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