

accordance with Section 13.2(c) of this Agreement or Section 6 of the Mutual Guaranty Agreement, as the case may be, and to retain such amount subject to Section 5.20(d). Upon the occurrence of an event described in clauses (v), (vii) or (viii) above, Buyer has the right to draw upon the entire amount of the Letter of Credit and retain such amount subject to Section 5.20(d). Upon the occurrence of the event described in clause (vi) above, Buyer has the right to draw upon the Letter of Credit in the amount in which the Supplemental Letter of Credit was required to have been issued as provided in Section 5.20(b), and to retain such amount subject to Section 5.20(d). Upon the occurrence of the event described in clause (ix) above, Buyer has the right to draw upon the Letter of Credit or, if the Letter of Credit has been replaced by the Supplemental Letter of Credit as provided in Section 5.20(b), the Supplemental Letter of Credit, in an amount equal to the amount of the payment made to Buyer by Seller or Abex within the 90-day period referred to in clause (ix) and to retain such amount; provided, Buyer shall promptly thereafter repay to Seller or Abex, as the case may be, from its own funds, the amount of such payment made to Buyer by Seller or Abex within such 90-day period to the extent Buyer has drawn such funds under the Letter of Credit or the Supplemental Letter of Credit, as the case may be. To the extent Buyer has the right to draw upon the Letter of Credit or the Supplemental Letter of Credit in the amounts permitted above, it has the right to draw