

EXHIBIT C

REDACTED

EXECUTION VERSION

Patent License Agreement

between

Saint Regis Mohawk Tribe

and

Allergan, Inc.

Dated as of September 8, 2017

9-8-17
ET
9/10/17

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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to
9/8/17

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 I 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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