

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 claim, 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 claim. In the case of drawdowns by Buyer based upon events set forth in clause (v), (vi), (vii) or (viii) of Section 5.20(c), in the event Seller or Abex is thereafter able to and does deliver a replacement letter of credit in the required amount and in substantially the same form as the Letter of Credit or the Supplemental Letter of Credit from a Financial Institution, all amounts retained by Buyer pursuant to Section 5.20(c)(v), (vi), (vii) and (viii) shall be promptly paid to Seller or Abex, as the case may be, plus interest at the Reference Rate, and the provisions of this Section 5.20 shall apply; provided that,