or, if the Letter of Credit has been replaced by the Supplemental Letter of Credit as provided in Section 5.20(b), the Supplemental Letter of Credit, in an amount equal to the amount of the payment made to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 on the Supplemental Letter of Credit in the amounts permitted above, it has the right to draw lesser amounts at its election without limiting its right to (i) make further draws up to the aggregate amounts permitted above or (ii) exercise its other rights and remedies.

(d) In the event Buyer has drawn upon the Letter of Credit or Supplemental Letter of Credit pursuant to Section 5.20(c)(iv), (v), (vi), (vii) or (viii) and retained the amounts so drawn down pursuant to Section 5.20(c), then on the fifth anniversary of the Closing Date if there existed any Fourth Year Claims, or on the fourth anniversary of the Closing Date if there existed no Fourth Year Claims (in either case, the "Repayment Date"), Buyer shall pay to Seller, together with interest thereon at the Reference Rate from the respective dates of any such drawdown, all amounts Buyer has drawn down under the Letter of Credit or the Supplemental Letter of Credit pursuant to Section 5.20(c)(iv), (v), (vi), (vii) or (viii), net of all unpaid amounts that Abex or Seller has agreed, or arbitrators shall have determined, in accordance with Section 13.2(c) of this Agreement or Section 6 of the Mutual Guaranty Agreement, to be due and payable by Seller to Buyer pursuant to Seller's indemnification obligations under this Agreement or by Abex to Buyer pursuant to Abex's obligations under the Mutual Guaranty Agreement with respect to Seller's breach of its indemnification obligations hereunder; provided, however, that Buyer shall not be obligated to pay to Seller any amounts it has drawn down under the Letter of Credit or the Supplemental Letter of Credit pursuant to Section 5.20(c)(iv) unless and to the extent arbitration proceedings pursuant to Section 13.2(c) of this Agreement or Section 6 of the Mutual Guaranty Agreement shall have been conducted against Buyer (or, at Buyer's election, by Buyer) which result in an award that is inconsistent with such amounts drawn down with respect to a claim made pursuant to Section 5.20(c)(iv); and provided, further, that Buyer shall not be obligated to pay to Seller any amounts it has drawn down under the Letter of Credit or the Supplemental Letter of Credit pursuant to Section 5.20(c)(v), (vi), (vii) or (viii) to the extent the events described in Section 5.20(c)(iv)(x), (y) and (z) have occurred with respect to a