

18-02802-E

February 26 2018

US Securities & Exchange Commission
Office of FOIA and Privacy Act Operations
100 F Street, NE Mail Stop 5100
Washington, DC 20549-5100



Dear FOIA Office:

Under the Freedom of Information Act (FOIA), please send a copy of the following:

A copy of: Exhibit 10.2 to the form 10-Q filed by SANTARUS INC on May 5, 2011

In the event confidential treatment has not expired provide the specific date for which confidential treatment is still in effect. I do not need a copy of the order. We authorize up to

\$61.00 in processing fees. Thank You,

Paul D'Souza
Editor - Deals

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
STATION PLACE
100 F STREET, NE
WASHINGTON, DC 20549-2465

Office of FOIA Services

March 29, 2018

Mr. Paul D'Souza
Clarivate Analytics
160 Blackfriars Road
London, SE18EZ
United Kingdom

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-02802-E

Dear Mr. D'Souza:

This letter is in response to your request, dated and received in this office on February 26, 2018, for access to Exhibit 10.2 to the Form 10-Q filed by Santarus Inc. on May 5, 2011.

The search for responsive records has resulted in the retrieval of two (2) pages of records that may be responsive to your request. They are being provided to you with this letter.

No fees have been assessed for the processing of this request. If you have any questions, please contact me at osbornes@sec.gov or (202) 551-8371. You may also contact me at foiapa@sec.gov or (202) 551-7900. You also have the right to seek assistance from Ray J. McInerney as a FOIA Public Liaison or contact the Office of Government Information Services (OGIS) for dispute resolution services. OGIS can be reached at 1-877-684-6448 or Archives.gov or via e-mail at ogis@nara.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sonja Osborne".

Sonja Osborne
FOIA Lead Research Specialist

Enclosure

FIRST AMENDMENT TO DISTRIBUTION AND LICENSE AGREEMENT

This FIRST AMENDMENT TO DISTRIBUTION AND LICENSE AGREEMENT (this "Amendment") is made as of March 10, 2011 (the "Effective Date"), by and among VeroScience, LLC, a Delaware limited liability company ("VeroScience"), S2 Therapeutics, Inc. f/k/a Wythe Therapeutics, Inc., a Tennessee corporation ("S2"), and Santarus, Inc., a Delaware corporation ("Santarus"). Each of VeroScience, S2 and Santarus is referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, the parties entered into a certain Distribution and License Agreement, dated as of September 3, 2010 (the "2010 Agreement"); and

WHEREAS, the parties desire to amend the 2010 Agreement to eliminate certain conditions precedent to the parties discussion of information relating to and the negotiation of agreements regarding Additional Products.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto intending to be legally bound hereby agree as follows:

1. The capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the 2010 Agreement.

2. The words "after the first (1st) anniversary of the Effective Date" in the first sentence of Section 2.5(b) of the 2010 Amendment are hereby replaced with "after March 1, 2011".

3. With respect to the first Additional Product, discussions need not be initiated at a regularly scheduled meeting of the JSC.

4. The parties acknowledge and agree that VeroScience's delivery to Santarus of information relating to potential reformulation(s) of the Product shall be deemed initiation of discussions relating to such potential reformulation(s) for the purpose of Section 2.5(b) of the 2010 Agreement. In accordance with Section 2.5(b), subject to the confidentiality provisions of the 2010 Agreement, during the ninety (90) day period following the initiation of such discussions pursuant to Section 2.5(b), VeroScience shall provide to Santarus and S2 such information regarding any such Development activities or Additional Product(s) as is reasonably requested by Santarus or S2 or as would reasonably be expected to be material to Santarus's decision regarding participation in and/or the provision of financial support for Development associated with such Additional Product(s), in each case, to the extent VeroScience possesses such information and is not prohibited from disclosing such information under the terms of an applicable Third Party agreement.

5. Except as expressly modified in this Amendment, the 2010 Agreement remains in full force and effect.

6. This Amendment may be executed in any number of counterparts (including by facsimile or electronic signature), each of which will be deemed an original as against the party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.

7. This Amendment will be construed under and in accordance with, and governed in all respects by, the laws of the State of New York, without regard to its conflicts of law principles.

[Signature page follows]

CONFIDENTIAL TREATMENT REQUESTED

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate as of the day and year first above written.

S2 THERAPEUTICS, INC.

/S/ Charles P. Sutphin
By: Charles P. Sutphin
Its: President and Chief Executive Officer

VEROSCIENCE, LLC

/S/ Anthony H. Cincotta, Ph.D.
By: Anthony H. Cincotta, Ph.D.
Its: President and Chief Science Officer

SANTARUS, INC.

/S/ Gerald T. Proehl
By: Gerald T. Proehl
Its: President and Chief Executive Officer