be made by Abex and without regard to any 30-day waiting period, draw down such amount directly under the Letter of Credit.

(iv) (x) each of Seller and Abex has liquidated, dissolved, wound up its affairs, or had bankruptcy, insolvency, bankruptcy reorganization or a similar case or proceeding commenced by it or against it, which cases or proceedings remain, to Buyer's knowledge, unstayed and in effect, (y) to the extent Seller and Abex legally exist, Buyer has sent to both Seller and Abex (or to their respective trustees in bankruptcy) a notice of claim relating to Seller's indemnification obligations under this Agreement or to Abex's guaranty obligations with respect thereto, as the case may be (which claim may include the Present Value of all future indemnification obligations of Seller under this Agreement which would be reasonably expected to arise thereafter but shall, if made after the Supplemental Letter of Credit has been delivered pursuant hereto, be limited to Fourth Year Claims), which notice may be given in accordance with the notice provisions of the Agreement and the Mutual Guaranty Agreement, as the case may be, or may alternatively be in the form of a proof of claim and (z) 45 days (or, if fewer, the number of days (A) 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 (B) until the tenth day before the fifth anniversary of the Closing Date, if the Supplemental Letter of Credit has been delivered) have passed from the later of the date of such notice and the date of commencement of such case or proceeding, without Seller or Abex, as the case may be (including their respective trustees in bankruptcy on their behalf), commencing arbitration proceedings with respect to such claim in accordance with Section 13.2(c) of this Agreement or Section 6 of the Mutual Guaranty Agreement, as the case may be;

(v) the Letter of Credit is to expire in ten days or less (unless such expiration will occur on or after the fourth anniversary of the Closing Date) without a renewal thereof or a replacement from another Financial Institution in the amount of $10,000,000 (or $15,000,000 if so required by the terms of the Mutual Guaranty Agreement) and substantially the same form having been issued and delivered to Buyer, which renewal or replacement extends the effectiveness of the Letter of Credit for an additional one year;

(vi) the Supplemental Letter of Credit has not been duly issued and delivered to Buyer to the extent required by Section 5.20(b);