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 amount required to be so paid as specified in such arbitration award, which award may include, if the event described in clause (iv)(x) below has occurred, the Present Value of all future indemnification obligations of Seller arising from the claim in such arbitration which would be reasonably expected to arise after such award is rendered, upon payment of which the claims covered by such arbitration award shall be deemed finally settled; but if such event has not occurred, such Present Value amounts shall be excluded; provided, however, that if any such payment is required to be made by Seller to Buyer after the ninety-fifth day before the fifth anniversary of the Closing Date, then Buyer may, in lieu of requiring such payment to be made by Seller and without regard to any 30-day waiting period, draw down such amount directly under the Letter of Credit;

(iii) Abex 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) after the issuance of an arbitration award against Abex pursuant to Section 6 of the Mutual Guaranty Agreement setting forth the dollar amount owed to Buyer by Abex pursuant to Abex's obligations under the Mutual Guaranty Agreement with respect to the failure of Seller to satisfy its indemnification obligations under any provision of this Agreement, to pay the full amount required to be so paid as specified in such arbitration award, which award may include, if the event described in clause (iv)(x) below has occurred, the Present Value of all future indemnification obligations of Seller arising from the claim in such arbitration which would be reasonably expected to arise after such award is rendered, upon payment of which the claims covered by such arbitration award shall be deemed finally settled; but if such event has not occurred, such Present Value amounts shall be excluded; provided, however, that if any such payment is required to be made by Abex to Buyer after the ninety-fifth day before the fifth anniversary of the Closing Date, then Buyer may, in lieu of requiring such payment to