EXECUTION VERSION

Patent License Agreement

between

Saint Regis Mohawk Tribe

and

Allergan, Inc.

Dated as of September 8, 2017

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SCHEDULES

Schedule 1.17	E.D. Texas Litigations
Schedule 1.31	IPR Proceeding(s)
Schedule 1.32(a)	Licensed Patents
Schedule 1.43	Prior Settlement Agreements
Schedule 1.55	Valid Claims

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PATENT LICENSE AGREEMENT

This Patent License Agreement (this "**Agreement**") is made and entered into as of September 8, 2017 (the "**Effective Date**") by and between the Saint Regis Mohawk Tribe, a federally recognized sovereign Native American tribe ("**Licensor**"), and Allergan, Inc., a corporation organized under the laws of the State of Delaware, having a business address at Morris Corporate Center III, 400 Interpace Parkway, Parsippany, New Jersey 07054 ("**Allergan**"). Licensor and Allergan are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, Licensor is the sole and exclusive owner of, and has the right to license to, Allergan the Licensed Patents (as defined herein); and

WHEREAS, Licensor wishes to grant to Allergan, and Allergan wishes to take, a license under the Licensed Patents to develop, commercialize and otherwise exploit Licensed Products.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless otherwise specifically provided herein, the following terms shall have the following meanings:

1.1 "**Action**" means any action, suit, arbitration, legal process, investigation, claim, proceeding (including enforcement proceeding), demand or other similar dispute or dispute resolution method (whether federal, state, local or tribal).

1.2 "**Administrative Proceeding**" has the meaning set forth in Section 5.1.1.

1.3 "**Affiliate**" means, with respect to a Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such first Person but only for so long as such Person controls, is controlled by or is under common control with such first Person. For purposes of this definition, "control" and, with correlative meanings, the terms "controlled by" and "under common control with" means: (a) the possession, directly or indirectly, of the power to direct the management or policies of a business entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise; or (b) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of a business entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity). For clarity, each Component of Licensor shall be deemed an Affiliate of Licensor under this Agreement.

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1.4 "**Agreement**" has the meaning set forth in the preamble hereto.

1.5 "**Allergan**" has the meaning set forth in the preamble hereto.

1.6 "**Allergan Indemnitees**" has the meaning set forth in Section 8.1.2.

1.7 "**Applicable Law**" means applicable international, foreign, federal, state and local laws, rules, and regulations, including any rules, regulations, guidelines, or other requirements of any Governmental Entity that may be in effect from time to time. For clarity, with respect to all representations, warranties, covenants and other obligations of Licensor hereunder and any rights, remedies or privileges of Allergan hereunder, the term "Applicable Law" shall include all tribal laws, rules, and regulations.

1.8 "**Business Day**" means a day other than a Saturday, Sunday, or a day on which banking institutions in New York, New York are permitted or required to be closed.

1.9 "**Calendar Quarter**" means each successive period of three calendar months commencing on January 1 and ending on December 31, except that the last Calendar Quarter of the Royalty Term shall end on the last day of the Royalty Term.

1.10 "**Competing Product**" means any Generic Equivalent or any product other than a Licensed Product that is developed or approved by the FDA for any indication that includes or is the same as any indication for which any Licensed Product is approved by the FDA.

1.11 "**Component of Licensor**" means any company, corporation, enterprise, authority, division, subdivision, branch or other agency, instrumentality or other government component of Licensor.

1.12 "**Confidential Information**" has the meaning set forth in Section 6.1.

1.13 "**Contested PTO Proceeding**" has the meaning set forth in Section 5.3.

1.14 "**Dispute**" has the meaning set forth in Section 10.7.

1.15 "**Dispute Resolution Parties**" has the meaning set forth in Section 10.7.

1.16 "**Dollars**" or "**$**" means United States Dollars.

1.17 "**E.D. Texas Litigations**" means the cases listed on **Schedule 1.17**.

1.18 "**Effective Date**" has the meaning set forth in the preamble.

1.19 "**Exploit**" means to make, have made, use, offer to sell, sell import or otherwise exploit. The term "Exploitation" has a corresponding meaning.

1.20 "**FDA**" means the United States Food and Drug Administration and any successor agency thereto.

1.21 "**Force Majeure Event**" has the meaning set forth in Section 10.1.

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1.22 **"GAAP"** means United States generally accepted accounting principles consistently applied.

1.23 **"Generic Equivalent"** means any Third Party product or application approved by the FDA for sale, or for which FDA approval for sale is being sought, in the U.S. in reliance, in whole or in part, on the prior FDA approval (or on safety or efficacy data submitted in support of the prior FDA approval) of a Licensed Product, including without limitation Third Party applications filed and/or approved pursuant to Section 505(b)(2) or Section 505(j) of the Food, Drug, and Cosmetics Act, as amended (21 U.S.C. 355(b)(2) and 21 U.S.C. 355(j), respectively), including products for which Restasis® or Restasis MultiDose™ is the reference listed drug.

1.24 **"Governmental Entity"** means any applicable supra-national, federal, national, regional, state, provincial, or local regulatory agencies, authorities, instrumentalities, departments, bureaus, commissions, councils, courts, or other government entities. For clarity, with respect to all representations, warranties, covenants and other obligations of Licensor hereunder and any rights, remedies or privileges of Allergan hereunder, the term Governmental Entity shall include any tribal regulatory agencies, authorities, instrumentalities, departments, bureaus, commissions, councils, courts, or other government entities and entities exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government.

1.25 **"Grantees"** has the meaning set forth in Section 10.8.1(a).

1.26 **"Hatch-Waxman Act"** means the U.S. "Drug Price Competition and Patent Term Restoration Act" of 1984, as set forth at 21 U.S.C. §355 *et seq.*

1.27 **"Indemnified Party"** has the meaning set forth in Section 8.2.1.

1.28 **"Indemnifying Party"** means the Party from which indemnification is sought pursuant to Section 8.1.

1.29 **"Infringement"** has the meaning set forth in Section 5.2.1.

1.30 **"Infringement Action"** has the meaning set forth in Section 5.2.2.

1.31 **"IPR Proceeding(s)"** means that certain inter-partes review proceedings as set forth on **Schedule 1.31**.

1.32 **"Licensed Patents"** means (a) the United States Patents listed on **Schedule 1.32(a)** and any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions of the foregoing patents.

1.33 **"Licensed Product"** means any product, including an authorized generic, approved by the FDA for sale in the United States under, or otherwise relating or referring to, NDA No. 050790 and/or No. 021023, including any supplements, amendments or replacement applications relating to any of the foregoing.

1.34 **"Licensor"** has the meaning set forth in the preamble hereto.

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