annum discount rate, the "Present Value") of all future indemnification obligations of Seller under this Agreement with respect to such asserted claims which would reasonably be expected to arise after the fifth anniversary of the Closing Date (collectively, the "Fourth Year Claims"), and such Supplemental Letter of Credit shall survive until the fifth anniversary of the Closing Date, at which time it shall terminate and cease to be of effect.

(c) Buyer has the right to draw upon the Letter of Credit and the Supplemental Letter of Credit upon the occurrence (and only upon the occurrence) of any of the following events:

(i) Buyer and either Seller or Abex have consented thereto in writing;

(ii) Seller has failed, within 30 days (or, if fewer, the number of days (x) until the tenth day before the fourth anniversary of the Closing Date, if no Supplemental Letter of Credit has been delivered by such date or (y) until the tenth day before the fifth anniversary of the Closing Date, if the Supplemental Letter of Credit has been delivered) following the issuance of an arbitration award against Seller pursuant to Section 13.2(c) of this Agreement setting forth the dollar amount owed to Buyer by Seller pursuant to Seller's indemnification obligations under any provision of this Agreement, to pay the full