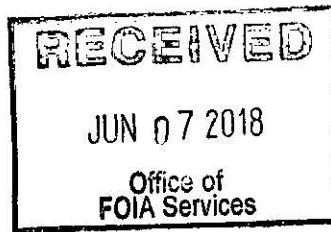


18-04635-E



Julia Justusson
ktMINE
940 West Adams
Suite 100
Chicago, IL 60607

6/7/2018

U.S. Securities & Exchange Commission
Office of FOIA and Privacy Act Operations
100 F Street, NE
Mail Stop 2465
Washington, DC 20549-5100

Dear Sir or Madam:

Under the Freedom of Information Act (FOIA), please send the confidential portions (i.e. unredacted documents) corresponding to the expiration of the Confidential Treatment Order submitted under Rule 24b-2 of the following company:

Exhibit 10.26 to the form S-1 filed by MAP Pharmaceuticals, Inc. on June 18, 2007.

We authorize \$0 for search and review fees, as these documents have been previously requested. Please contact me if search will require additional fees beyond the above mentioned. I can be reached via email at julia.justusson@ktmine.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Julia Justusson".

Julia Justusson



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

Office of FOIA Services

June 21, 2018

Ms. Julia Justusson
ktMINE
940 West Adams, Suite 100
Chicago, IL 60607

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-04635-E

Dear Ms. Justusson:

This letter is in response to your request, dated and received in this office on June 7, 2018, for Exhibit 10.26 to the Form S-1 filed by MAP Pharmaceuticals, Inc. on June 18, 2007. According to our records, the exhibit was filed on November 19, 2007.

Your request is granted in full. The 3-page exhibit is enclosed with this letter. Because this exhibit was released in response to a previous FOIA request, no processing fees have been assessed.

If you have any questions, please contact me at Gbenoua@sec.gov or (202) 551-5327. You may also contact me at foiapa@sec.gov or (202) 551-7900. You also have the right to seek assistance from Jeffery Ovall 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,

Amy Gbenou

Amy Gbenou
FOIA Research Specialist

Enclosure

EXHIBIT 10.26

FIRST AMENDMENT TO LICENSE AGREEMENT

This **FIRST AMENDMENT** ("First Amendment") is made and entered into as of September 15, 2006 ("First Amendment Effective Date")

BETWEEN:

- (1) **Elan Pharma International Limited**, a company incorporated under the laws of Ireland, and having its registered office at Monksland, Athlone, County Westmeath, Ireland ("EPIL"); and
- (2) **MAP Pharmaceuticals, Inc.**, a company incorporated under the laws of Delaware, having its principal place of business at 2400 Bayshore Parkway, Suite 200, Mountain View, CA 94043, USA ("MAP").

RECITALS:

WHEREAS, EPIL and MAP entered into a License Agreement on February 3, 2005 (the "Agreement") whereby EPIL granted to MAP an exclusive sublicensable license to EPIL Intellectual Property for the sole purpose of, and only to the extent necessary for, using, marketing, distributing, selling, having sold, offering for sale, importing and exporting the Product in the Field in the Territory;

WHEREAS, the Agreement required MAP to pay certain non-refundable one-time milestone payments to EPIL upon the achievement of certain events as set forth in Clause 5.1 of the Agreement;

WHEREAS, on January 1, 2006 the registered office of EPIL changed from WIL House, Shannon Business Park, Shannon, County Clare, Ireland to Monksland, Athlone, County Westmeath, Ireland;

WHEREAS, EPIL and MAP now desire to amend the Agreement as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EPIL and MAP hereby agree as follows:

1. Clause 5.1.0.2 shall be deleted in its entirety.
2. Clause 5.1.0.3 shall be deleted in its entirety and replaced with the following which shall become Clause 5.1.0.2 (with corresponding numbering changes to the subsequent clauses of Clause 5.1.0):

a milestone payment of **[\$1,000,000]** upon the dosing of the first patient in a Phase II clinical trial of the Product;

3. Clause 5.1.4 shall be deleted in its entirety and replaced with the following:

Each of the license milestone payments as set forth in this Clause 5.1 which are payable by MAP to EPIL hereunder, shall be paid by MAP to EPIL **[within forty-five (45) days of the achievement of the relevant license]** milestone, with the exception of the license milestone payment payable under Clause 5.1.0.2 which shall be paid by MAP to EPIL **[immediately upon receipt of an invoice for the]** milestone **[sum due.]**

4. EPIL's notice details in 10.13 of the Agreement shall be deleted and substituted as follows:

Elan Pharma International Limited

Monksland

Athlone

County Westmeath

Ireland

Attention: **[Tom Riordan]**

[Vice President & Legal Counsel]

Fax: **[353 90 64 95402]**

4. All other terms and conditions of the Agreement remain unchanged and continue to be in full force and effect.
5. Capitalized terms not defined in this First Amendment shall have the meaning as set forth in the Agreement.

IN WITNESS WHEREOF EPIL and MAP have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date.

ELAN PHARMA INTERNATIONAL LIMITED

By: /s/ Paul V. Breen

Title: President and Chief Operating Officer

Date: 18th September 2006

MAP PHARMACEUTICALS, INC.

By: /s/ Timothy S. Nelson

Title: President and CEO

Date: September 15, 2006