the University has funded an amount equal to the University Funding Cap under this Section 12.4.3.

12.5. **Foundation Employees**. LHM shall offer employment, effective as of the Closing Date, at rates of pay the same as those being paid by the Foundation, to the following employees and/or independent consultants of the Foundation (collectively, the "**Transferred Employees**"): Kenneth Summers, as the Cataloging Representative, William Schroh, as Museum Director, Richard J. O'Neill, as Executive Director, and Jeff Eckert, as Manager of Buildings and Grounds. LHM shall be obligated to continue the employment of the Cataloging Representative until the expiration of the Cataloging Period, and to continue the employment of William Schroh and Richard J. O'Neill for at least one (1) year following the Closing Date.

12.6. **Foreclosure Under Foundation Mortgage**. If the Foundation recovers ownership of the Historic Precinct pursuant to the exercise of any of its remedies under the Mortgage (a "**Foreclosure**"), then in such event, effective as of the date of the Foreclosure, (i) all of the University's designees to LHM's board of trustees shall cease to be trustees of LHM; (ii) the University's interest as a Class A Member in LHM shall automatically be deemed forfeited; and (iii) thereafter LHM's sole Member shall be the Foundation.

12.7. **Survival**. The terms and covenants of this Section 12 shall survive the Closing.