

18-02695-E

February 22 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 10.8 to the form 10-K filed by SANTARUS INC on March 6, 2009

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 08, 2018

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

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-02695-E

Dear Mr. D'Souza:

This letter is in response to your request, dated and received in this office on February 22, 2018, for a copy of Exhibit 10.8, to the Form 10-K, filed by Santarus, Inc. on March 6, 2009.

Our search for responsive records has resulted in the retrieval of the above-requested exhibit, totaling 4 pages of records that may be responsive to your request. They are being provided to you with this letter.

If you have any questions, please contact me at wadeo@sec.gov or (202) 551-8323. 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 "Ollie R. Wade".

Ollie R. Wade
FOIA Research Specialist

Enclosures

**OMEPRAZOLE SUPPLY AGREEMENT
AMENDMENT NO. 3**

THIS AMENDMENT (the "*Amendment*") by and among Santarus, Inc., a Delaware corporation having a principal place of business at 3721 Valley Centre Drive, Suite 400, San Diego, CA 92130 ("*SANTARUS*"), Interchem Trading Corporation d/b/a Interchem Corporation, a New Jersey corporation located at 120 Route 17 North, Paramus, New Jersey 07652 ("*INTERCHEM*"), and Union Quimico Farmaceutica, S.A., a corporation of Spain located at Mallorca, 262, 08008, Barcelona, Spain ("*UQUIFA*") is entered into as of December 17, 2008 (the "*Effective Date*").

WHEREAS, SANTARUS, INTERCHEM and UQUIFA have entered into that certain Omeprazole Supply Agreement, dated September 25, 2003, as amended (the "*Agreement*"), wherein UQUIFA agrees to manufacture and supply Omeprazole to SANTARUS;

WHEREAS, Section 5.3 of the Agreement provides that the price for the Omeprazole to be purchased by SANTARUS under the Agreement shall be renegotiated by SANTARUS, on the one hand, and INTERCHEM and UQUIFA, on the other hand, in good faith on an annual basis at a mutually agreed upon time and reasonably in advance of the expiration of the applicable twelve (12) month period and taking into account then prevailing market conditions; and

WHEREAS, SANTARUS, INTERCHEM and UQUIFA desire to amend and restate Schedule C of the Agreement pursuant to and in accordance with Section 5.3 in order to set a new price for the Omeprazole to be purchased by SANTARUS under the Agreement and to clarify the timing for future price adjustments.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SANTARUS, INTERCHEM and UQUIFA, intending to be legally bound hereby, agree as follows:

1. Schedule C of the Agreement is hereby amended and restated in its entirety to read as follows:

"SCHEDULE C

PRICING AND SHIPPING TERMS

Freight Terms: INTERCHEM and UQUIFA shall make all necessary shipping arrangements to SANTARUS' designated facility, DDU (Incoterms 2000) SANTARUS' designated facility, freight prepaid.

Shipping Method: Air Freight

Price: Notwithstanding Section 5.3 of the Agreement, the Parties hereby agree that the Price described below will be in effect for Omeprazole ordered with a scheduled delivery date from January 1, 2009 through December 31, 2009. The Parties further agree to negotiate in good faith beginning in September 2009 to set the Price for Omeprazole ordered with a scheduled delivery date in 2010. The Price for Omeprazole ordered with a scheduled delivery date in 2009 shall be as follows:

CONFIDENTIAL TREATMENT REQUESTED

Total ordered, kg	Price per Kg, Current Process	Price per Kg, Alternate Process ¹
0 – 5,500 kg	\$950.00	\$850.00
5,501 – 6,600 kg	\$925.00	\$825.00
>6,600 kg	\$900.00	\$800.00

¹Purchase and/or receipt of omeprazole manufactured using the alternate process is subject to agreement and approval by SANTARUS.

The Parties acknowledge and agree that requirements to trigger annual volume tiers will be inclusive of volumes purchased by a sublicensee of SANTARUS' Zegerid[®] technology.

For example, if during 2009 SANTARUS and SANTARUS' sublicensee of the technology attain combined purchases of 5,500 kg of omeprazole, then the omeprazole purchased by SANTARUS for additional orders between the combined volumes of 5,501 and 6,600 kg for the remainder of 2009 shall be at the rate of \$925.00/kg for the current process or \$825.00/kg for the alternate process. If during 2009 SANTARUS and SANTARUS' sublicensee of the technology attain combined purchases of 6,600 kg of omeprazole, then the omeprazole purchased by SANTARUS for additional orders over 6,600 kg for the remainder of 2009 shall be at the rate of \$900.00/kg for the current process or \$800.00/kg for the alternate process.

2. It is hereby acknowledged that in accordance with Section 11.1 of the Agreement, the Agreement has automatically renewed for an additional two (2) years and shall be effective until September 25, 2011.

3. Except as specifically set forth herein, all of the terms and provisions of the Agreement shall remain unchanged, unmodified and in full force and effect, and the Agreement shall be read together and construed with this Amendment.

4. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

5. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

SANTARUS, INC.,
a Delaware corporation

By: /s/ Warren Hall
Name: Warren Hall
Title: Senior Vice President, Product
Development and Manufacturing

UNION QUIMICO FARMACEUTICA, S.A.,
a corporation of Spain

By: /s/ Mark Ian Robbins
Name: Mark Ian Robbins
Title: Chief Executive

INTERCHEM TRADING CORPORATION
D/B/A INTERCHEM CORPORATION,
a New Jersey corporation

By: /s/ Ronald J. Mannino
Name: Ronald J. Mannino
Title: Chairman

CONFIDENTIAL TREATMENT REQUESTED

LATHAM & WATKINS^{LLP}

EXHIBIT B

CONFIDENTIAL TREATMENT REQUESTED