

Article 3

The Parties agree that Section 7.3(h)(ii) of the Agreement shall be amended as follows:

“(ii) Stability test products pursuant to section 2.1(d) up until the end of the Term (and any extension thereof) even if manufacturing ceases prior to that time; and”

Article 4

The Parties agree that Section 5.2(a) of the Agreement shall be amended as follows:

“Following the Execution Date, a written non-binding forecast for the Term of this Agreement shall be included with, and extend, the forecasts of the First MSA and continue through the end of the Term (and any extension thereof), broken down by month for the first year and by quarter thereafter, of the volume for each Product that Zogenix then anticipates will be required to be produced and delivered to Zogenix during the Term. Such non-binding forecast will be updated by Zogenix quarterly on a rolling basis.”

Article 5

This Amendment #4 constitutes a supplement to the Agreement, forms an integral and substantial part thereof and, unless otherwise expressly provided herein, shall be subject to the same terms and conditions of the Agreement. The provisions of the Agreement, as amended by this Amendment #4, remain in full force and effect, and any references to the Agreement shall be deemed to be references to the Agreement, as amended by this Amendment #4. Capitalized terms shall have the meaning set forth in the Agreement, unless otherwise defined herein.

IN WITNESS WHEREOF, the duly authorized representatives of each Party have executed this Amendment #4 as of the Amendment #4 Effective Date.

Zogenix, Inc.

Patheon UK Ltd.

Signature: /s/ Stephen J. Farr

Signature: /s/ Andrew Robinson

Name: Name: Stephen J. Farr, Ph.D

Name: Name: Andrew Robinson

Title: President and CEO

Title: Director

Date: 28 OCT 2016

Date: 31 OCT 2016