

SCHEDULE 14A
Proxy Statement Pursuant to Section 14(a)
of the Securities Exchange Act of 1934 (Amendment No. __)

Filed by the Registrant ☐

Filed by a Party other than the Registrant ☒

Check the appropriate box:

- ☐ Preliminary Proxy Statement
☐ Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
☐ Definitive Proxy Statement
☒ Definitive Additional Materials
☐ Soliciting Material Under Rule 14a-12

VIVUS, Inc.

(Name of Registrant as Specified In Its Charter)

**First Manhattan Co.
First Health, L.P.
First Health Limited
First Health Associates, L.P.
First BioMed Management Associates, LLC
First BioMed, L.P.
First BioMed Portfolio, L.P.
Sarissa Capital Management LP
Sarissa Capital Offshore Master Fund LP
Sarissa Capital Domestic Fund LP
Michael James Astrue
Rolf Bass
Jon C. Biro
Samuel F. Colin
Alexander J. Denner
Johannes J.P. Kastelein
Melvin L. Keating
David York Norton
Herman Rosenman**

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (check the appropriate box):

- ☒ No fee required.
- ☐ Fee computed on table below per Exchange Act Rule 14a-6(i)(4) and 0-11.
- 1) Title of each class of securities to which transaction applies:

2) Aggregate number of securities to which transaction applies:

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

4) Proposed maximum aggregate value of transaction:

5) Total fee paid:

☐ Fee paid previously with preliminary materials.

☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

1) Amount Previously Paid:

2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:

On July 3, 2013, First Manhattan Co. and its affiliates ("First Manhattan") filed a Schedule 13D Amendment with the Securities and Exchange Commission which attached as an exhibit a letter of intent executed by First Manhattan and Tony P. Zook (the "Letter of Intent"). In the Letter of Intent, First Manhattan indicated that, if it is successful in electing its nominees (the "Nominees") to constitute at least a majority of the board of directors of VIVUS, Inc. ("Vivus") at Vivus' annual meeting, the Nominees intend to cause Vivus to offer Mr. Zook employment as Chief Executive Officer of Vivus, and Mr. Zook agreed to accept such offer, if made. A copy of the Letter of Intent is filed herewith as Exhibit 1.

First Manhattan Co.
399 Park Avenue
New York, NY 10022

July 1, 2013

Mr. Tony P. Zook
129 Rossmore Drive
Malverne, PA 19355

Dear Tony:

As you are aware, First Manhattan Co. and its affiliates (collectively, "**First Manhattan**") are nominating nine nominees (the "**Nominees**") for election at the upcoming Annual Meeting of VIVUS, Inc. (the "**Company**") to replace the current Board of Directors of the Company (the "**Board**"). If First Manhattan is successful in electing the Nominees to constitute at least a majority of the Board, the Nominees intend to cause the Company to make you an offer of employment as the Chief Executive Officer of the Company. The offer of employment would include the following terms and conditions:

- An initial term of four (4) years, renewing annually thereafter unless either party provides notice of nonrenewal;
- A base salary of \$650,000;
- A target bonus opportunity equal to eighty percent (80%) of base salary, subject to the achievement of performance objectives established by the Company's Compensation Committee;
- An initial stock option grant of one million shares with an exercise price equal to the fair market value of a share on the date of grant. The stock options would vest with respect to one-third (1/3rd) of the shares on the first anniversary of the date of grant and with respect to 1/36 of the shares each month thereafter, subject to your continued employment. The stock options would accelerate upon a change in control;
- Eligibility for subsequent equity grants, as determined by the Company's Compensation Committee;
- Relocation package up to \$100,000 and a car allowance would be available as well as other compensation programs consistent with senior executives of the Company (approximately \$12,000 for 2013);
- Employee benefits applicable to other senior executives of the Company; provided that you may elect to either (x) receive reimbursement for COBRA premiums from your prior employer until you cease to be eligible for such coverage or (y) receive such benefits under Company benefit plans. Four (4) weeks vacation per year;
- Customary restricted covenants (including noncompetition with respect to selling or developing obesity drugs, nonsolicitation, confidentiality, inventions and nondisparagement) (All covenants

to be limited in duration to a customary period and in all events the noncompetition and nonsolicitation provisions to be limited in duration to 12 months post employment);

· Indemnification and coverage under the Company's D&O policy.

Please countersign this letter below to confirm your intent to accept the offer of employment if made, and to confirm (1) your understanding that we can publicly disclose the Nominees' intention to offer you the position of CEO, and your desire to accept the position, and (2) your willingness to meet and speak with shareholders of the Company, at our expense, prior to the Annual Meeting. First Manhattan hereby agrees to defend and indemnify you and hold you harmless with respect to any third party claims that may arise out of your reasonable activities in this regard or the activities of First Manhattan with respect to the Company.

This letter does not constitute a binding offer of employment, but is an indication of the Nominees' intent if they constitute at least a majority of the Board. You acknowledge that any final determination to make you an offer of employment is subject to a decision by the Board in the exercise of its fiduciary duties. In addition, any offer would be subject to (x) a representation that you are not subject to any agreement that would inhibit your ability to perform your duties to the Company, (y) a customary background check and (z) the negotiation and execution of mutually agreeable definitive documentation between you and the Company. If you have any questions please do not hesitate to contact me.

Sincerely,

/s/ Sam Colin, MD
Sam Colin, MD
Senior Managing Director

Agreed:

/s/ Tony P. Zook
Tony P. Zook