

EXHIBIT D

REDACTED

EXECUTION VERSION

Supplementary Patent License Agreement

between


Saint Regis Mohawk Tribe

and

Allergan, Inc.

Dated as of September 8, 2017

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to PTM

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SCHEDULES

Schedule 1.24(a) Licensed Patents

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SUPPLEMENTARY PATENT LICENSE AGREEMENT

This Supplementary 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 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 4.1.1.

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.

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

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1.5 “Allergan” has the meaning set forth in the preamble hereto.

1.6 “Allergan Indemnitees” has the meaning set forth in Section 7.1.2.

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

1.10 “Confidential Information” has the meaning set forth in Section 5.1.

1.11 “Contested Proceeding” has the meaning set forth in Section 4.2.5.

1.12 “Dispute” has the meaning set forth in Section 9.8.

1.13 “Dispute Resolution Parties” has the meaning set forth in Section 9.8.

1.14 “Effective Date” has the meaning set forth in the preamble.

1.15 “Exploit” means to make, have made, use, offer to sell, sell import or otherwise exploit. The term “Exploitation” has a corresponding meaning.

1.16 “Force Majeure Event” has the meaning set forth in Section 9.1.

1.17 “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.

1.18 “Grantees” has the meaning set forth in Section 9.9.1(a).

1.19 “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.*

1.20 “Indemnified Party” has the meaning set forth in Section 7.2.1.

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