under this Agreement, or by Abex in respect of its obligations under the Mutual Guaranty Agreement with respect to such indemnification obligations of Seller under this Agreement, in either case, whether voluntarily or pursuant to an arbitration award, and (z) within 90 days from the date of such payment, the party that made such direct payment to Buyer shall have bankruptcy, insolvency, bankruptcy reorganization or a similar case or proceeding commenced by it or against it.

Upon the occurrence of an event described in clauses (i), (ii) or (iii) above, Buyer has the right to draw upon the Letter of Credit or, if the Letter of Credit has been replaced by the Supplemental Letter of Credit as provided in Section 5.20(b), the Supplemental Letter of Credit, in the amount consented to or the amount awarded by the arbitrators which has not been paid by Seller or Abex, and to retain such amount; provided, however, that draws on the Supplemental Letter of Credit based on events described in clauses (ii) or (iii) above shall be limited to Fourth Year Claims. Upon the occurrence of the event described in clause (iv) above, Buyer has the right to draw upon the Letter of Credit or, if the Letter of Credit has been replaced by the Supplemental Letter of Credit as provided in Section 5.20(b), the Supplemental Letter of Credit, in an amount equal to the aggregate amount of the claims asserted by Buyer in the notice referred to in clause (iv)(y) as to which neither Seller or Abex has commenced arbitration proceedings within the time period specified in such clause in