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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 1, 2007

MYLAN INC.

(Exact Name of Registrant as Specified in Charter)

Pennsylvania	**1-9114**	**25-1211621**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1500 Corporate Drive **Canonsburg, PA**	**15317**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (**724) 514-1800**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

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Item 1.01. Entry into a Material Definitive Agreement.

Amendment to the Share Purchase Agreement

As previously announced, on May 12, 2007, Mylan Laboratories Inc., a Pennsylvania corporation ("Mylan" or the "Company"), entered into a Share Purchase Agreement (the "SPA") with Merck Generics Holding GmbH, a German limited liability company, Merck S.A., a French stock corporation, and Merck Internationale Beteiligung GmbH, a German limited liability company (such entities, "Sellers"), and Merck KGaA, a German limited partnership ("Merck"), as Sellers' representative and guarantor, to acquire Merck's generic pharmaceutical business (the "Business"). Mylan, Merck, the Sellers, Mylan Luxembourg 2 S.à r.l., a Luxembourg limited liability company, and Mylan Delaware Holding Inc., a Delaware corporation, entered into an Amendment to the Share Purchase Agreement (the "SPA Amendment") dated as of October 1, 2007 that amends certain provisions of the SPA to detail the final structure of the closing transactions and to identify certain assets to be transferred in connection with the purchase of the Business.

The foregoing description of the SPA Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to that agreement. A copy of the SPA Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Senior Credit Facilities

On October 2, 2007, the Company entered into a credit agreement (the "Senior Credit Agreement") among the Company, Mylan Luxembourg 5 S.à r.l. (the "Euro Borrower"), certain lenders and JPMorgan Chase Bank, National Association, as Administrative Agent, pursuant to which the Company borrowed $500 million in Tranche A Term Loans (the "U.S. Tranche A Term Loans") and $2 billion in Tranche B Term Loan (the "U.S. Tranche B Term Loans") and the Euro Borrower borrowed approximately €1.13 billion in Euro Term Loans (the "Euro Term Loans" and, together with the U.S. Tranche A Term Loans and the U.S. Tranche B Term Loans, the "Term Loans"). The proceeds of the Term Loans were used (1) to pay a portion of the consideration for the acquisition of the Business, (2) to refinance the Credit Agreement dated as of March 26, 2007 (the "2007 Existing Credit Agreement"), among the Company, Euro Mylan B.V., the lenders party thereto and JPMorgan Chase Bank, National Association, as administrative agent, and the Credit Agreement, dated as of July 24, 2006 (the "2006 Existing Credit Agreement" and, together with the 2007 Existing Credit Agreement, the "Existing Credit Agreements"), by and among the Company, the lenders party thereto and JPMorgan Chase Bank, National Association, as administrative agent, (3) to purchase the Company's 5.750% Senior Notes due 2010 (the "2010 Notes") and 6.375% Senior Notes due 2015 (the "2015 Notes" and, together with the 2010 Notes, the "Notes") tendered pursuant to the previously announced cash tender offers therefor and (4) to pay a portion of the fees and expenses in respect of the foregoing transactions (collectively, the "Transactions"). The termination of the Existing Credit Agreements was concurrent

with, and contingent upon, the effectiveness of the Senior Credit Agreement. The Senior Credit Agreement also contains a $750 million revolving facility (the "Revolving Facility" and, together with the Term Loans, the "Senior Credit Facilities") under which either the Company or the Euro Borrower may obtain extensions of credit, subject to the satisfaction of specified conditions. The Revolving Facility includes a $100 million subfacility for the issuance of letters of credit and a $50 million subfacility for swingline borrowings. Borrowings under the Revolving Facility are available in dollars, euro, pounds sterling, yen or other currencies that may be agreed. The Euro Term Loans are guaranteed by the Company and the Senior Credit Facilities are guaranteed by substantially all of the Company's domestic subsidiaries (the "Guarantors"). The Senior Credit Facilities are also secured by a pledge of the capital stock of substantially all direct subsidiaries of the Company and the Guarantors (limited to 65% of outstanding voting stock of foreign holding companies and any foreign subsidiaries) and substantially all of the other tangible and intangible property and assets of the Company and the Guarantors.

The U.S. Tranche A Term Loans and the U.S. Tranche B Term Loans currently bear interest at LIBOR (determined in accordance with the Senior Credit Agreement) plus 3.25% per annum, if we choose to make LIBOR borrowings, or at a base rate (determined in accordance with the Senior Credit Agreement) plus 2.25% per annum. The Euro Term Loans currently bear interest at EURIBO (determined in accordance with the Senior Credit Agreement) plus 3.25% per annum. Borrowings under the Revolving Facility currently bear interest at LIBOR (or EURIBO, in the case of borrowings denominated in euro) plus 2.75% per annum, if we choose to make LIBOR (or EURIBO, in the case of borrowings denominated in euro) borrowings, or at a base rate plus 1.75% per annum. Under the terms of the Senior Credit Agreement, the applicable margins over LIBOR, EURIBO or the base rate may be increased based on the Company's initial corporate rating following the date of the Senior Credit Agreement. The applicable margins over LIBOR, EURIBO or the base rate for the Revolving Facility and the U.S. Tranche A Term Loans can fluctuate based on the Company's Consolidated Leverage Ratio. The Company also pays a facility fee on the entire amount of the Revolving Facility. The facility fee is currently 0.50% per annum, but can decrease to 0.375% per annum based on the Company's Consolidated Leverage Ratio.

The Senior Credit Agreement contains customary affirmative covenants for facilities of this type, including covenants pertaining to the delivery of financial statements, notices of default and certain other information, maintenance of business and insurance, collateral matters and compliance with laws, as well as customary negative covenants for facilities of this type, including limitations on the incurrence of indebtedness and liens, mergers and certain other fundamental changes, investments and loans, acquisitions, transactions with affiliates, dispositions of assets, payments of dividends and other restricted payments, prepayments or amendments to the terms of specified indebtedness (including the Interim Credit Agreement described below) and changes in our lines of business. The Senior Credit Agreement contains financial covenants requiring maintenance of a minimum Consolidated Interest Coverage Ratio and a maximum Consolidated Senior Leverage Ratio. These financial covenants are not tested earlier than the quarter ended June 30, 2008.

The Senior Credit Agreement contains default provisions customary for facilities of this type, which are subject to customary grace periods and materiality thresholds, including, among other things, defaults related to payment failures, failure to comply with covenants, misrepresentations, defaults or the occurrence of a "change of control" under other material indebtedness, bankruptcy and related events, material judgments, certain events related to pension plans, specified changes in control of the Company and invalidity of guarantee and security agreements. If an event of default occurs under the Senior Credit Agreement, the lenders may, among other things, terminate their commitments, declare immediately payable all borrowings and foreclose on the collateral.

The U.S. Tranche A Term Loans mature on October 2, 2013. The U.S. Tranche A Term Loans require amortization payments of $6.25 million per quarter in 2008, $12.5 million per quarter in 2009, $18.5 million per quarter in 2010, $25 million per quarter in 2011, $31.25 million per quarter in 2012 and $31.25 million per quarter in 2013. The U.S. Tranche B Term Loans and the Euro Term Loans mature on October 2, 2014. The U.S. Tranche B Term Loans and the Euro Term Loans amortize quarterly at the rate of 1.0% per annum beginning in 2008. The Senior Credit Agreement requires prepayments of the Term Loans with (1) up to 50% of Excess Cash Flow beginning in 2009, with reductions based on the Company's Consolidated Leverage Ratio, (2) the proceeds from certain asset sales and casualty events, unless the Company's Consolidated Leverage Ratio is equal to or less than 3.5 to 1.0, and (3) the proceeds from certain issuances of indebtedness not permitted by the Senior Credit Agreement. Amounts drawn on the Revolving Facility become due and payable on October 2, 2013. The Term Loans and amounts drawn on the Revolving Facility may be voluntarily prepaid without penalty or premium.

Interim Credit Facility

On October 2, 2007, the Company entered into a credit agreement (the "Interim Credit Agreement") among the Company, certain lenders and Merrill Lynch Capital Corporation, as Administrative Agent, pursuant to which the Company borrowed $2.85 billion in term loans (the "Interim Term Loans"). The proceeds of the Interim Term Loans were used to finance in part the Transactions. The Interim Term Loans are unsecured and are guaranteed by substantially all of the Company's domestic subsidiaries.

The Interim Term Loans currently bear interest at LIBOR (determined in accordance with the Interim Credit Agreement) plus 4.50% per annum. The interest rate increases by 0.50% per annum on any Interim Term Loans that remain outstanding six months after the closing date and thereafter increases by 0.25% per annum every three months (up to a maximum of 11.25% per annum).

The Interim Credit Agreement contains customary affirmative covenants for facilities of this type, including covenants pertaining to the delivery of financial

statements, notices of default and certain other information, maintenance of business of insurance and compliance with laws, as well as customary negative covenants for facilities of this type, including limitations on the incurrence of indebtedness and liens, mergers and certain other fundamental changes, investments and loans, acquisitions, transactions with affiliates, dispositions of assets, payments of dividends and other restricted payments, prepayments of any subordinated indebtedness and changes in our lines of business. In addition, the arrangers of the Interim Term Loans have the right to request, on not more than two occasions between six months and one year after the closing date, that the Company use commercially reasonable efforts to issue and sell debt securities that will generate proceeds sufficient to refinance the Interim Term Loans.

The Interim Credit Agreement contains default provisions customary for facilities of this type, which are subject to customary grace periods and materiality thresholds, including, among other things, defaults related to payment failures, failure to comply with covenants, misrepresentations, acceleration of other indebtedness, bankruptcy and related events, material judgments and certain events related to pension plans. If an event of default occurs under the Interim Credit Agreement, the lenders may, among other things, declare the Interim Term Loans immediately due and payable.

The Interim Term Loans mature on October 2, 2017 and do not require amortization payments. The Interim Credit Agreement requires prepayments of the Interim Term Loans (1) with the proceeds from certain asset sales and casualty events, (2) with the proceeds from certain issuances of equity or indebtedness and (3) upon the occurrence of specified changes in control of the Company. The Interim Term Loans may be voluntarily prepaid without penalty or premium.

On and after October 2, 2008, the lenders have the option to convert Interim Term Loans into exchange notes. The exchange notes have affirmative and negative covenants and events of default which are similar to those under the Interim Term Loans but include certain additional exceptions and modifications. In addition, the exchange notes are not required to be prepaid in all the circumstances in which prepayments are required on the Interim Term Loans. The interest rate for exchange notes can be fixed in connection with a transfer of such notes. The Company is obligated to provide for registration of the exchange notes under the securities laws. In addition, on October 2, 2008, the affirmative and negative covenants, default provisions, prepayment provisions and certain other provisions in the Interim Credit Agreement are automatically amended so as to conform to the provisions for the exchange notes.

Indenture Supplement

In connection with the completion of the acquisition, the Company completed its previously announced cash tender offers and consent solicitations for all of its outstanding 2010 Notes and 2015 Notes. On October 1, 2007, the Company entered into the Second Supplemental Indenture (the “Supplemental Indenture”) to the Indenture dated as of July 21, 2005 (as supplemented by the First Supplemental Indenture, dated as

of May 31, 2007, the "Existing Indenture"), between the Company, the subsidiaries of the Company party as guarantors thereto and The Bank of New York, as trustee, pursuant to which the Company issued the Notes. The Supplemental Indenture became effective on October 1, 2007, at which time (1) the covenants in the Existing Indenture pertaining to payment of taxes and other claims, restricting secured debt and sale leaseback transactions, limiting restricted payments, requiring guarantees, requiring certain reports and restricting consolidations, mergers and sales of assets ceased to be in effect and (2) the events of default in the Existing Indenture were amended to remove all defaults other than failure to pay interest or principal and failure to make or consummate a required change of control offer. As of the scheduled expiration time of 10:00 a.m., New York City time, on October 2, 2007, approximately $147.5 million in aggregate principal amount of the 2010 Notes, representing 98.31% of the outstanding 2010 Notes, and $349.8 million in aggregate principal amount of the 2015 Notes, representing 99.95% of the outstanding 2015 Notes, were tendered. The Notes were accepted for purchase and paid for by Mylan upon completion of the acquisition.

The foregoing description of the Indenture Supplement does not purport to be complete and is qualified in its entirety by reference to the supplement. A copy of the Indenture Supplement is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

The discussion under the heading "Senior Credit Facilities" in Item 1.01 above is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On October 2, 2007, the Company, via direct or indirect wholly owned subsidiaries in Luxembourg (Mylan Luxembourg 2 S.à r.l.), Australia (Mylan Australia Pty. Ltd), Canada (Mylan Canada, ULC), France (Mylan France S.A.S.) and the United States (Mylan Delaware Holding Inc.), consummated the acquisition of the Business from Merck and the Sellers. Pursuant to and in accordance with the purchase price calculation set forth in the SPA, Mylan paid an aggregate cash purchase price to Merck and the Sellers of €4.9 billion (or approximately $6.8 billion) for the Business, including estimated net working capital. Funds used to consummate the acquisition were provided by a syndicate of banks pursuant to the Senior Credit Agreement and the Interim Credit Agreement described above, as well as via the settlement of foreign exchange forward contracts entered into in order to mitigate the risk of foreign currency exposure relating to the acquisition of the Business and with cash on hand.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The discussion under the headings “Senior Credit Facilities” and “Interim Credit Facility” in Item 1.01 above is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The discussion under the heading “Indenture Supplement” in Item 1.01 above is incorporated herein by reference.

Item 5.02. Appointment of Principal Officers.

On October 2, 2007, the Company appointed Heather Bresch as Chief Operating Officer. Ms. Bresch, 38, served as Mylan’s Head of North American Operations from January 2007 until her appointment as Chief Operating Officer. Prior to serving as Head of North American Operations, she was Senior Vice President, Strategic Corporate Development, beginning in February 2006. Ms. Bresch joined Mylan in 1992, and has held a number of management positions, including Vice President, Strategic Corporate Development from May 2005 to February 2006, Vice President of Public and Government Relations from February 2004 to April 2005, Director of Government Relations from March 2002 to February 2004, and Director of Business Development from January 2001 to March 2002.

The terms of Ms. Bresch’s employment are governed by an executive employment agreement, dated as of January 31, 2007, between the Company and Ms. Bresch (the “Employment Agreement”). The Employment Agreement has an initial term of three years and may be extended or renewed upon mutual agreement of the parties.

Ms. Bresch current annual base salary is $500,000. Pursuant to the Employment Agreement, she is also eligible for a discretionary annual bonus equal to 75% of base salary. In addition, upon entering into the employment agreement, Ms. Bresch was granted stock options to purchase 100,000 shares of the Company’s common stock, which options vest ratably over four years, provided that Ms. Bresch remains employed by the Company on each vesting date.

Upon Ms. Bresch’s termination of employment without “cause”, for “good reason” (each as defined in the Employment Agreement), or by reason of death or disability, Ms. Bresch will be entitled to receive, in addition to her accrued benefits, her then-current base salary for 12 months following her separation from the Company (which may at the Company’s option be paid via lump-sum payment), plus an amount equal to the bonus that Ms. Bresch would have been entitled to receive for the fiscal year in which the terminaiton occurs, pro rated based on the portion of the year during which she was employed. Ms. Bresch will also be entitled to continuation of employee benefits for a period of 12 months following termination of employment with the Company. In addition, the options referred to above will vest in full upon Ms. Bresch’s termination of employment without cause or for good reason, or if the Employment Agreement is not renewed. During the term of the Employment Agreement and for a period of one year following termination of

employment for any reason, Ms. Bresch may not engage in activities that are competitive with the Company's activities and may not solicit the Company's customers or employees.

Ms. Bresch is also party to a Transition and Succession Agreement with the Company, which provides that if her employment is terminated other than for cause or if she terminates her employment voluntarily for good reason, in each case within two years following the occurrence of a change of control, or, under certain circumstances, for any reason within 90 days following the first anniversary of a change of control, she would become entitled to receive a severance payment equal to a lump sum severance payment in an amount equal three times the sum of the base salary and cash bonus paid to her as reflected on her W-2 in the tax year immediately preceding the year in which the termination occurs or the change of control occurs, whichever is greater, and the continuation of health and insurance benefits for a period of three years. The Transition and Succession Agreement also provides for a gross-up payment for any excise tax on "excess parachute payments."

Other than the Employment Agreement and the Transition and Succession Agreement, there is no other arrangement or understanding between Ms. Bresch and any other person pursuant to which she was selected to become Chief Operating Officer of the Company, nor are there any transactions between the Company and Ms. Bresch that are reportable under Item 404(a) of Regulation S-K. No "family relationship," as that term is defined in Item 401(d) of Regulation S-K, exists among Ms. Bresch and any director, nominee for election as a director or executive officer of the Company.

A copy of the press release announcing the appointment of Ms. Bresch as Chief Operating Officer of the Company is attached hereto as Exhibit 99.1.

Item 5.03. Amendments to Articles of Association or Bylaws; Change in Fiscal Year.

Pursuant to approval by its Board of Directors, the Company amended its Amended and Restated Bylaws, as amended (the "Bylaws") effective as of October 2, 2007, to change the Company's fiscal year. More specifically, Section 7.03 of the Bylaws was amended such that the fiscal year, previously commencing April 1st and ending March 31st, will now begin on January 1st and end on December 31st. A copy of the Bylaws as so amended is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

The Company also amended it Amended and Restated Articles of Incorporation, as amended to change its corporate name from Mylan Laboratories Inc. to Mylan Inc. The name change was effective as of 12:01 a.m., October 2, 2007. A copy of the Amendment is attached hereto as Exhibit 3.2 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The financial statements of the Business for the periods specified in Rule 3.05(b) of Regulation S-X will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial statements.

The pro forma financial information required pursuant to Article 11 of Regulation S-X will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

3.1 Amended and Restated Bylaws of the registrant.

3.2 Amendment to Amended and Restated Articles of Incorporation of the registrant.

4.1 Second Supplemental Indenture, dated as of October 1, 2007, among the registrant, the Subsidiaries of the registrant listed on the signature page thereto and The Bank of New York, as trustee

10.1 Amendment No. 1 to Share Purchase Agreement by and among the registrant and Merck Generics Holding GmbH, Merck S.A. Merck Internationale Beteiligung GmbH and Merck KGaA

99.1 Press release of the registrant dated October 2, 2007.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MYLAN INC.

Date: October 3, 2007

By: /s/ Edward J. Borkowski
Edward J. Borkowski
Chief Financial Officer

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Exhibit 3.1

MYLAN INC.,
A PENNSYLVANIA CORPORATION

SECOND AMENDED AND RESTATED BYLAWS, AS AMENDED

Adopted as of October 24, 2002, and amended on
June 19, 2003, October 28, 2003, February 18, 2005 and October 2, 2007

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MYLAN INC.,
A PENNSYLVANIA CORPORATION

SECOND AMENDED AND RESTATED BYLAWS, AS AMENDED

ARTICLE I
Shareholders

Section 1.01. Annual Shareholders Meetings. The annual meeting of the shareholders of Mylan Inc. (the "Corporation") shall be held on the last Friday of July in each year if not a legal holiday, and if a legal holiday, then on the next succeeding day which is not a legal holiday, at 11:00 a.m., at the principal executive office of the Corporation, or at such other date, time and place as may be fixed by the Board of Directors (the "Board").

Section 1.02. Special Shareholders Meetings. Special meetings of the shareholders may be called at any time by the Chairman of the Board or by two-thirds of the Board. Special shareholders meetings shall be held at such time and such place as designated by the Chairman of the Board or his designee. No business may be transacted at any special meeting of the shareholders other than that stated in the notice of meeting.

Section 1.03. Organization. The Chairman of the Board shall preside and the Secretary, or in his absence any Assistant Secretary, shall act as secretary, at all meetings of the shareholders. In the event that the Chairman of the Board is absent, the Vice Chairman of the Board shall preside at such meeting. In the absence of the Vice Chairman of the Board, the Chairman of the Board shall designate another member of the Board, or an officer of the Corporation, to preside over such meeting. If the Chairman of the Board fails to designate such person, a member of the Board or an officer of the Corporation shall be selected by a majority of the Board in attendance at such meeting, and that officer shall preside over the meeting. In the absence of the Secretary and any Assistant Secretary, the person presiding over the meeting shall designate any person to act as secretary of the meeting.

Section 1.04. Nature of Business at Meetings of Shareholders Meetings. (a) No business may be transacted at an annual meeting of the shareholders, other than business that is either (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board (or any duly authorized committee thereof), (ii) otherwise properly brought before the annual meeting of the shareholders by or at the direction of the Board (or any duly authorized committee thereof), or (iii) otherwise properly brought before the annual meeting of the shareholders by any shareholder of the Corporation (A) who is a shareholder of record on the date of the giving of the notice provided for in this Section 1.04 and on the record date for the determination of shareholders entitled to notice of and to vote at such annual meeting of the shareholders and (B) who complies with the notice and other procedures set forth in this Section 1.04.

In addition to any other applicable requirements, for business to be properly brought before an annual meeting of the shareholders by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary.

(b) To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than one hundred twenty (120) calendar days prior to the anniversary date of the immediately preceding annual meeting of the shareholders; provided, however, that in the event that the annual meeting of the shareholders is called for a date that is not within twenty-five (25) calendar days before or after such anniversary date, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10th) calendar day following the day on which such notice of the date of the annual meeting of the shareholders was mailed or such public disclosure of the date of the annual meeting of the shareholders was made, whichever first occurs.

(c) To be in proper written form, a shareholder's notice to the Secretary must set forth as to each matter such shareholder proposes to bring before the annual meeting of the shareholders (i) a brief description of the business desired to be brought before the annual meeting of the shareholders and the reasons for conducting such business at the annual meeting of the shareholders, (ii) the name and record address of such shareholder, (iii) the class or series and number of capital shares of the Corporation which are owned beneficially or of record by such shareholder, (iv) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business, (v) a representation that such shareholder intends to appear in person or by proxy at the annual meeting of the shareholders to bring such business before the meeting and (vi) any other information that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies by such shareholder with respect to such business pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder.

(d) No business shall be conducted at the annual meeting of shareholders except business brought before the annual meeting of the shareholders in accordance with the procedures set forth in this Section 1.04; provided, however, that, once business has been properly brought before the annual meeting of the shareholders in accordance with such procedures, nothing in this Section 1.04 shall be deemed to preclude discussion by any shareholder of any such business. If the person presiding over an annual meeting of the shareholders determines that business was not properly brought before the annual meeting of the shareholders in accordance with the foregoing procedures, the person presiding over the annual meeting shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

Section 1.05. Order of Business. The order and conduct of business at shareholders meetings shall be determined by the person presiding over the shareholders

meeting. The person presiding over such meeting shall have the power to adjourn the meeting to another place, date and time.

ARTICLE II
Directors

Section 2.01. Number, Election and Term of Office. The number of Directors which shall constitute the full Board shall be such number, not less than three, as shall be fixed by the Board or the shareholders; provided, however, that if all the shares of the Corporation shall be owned beneficially and of record by either one or two shareholders, the number of Directors may be less than three but not less than the number of shareholders. The shareholders shall elect a full Board at each annual meeting of shareholders. Each Director shall serve until the next annual shareholders meeting, and thereafter until his successor has been selected and qualified, or until his death, resignation or removal. The Board shall elect from among its members a Chairman of the Board who shall appoint a Vice Chairman of the Board.

Section 2.02. Filling Vacancies. Any vacancy caused by the death, resignation or removal of a Director shall be filled by appointment thereto by the Chairman of the Board, or in his absence, by the Vice Chairman of the Board, and such Director so appointed shall serve for the unexpired term of the Director causing such vacancy.

Section 2.03. Nominations of Directors: Election. (a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election as directors of the Corporation may be made at any annual meeting of shareholders, (i) by or at the direction of the Board (or any duly authorized committee thereof) or (ii) by any shareholder of the Corporation (A) who is a shareholder of record on the date of the giving of the notice provided for in this Section 2.03 and on the record date for the determination of shareholders entitled to notice of and to vote at such meeting and (B) who complies with the notice and other procedures set forth in this Section 2.03. Nominations of persons for election as directors of the Corporation may be made at any special meeting of shareholders called for the purpose of electing directors by or at the direction of the Board (or any duly authorized committee thereof).

In addition to any other applicable requirements, for a nomination to be made by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary.

(b) To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation (a) in the case of an annual meeting, not less than one hundred twenty (120) calendar days prior to the anniversary date of the immediately preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting of the shareholders is called for a date that is not within twenty-five (25) calendar days before or after such anniversary date, notice by the shareholder in order to be timely must be so received not later than the close

of business on the tenth (10th) calendar day following the day on which such notice of the date of the annual meeting of the shareholders was mailed or such public disclosure of the date of the annual meeting of the shareholders was made, whichever first occurs; and (b) in the case of a special meeting of shareholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) calendar day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

(c) To be in proper written form, a shareholder's notice to the Secretary must set forth (i) as to each person whom the shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of capital shares of the Corporation which are owned beneficially or of record by the person and (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (ii) as to the shareholder giving the notice (A) the name and record address of such shareholder, (B) the class or series and number of capital shares of the Corporation which are owned beneficially or of record by such shareholder, (C) a description of all arrangements or understandings between such shareholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such shareholder, (D) a representation that such shareholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (E) any other information relating to such shareholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(d) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.03. If the person presiding over the meeting determines that a nomination was not made in accordance with the foregoing procedures, the person presiding over the meeting shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 2.04. Annual Meeting of the Board. The annual meeting of the Board shall be held immediately after the annual meeting of the shareholders and shall be the annual organizational meeting of the Directors-elect, at which meeting the new Board shall be organized, Committees of the Board shall be established, and the officers of the Corporation for the ensuing year shall be elected by the Board of Directors or appointed by the Chief Executive Officer consistent with these Bylaws.

Section 2.05. Regular Board Meetings: Notice. Regular meetings of the Board shall be held at such places and times as shall be determined by resolution of the Board at its annual meeting. Notice of such regular meetings of the Board shall not be required to be given, except that whenever the time or place of such regular meetings shall be changed, notice of such action shall be given promptly by telephone or otherwise to each Director not participating in such action.

Section 2.06. Special Board Meetings: Notice. Special meetings of the Board may be called at any time by the Chairman of the Board or by two-thirds of the Directors, to be held at such place and times as shall be specified in the notice or waiver of notice thereof. Notice of every special meeting of the Board, stating the place, day and hour thereof, shall be given by telephone or otherwise to each Director at least twenty-four (24) hours before the time at which the meeting is to be held, unless such notice is waived pursuant to Section 7.05 of the Bylaws.

Section 2.07. Action by Consent in Writing. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board shall consent thereto in writing, and the writing or writings shall be filed with the minutes of the proceedings of the Board.

Section 2.08. Organization. The Chairman of the Board shall preside at each meeting of the Board and the Secretary, or in his absence any Assistant Secretary, shall act as secretary at all meetings of the Board. In the event that the Chairman of the Board is absent, the Vice Chairman of the Board shall preside at such meeting. In the absence of the Vice Chairman of the Board, a Director shall be designated by the Chairman of the Board to preside over such meeting. If the Chairman of the Board fails to designate such person, a majority of the Board in attendance at such meeting shall select a Director to preside over such meeting. In the absence of the Secretary or any Assistant Secretary, the person presiding over the meeting shall designate any person to act as secretary of the meeting.

Section 2.09. Board Meetings by Telephone. One or more of the Directors may participate in any regular or special meeting of the Board by telephone conference or similar communications equipment by means of which all persons participating in the meeting are able to hear each other.

Section 2.10. Resignations. Any Director may resign at any time by delivering his letter of resignation to the Chairman of the Board with a copy to the Secretary. Any such resignation shall take effect at the time specified therein, or, if the time when it shall become effective shall not be specified therein, then it shall take effect immediately upon its receipt by the Chairman of the Board, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 2.11. Qualification of Directors. It shall be a qualification for membership on the Board that a Director not be a member of the board of directors or an officer or employee of a competitor (or an affiliate of a competitor) of the Corporation.

Section 2.12. Limitation of Director Liability. A Director of the Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his office under Subchapter B of Chapter 17 of the Business Corporation Law of Pennsylvania ("BCL"), including Section 1712 thereof (relating to standard of care and justifiable reliance) and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the limitation of liability provided in this Section 2.12 shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for payment of taxes pursuant to local, state or federal law. Neither the amendment nor the repeal of this Section 2.12 shall eliminate or reduce the effect of this Section 2.12 with respect to any matter occurring, or any cause of action, suit or claim that, but for this Section 2.12, would accrue or arise, prior to such amendment or repeal. If Subchapter B of Chapter 17 of the BCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by Subchapter B of Chapter 17, or any successor thereto under the BCL, as amended from time to time.

ARTICLE III
Committees

Section 3.01. Executive Committee: How Constituted and Powers. The Board may elect such Directors then in office, to constitute an Executive Committee (herein called the "Executive Committee"), provided, however, that both the Chairman of the Board and the Vice Chairman of the Board shall be members of said Committee. The Executive Committee shall keep proper minutes and records of its proceedings, and all actions of the Executive Committee shall be reported to the Board at its meeting next succeeding such activity. During the intervals between the meetings of the Board of Directors, the Executive Committee shall have, and may exercise, all powers and rights of the Board unless otherwise limited by a resolution of the Board.

Section 3.02. Organization. The Chairman of the Board shall act as chairman at all meetings of the Executive Committee and shall designate a person to act as secretary thereof. In the event that the Chairman of the Board is absent, the Vice Chairman shall act as chairman at all meetings of the Executive Committee and shall designate a person to act as secretary thereof. If neither the Chairman of the Board, nor the Vice Chairman of the Board is present at such meeting, the chairman of such meeting shall be selected by a majority of the members of the Executive Committee in attendance at such meeting and that chairman shall designate a person to act as secretary thereof.

Section 3.03. Other Committees. The Board shall form an Audit Committee, a Compensation Committee, a Finance Committee, a Governance and Nominating Committee and such other committees as it may determine, which shall in each case consist of Directors elected by the Board. Committees shall keep proper minutes and records of their proceedings and may exercise such powers as the Board may by

resolution determine and specify in their respective charters and such other resolutions as the Board may adopt.

Section 3.04. Procedures. A majority of all the members of any Committee of the Board may fix its rules of procedure, determine its action and fix the time and place of its meetings and specify what notice thereof, if any, shall be given, unless the Board shall otherwise by resolution provide.

Section 3.05. Action by Consent in Writing. Any action required or permitted to be taken at any meeting of any Committee may be taken without a meeting if all members of the Committee shall consent thereto in writing and the writing or writings shall be filed with the minutes of proceedings of the Committee.

Section 3.06. Meetings by Telephone. One or more members of a Committee may participate in any Committee meeting by telephone conference or similar communications equipment by means of which all persons participating in the meeting are able to hear each other.

Section 3.07. Resignations; Removal; Vacancies. Any member of a Committee of the Board may resign therefrom at any time by delivering a letter of resignation to the Chairman of the Board with a copy to the Secretary. Any such resignation shall take effect at the time specified therein, or, if the time when it shall become effective shall not be specified therein, then it shall take effect immediately upon its receipt by the Chairman of the Board; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board may remove a member of any Committee of the Board. Any vacancy in a Committee of the Board shall be filled by the vote of the Board and shall be effective upon delivery of a written designation of such appointment to the Secretary.

ARTICLE IV
Officers

Section 4.01. Officers. The Corporation may have such officers as determined by the Board, subject to the requirements of the BCL or other applicable law, and pursuant to these Bylaws. Any two or more offices may be held by the same person, except that any officer holding the position of Chief Executive Officer, Chief Operating Officer, President or Chief Financial Officer, or any position equivalent to such position, cannot hold the office of the Secretary. The Board shall elect the Chief Executive Officer and the Board may elect, or delegate authority to the Chief Executive Officer to appoint, a President, a Chief Financial Officer, a Chief Legal Officer, a Chief Scientific Officer, and any other officers of the Corporation as the Board or the Chief Executive Officer may desire. Each officer elected by the Board, or appointed by the Chief Executive Officer, shall hold office until the next succeeding annual meeting of the Board and thereafter until his successor shall have been selected and shall qualify, or until his death, resignation or removal.

Section 4.02. Removal. The Board may remove, either with or without cause, at any time, any officer elected by the Board; provided, however, that the removal shall be without prejudice to the contract rights, if any, of the person so removed. The Board may delegate to the Chief Executive Officer the right to remove, either with or without cause, at any time, any officer the Chief Executive Officer has appointed; provided, however, that the removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4.03. Resignations. Any officer may resign at any time by delivering a letter of resignation to the Chairman of the Board, or to the Chief Executive Officer if such officer was appointed by the Chief Executive Officer, with a copy to the Secretary. Any such resignation shall take effect at the time specified therein, or, if the time when it shall become effective shall not be specified therein, then it shall take effect immediately upon its receipt by the Chairman of the Board, or the Chief Executive Officer, as the case may be; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.04. Vacancies. A vacancy caused by the death, resignation or removal of any officer elected by the Board shall be filled by an election by the Board, and such officer so elected by the Board shall serve for the unexpired portion of the term of the officer causing such vacancy. The Board may delegate to the Chief Executive Officer the right to fill any vacancy caused by the death, resignation or removal of an officer appointed by the Chief Executive Officer.

Section 4.05. Chief Executive Officer. The Chief Executive Officer shall have such powers and perform such duties as from time to time may be assigned to him by the Board including, but not limited to, those powers and duties that may be conferred upon the Chief Executive Officer under these Bylaws or any resolution adopted by the Board pursuant to these Bylaws. The Chief Executive Officer shall make a report of the state of the business of the Corporation at each annual meeting of the shareholders and from time to time the Chief Executive Officer shall report to the shareholders and to the Board those corporate matters, which, in the Chief Executive Officer's judgment, are required to be brought to their attention. The Chief Executive Officer shall have general and active supervision and control of the over-all business and affairs of the Corporation. Unless otherwise directed by the Board, the Chief Executive Officer shall be the officer authorized to execute documents or take actions on behalf of the Corporation in its capacity as a shareholder or equity owner of any other entity. The Chief Executive Officer may sign, execute and deliver in the name of the Corporation all contracts or other instruments requiring execution by the Corporation, except in cases where the signing, execution or delivery thereof shall be expressly delegated by the Board or by a duly authorized Committee of the Board to some other officer or agent of the Corporation or where any of them shall be required by law to be signed, executed or delivered by a person other than the Chief Executive Officer. The Chief Executive Officer may appoint from time to time such agents as may be deemed advisable for the prompt and orderly transaction of the business of the Corporation, prescribe their duties and the terms of their engagements, fix their compensation and dismiss such agents so appointed.

Section 4.06. President. The President shall have such powers and perform such duties as from time to time may be assigned to him by the Board or by the Chief Executive Officer.

Section 4.07. Chief Operating Officer. The Chief Operating Officer shall have such powers and perform such duties as from time to time may be assigned to him by the Board, by the Chief Executive Officer or by the President. The Chief Operating Officer shall be charged with the supervision of the day-to-day operations of the Corporation.

Section 4.08. Chief Financial Officer. The Chief Financial Officer shall have such powers and perform such duties as from time to time may be assigned to him by the Board, by the Chief Executive Officer or by the President. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of the Corporation, using appropriate accounting principles; have supervision over and be responsible for the financial affairs of the Corporation; cause to be kept at the principal executive office of the Corporation and preserved for review as required by law or regulation all financial records of the Corporation; be responsible for the establishment of adequate internal control over the transactions and books of account of the Corporation; and be responsible for rendering to the proper officers and the Board upon request, and to the shareholders and other parties as required by law or regulation, financial statements of the Corporation.

Section 4.09. Chief Legal Officer. The Chief Legal Officer shall have such powers and perform such duties as from time to time may be assigned to him by the Board, by the Chief Executive Officer or by the President. The Chief Legal Officer shall be the primary legal officer of the Corporation and shall have general and active supervision and direction over the legal affairs of the Corporation.

Section 4.10. Chief Scientific Officer. The Chief Scientific Officer shall have such powers and perform such duties as from time to time may be assigned to him by the Board, by the Chief Executive Officer or by the President. The Chief Scientific Officer shall be the person responsible for the implementation of the scientific direction of the corporation and shall have general and active supervision over scientific matters related to the Corporation.

Section 4.11. Vice Presidents. Each of the Vice Presidents (including each of the Executive Vice Presidents and Senior Vice Presidents) shall have such powers and perform such duties as from time to time may be assigned to him by the Chief Executive Officer or his designee.

Section 4.12. The Secretary and Assistant Secretaries. (a) The Secretary shall record all the proceedings of the meetings of the shareholders and the Board in one or more minute books kept for that purpose; see that all notices shall be duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the seal of the Corporation, and shall see that such seal, or, if authorized by the Board, a

facsimile thereof, shall be affixed to any documents the execution of which on behalf of the Corporation shall be duly authorized and may attest such seal when so affixed; have charge, directly or through the transfer agent or transfer agents and registrar or registrars duly appointed, of the issue, transfer and registration of certificates for stock of the Corporation and of the records thereof; upon request, exhibit or cause to be exhibited at all reasonable times to the Board, at the place where they shall be kept, such records of the issue, transfer and registration of the certificates for stock of the Corporation; and in general, perform all duties incident to the office of Secretary and such duties as from time to time may be assigned to him by the Board or the Chief Executive Officer.

(b) At the request of the Secretary, or in his absence or inability to act, the Assistant Secretary, or if there be more than one, any of the Assistant Secretaries, shall perform the duties of the Secretary, and, when so acting, shall have the powers of, and be subject to all the restrictions upon, the Secretary. Each of the Assistant Secretaries shall perform such duties as from time to time may be assigned to him by the Board, the Chief Executive Officer or the Secretary.

Section 4.13. The Treasurer and Assistant Treasurers. (a) The Treasurer shall have charge and custody of, and be responsible for, all funds, corporate securities and investments, notes and valuable effects of the Corporation; receive and give receipt for money due and payable to the Corporation from any sources whatsoever; deposit all such money to the credit of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 6.02 hereof, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed as provided in Section 6.01 hereof; and be responsible for the accuracy of the amounts of, and cause to be preserved proper vouchers for all moneys so disbursed; render to the Chief Executive Officer, the Chief Financial Officer, or the Board, whenever they, respectively, shall request the Treasurer so to do, an account of the financial condition of the Corporation and of all the Treasurer's transactions as such officer; upon request, exhibit or cause to be exhibited at all reasonable times, at the place where they shall be kept, the Treasurer's cash books and other records to the Board, the Chief Executive Officer or the Chief Financial Officer; and have such powers and perform such duties as from time to time may be assigned to him by the Board, the Chief Executive Officer or the Chief Financial Officer.

(b) At the request of the Treasurer, or in his absence or inability to act, the Assistant Treasurer, or if there be more than one, any of the Assistant Treasurers, shall perform the duties of Treasurer, and, so acting, shall have all the powers of, and be subject to all of the restrictions upon, the Treasurer. Each Assistant Treasurer shall perform such duties as from time to time may be assigned to him by the Board, the Chief Executive Officer, the Chief Financial Officer and the Treasurer.

Section 4.14. The Controller and Assistant Controllers. (a) The Controller shall keep or cause to be kept correct records of the business and transactions of the Corporation and shall, upon request, at all reasonable times exhibit or cause to be exhibited such records to the Board at the place where such records shall be kept. The

Controller shall have such powers and perform such duties as from time to time may be assigned to him by the Board, the Chief Executive Officer or the Chief Financial Officer.

(b) At the request of the Controller, or in case of his absence or inability to act, the Assistant Controller, or, if there be more than one, any of the Assistant Controllers, shall perform the duties of the Controller, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Controller. Each of the Assistant Controllers shall perform such duties as from time to time may be assigned to him by the Board, the Chief Executive Officer, the Chief Financial Officer or the Controller.

ARTICLE V
Shares of Capital Stock

Section 5.01. Share Certificates. Every owner of stock of the Corporation shall be entitled to have a certificate registered in such owner's name in such form as the Board shall prescribe, certifying the number of shares of stock of the Corporation owned by such owner. The certificates representing shares of stock shall be numbered in the order in which they shall be issued and shall be signed in the name of the Corporation by the Chief Executive Officer, the President or such other officer, duly authorized, and by the Secretary or an Assistant Secretary. Any or all of the signatures on any such certificate may be facsimiles. In case any officer or officers or transfer agent or registrar of the Corporation who shall have signed, or whose facsimile signature or signatures shall have been placed upon any such certificate shall cease to be such officer or officers or transfer agent or registrar before such certificate shall have been issued, such certificate may be issued by the Corporation with the same effect as though the person or persons who shall have signed such certificate, or whose facsimile signature or signatures shall have been placed thereupon, were such officer or officers or transfer agent or registrar at the date of issue. Records shall be kept of the amount of the stock of the Corporation issued and outstanding, the manner in which and the time when such stock was paid for, the respective names, alphabetically arranged, and the addresses of the persons, firms or corporations owning of record the stock represented by certificates for stock of the Corporation, the number, class and series of shares represented by such certificates, respectively, the time when each became an owner of record thereof, and the respective dates of such certificates, and in case of cancellation, the respective dates of cancellation. Every certificate surrendered to the Corporation for exchange or transfer shall be canceled and a new certificate or certificates shall not be issued in exchange for any existing certificate until such existing certificate shall have been so canceled except in cases provided for in Section 5.02 hereof.

Section 5.02. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such conditions as the Board may from time to time determine. If the registered owner of any stock of the Corporation notifies the Corporation of any loss, theft, destruction or mutilation of the certificate therefor the Corporation may, in its discretion, require the registered owner of the lost, stolen or destroyed certificate or his legal representatives to give the Corporation a bond in such sum, limited or unlimited,

and in such form and with such surety or sureties, as the Corporation shall in its uncontrolled discretion determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate, or the issuance of such new certificate. The Corporation may, however, in its discretion refuse to issue any such new certificate except pursuant to legal proceedings under the laws of the Commonwealth of Pennsylvania.

Section 5.03. Regulations Relating to Shares. The Board shall have power and authority to make all such rules and regulations not inconsistent with these Bylaws as it may deem expedient, concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 5.04. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of Commonwealth of Pennsylvania.

ARTICLE VI
Execution of Instruments;
Deposit and Withdrawal of Corporate Funds

Section 6.01. Execution of Instruments Generally. The authority to sign any contracts and other instruments requiring execution by the Corporation may be conferred by the Board upon an authorized officer of the Corporation or upon any other person or persons designated by the Board. Any person having authority to sign on behalf of the Corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any other person or persons so authorized by the Board.

Section 6.02. General and Special Bank Accounts. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may select, or as may be selected by any officer or officers or agent or agents of the Corporation to whom power in that respect shall have been delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

ARTICLE VII
General Provisions

Section 7.01. Offices. The principal executive office of the Corporation shall be located at such place within or without the Commonwealth of Pennsylvania as the Board from time to time designates. The registered office of the Corporation shall be located at 1030 Century Building, 130 Seventh Street, Pittsburgh, Pennsylvania 15222 or at such

other place within the Commonwealth of Pennsylvania as the Board from time to time designates.

Section 7.02. Corporate Seal. The Board shall prescribe the form of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation.

Section 7.03. Fiscal Year. The fiscal year of the Corporation shall commence on the first day of January and end on the thirty-first day of December in each year.

Section 7.04. Financial Reports to Shareholders. The Board shall cause the preparation of financial statements reflecting the financial condition and results of operations of the Corporation as of and for the period ending upon the close of each fiscal year, and shall engage independent certified public accountants to audit such financial statements. The Board shall cause such financial statements and reports of auditors to be furnished to the shareholders, and shall cause such other financial statements, if any, as it deems advisable to be furnished to the shareholders.

Section 7.05. Waiver of Notices. Whenever notice shall be required to be given by these Bylaws or by the Articles of Incorporation of the Corporation or by the BCL, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 7.06. Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a Committee thereof.

Section 7.07. Reliance Upon Books, Reports and Records. Each Director, each member of any Committee designated by the Board, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, by independent legal counsel, or by an appraiser.

Section 7.08. Gender. Any words in the masculine gender in these Bylaws shall be deemed to include the feminine gender.

ARTICLE VIII
Indemnification of Officers and Directors

Section 8.01. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), whether brought by or in the name of the Corporation or otherwise, by reason of the fact that he is or was a Director or an officer of the Corporation or is or was

serving at the request of the Corporation as a Director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by law, including, but not limited to the BCL, as the same exists or may hereafter be amended (but, in the case of such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board. For purposes of Section 8.01, 8.02 and 8.03, persons holding the following titles shall be considered officers of the Company: Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, Chief Legal Officer, Chief Scientific Officer, and all persons holding the title of Executive Vice President, Senior Vice President or Vice President.

Section 8.02. Right to Payment of Expenses. The right to indemnification conferred in Section 8.01 shall include the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any such proceeding prior to its final disposition (hereinafter a "payment of expenses"). The rights to indemnification and to the payment of expenses conferred in Sections 8.01 and 8.02 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 8.03. Right of Indemnitee to Bring Suit. If a claim under Section 8.01 or 8.02 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for a payment of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee also shall be entitled to be paid the expense of prosecuting or defending such suit, including attorney's fees.

Section 8.04. Non-Exclusivity of Rights. The rights to indemnification and to the payment of expenses shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Articles of Incorporation, Bylaws, any agreement, any vote of shareholders or disinterested directors or otherwise.

Section 8.05. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation

or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the BCL.

Section 8.06. Indemnification of Other Officers, Employees, Assistants and Agents. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the payment of expenses to any officer not otherwise covered by this Article, to an employee, an assistant or an agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and payment of expenses of Directors and officers of the Corporation.

Section 8.07. Other Enterprises, Fines, Serving at Corporation's Request. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise tax assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to any employee benefit plan, its participants, or beneficiaries.

Section 8.08. Effect of Amendment. Any amendment, repeal or modification of any provision of this Article by the shareholders or the Directors shall not adversely affect any right or protection of a Director or officer existing at the time of such amendment, repeal or modification.

Section 8.09. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each indemnitee as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE IX
Amendments

Section 9.01. Amendments. These Amended and Restated Bylaws may be amended, altered and repealed, and new Bylaws may be adopted, by the shareholders or the Board at any regular or special meeting.

ARTICLE X
Inapplicable Subchapters of Business Corporation Law of Pennsylvania

Section 10.01. Subchapter E. The provisions of Subchapter E to Chapter 25 of the BCL (successor to Section 910 of the BCL) shall not be applicable to this Corporation.

Section 10.02. Subchapter G. The provisions of Subchapter G to Chapter 25 of the BCL, as approved April 27, 1990, shall not be applicable to this Corporation.

Section 10.03. Subchapter H. The provision of Subchapter H to Chapter 25 of the BCL, as approved April 27, 1990, shall not be applicable to this Corporation.

Exhibit 3.2

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

Entity Number

__X__ Business Corporation (§ 1915)

____ Nonprofit Corporation (§ 5915)

Name

KIRKPATRICK & LOCKHART PRESTON GATES ELLIS LLP

Address

535 Smithfield Street, Oliver Building

City State Zip Code

Pittsburgh, PA 15222 COUNTER PICK-UP

Document will be returned to the name and address you enter to the left.

⇐

Fee: $70

Filed in the Department of State on _____

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is: Mylan Laboratories Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o Corporation Service Company Dauphin

3. The statute by or under which it was incorporated: The PA Business Corporation Law of 1933, as amended.

4. The date of its incorporation: 8-31-1970

5. *Check, and if appropriate complete, one of the following:*

_____ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

__X___ The amendment shall be effective on: October 2, 2007 at 12:01 a.m.
Date Hour

6. *Check one of the following:*

_____ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

__X___ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check, and if appropriate, complete one of the following:*

_____ The amendment adopted by the corporation, set forth in full, is as follows:

___X__ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*

_____ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

DSCB:15-1915/5915-3

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

28th day of September, 2007.

MYLAN LABORATORIES INC.

Name of Corporation

/s/ David L. Kennedy

Signature

Vice President

Title

EXHIBIT A
TO
ARTICLES OF AMENDMENT
Mylan Laboratories Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Articles of Incorporation of the Corporation be amended by deleting in its entirety Article No. 1 and substituting therefore the following provision so that, as amended, said Article shall be read in its entirety as follows:

1. "The name of the Corporation is Mylan Inc."

Department of State
Corporation Bureau
P.O. Box 8722
Harrisburg, PA 17105-8722
(717) 787-1057
web site: www.dos.state.pa.us/corp.htm

Instructions for Completion of Form:

A. Typewritten is preferred. If not, the form shall be completed in black or blue-black ink in order to permit reproduction. The filing fee for this form is $70 made payable to the Department of State.

B. Under 15 Pa.C.S. § 135(c) (relating to addresses) an actual street or rural route box number must be used as an address, and the Department of State is required to refuse to receive or file any document that sets forth only a post office box address.

C. The following, in addition to the filing fee, shall accompany this form:

(1) Two copies of a completed form DSCB:15-134B (Docketing Statement-Changes).

(2) Any necessary copies of form DSCB:17.2.3 (Consent to Appropriation or Use of Similar Name) shall accompany Articles of Amendment effecting a change of name and the change in name shall contain a statement of the complete new name.

(3) Any necessary governmental approvals.

D. *Nonprofit Corporations:* If the action was authorized by a body other than the board of directors Paragraph 6 should be modified accordingly.

E. This form and all accompanying documents shall be mailed to the above stated address.

F. To receive confirmation of the file date prior to receiving the microfilmed original, send either a self-addressed, stamped postcard with the filing information noted or a self-addressed, stamped envelope with a copy of the filing document.

Exhibit 4.1

EXECUTION COPY

SECOND SUPPLEMENTAL INDENTURE

This SECOND SUPPLEMENTAL INDENTURE, dated as of October 1, 2007 (this "Instrument" or this "Second Supplemental Indenture"), is among MYLAN LABORATORIES INC., a Pennsylvania corporation (the "Company"), the Subsidiaries of the Company listed on the signature page hereto (collectively, the "Guarantors") and The Bank of New York, as trustee under the Indenture referred to herein (the "Trustee").

RECITALS

WHEREAS, the Company, the Guarantors and the Trustee are parties to that certain Indenture, dated as of July 21, 2005, as supplemented by the First Supplemental Indenture, dated as of May 31, 2007 (as supplemented, the "Indenture"), pursuant to which the Company has issued its 5.750% Senior Notes due 2010 and 6.375% Senior Notes due 2015 (collectively, the "Notes"); and

WHEREAS, Section 8.02 of the Indenture provides, among other things, that the Indenture may be amended with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes of each series affected by such amendment; and

WHEREAS, pursuant to Section 8.02 of the Indenture, the Company, the Guarantors and the Trustee are entering into this Instrument to effect the amendments to the Indenture provided for in the Proposed Amendments (as defined below) in respect of each series of Notes; and

WHEREAS, the Board of Directors of the Company has authorized the Company to approve the amendments to the Indenture set forth in Article 2 hereof (the "Proposed Amendments"); and

WHEREAS, pursuant to its offer to purchase and consent solicitation statement dated August 31, 2007 (the "Statement"), the Company commenced tender offers (with respect to the Notes for each series, a "Tender Offer") for any and all of the outstanding Notes for each series issued under the Indenture and solicited the consents (with respect to the Notes for any series, a "Consent Solicitation", and, together with the Tender Offer with respect to the Notes for such series, an "Offer") of the Holders of the Notes for such series to the Proposed Amendments and waiver of any defaults under the Indenture; and

WHEREAS, the Holders of a majority in aggregate principal amount of the outstanding Notes for each series, other than Notes owned by the Company or any of its affiliates, have duly consented to the Proposed Amendments as applicable to their respective series of Notes; and

WHEREAS, the Company has heretofore delivered or is delivering contemporaneously herewith to the Trustee an Opinion of Counsel and Officer's

Certificate in compliance with and to the effect set forth in Section 8.06 of the Indenture with respect to this Instrument; and

WHEREAS, the Company and the Guarantors have agreed to execute this Instrument with respect to each series of Notes; and

WHEREAS, Section 8.02 of the Indenture provides, for purposes of the rights and obligations of the parties thereto and the Holders under the Indenture only, that the Holders of Notes shall be bound, except as otherwise expressed herein, by this Instrument once this Instrument becomes effective; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the charter and the bylaws (or comparable constituent documents) of the Company, the Guarantors and the Trustee necessary to make this Instrument a valid instrument legally binding on the Company and the Guarantors, in accordance with its terms, have been duly done and performed; and

WHEREAS, the Company hereby requests that the Trustee execute and deliver this Instrument.

NOW, THEREFORE, in consideration of the above premises, the Company, the Guarantors and the Trustee covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE 1

Supplement and Effectiveness

SECTION 1.01. *Supplement*. This Instrument relates to and affects the Notes, is supplemental to the Indenture and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby.

SECTION 1.02. *Effectiveness*. This Instrument is effective immediately upon its execution and delivery by each of the Company, the Guarantors and the Trustee; provided, however, that (i) the Company will continue to comply with and be subject to the provisions of the Indenture amended by Article 2 of this Instrument (as such provisions exist in the Indenture prior to the effectiveness of this Instrument) with respect to the Notes for any series unless and until the Company delivers to the Trustee a Notice of Amendment substantially in the form of Annex A hereto with respect to such series, whereupon the Proposed Amendments shall become effective with respect to such series as of the date and time specified in such Notice of Amendment (the "Amendment Time" with respect to such series) and (ii) if within ten Business Days following the date on which the Amendment Time occurs with respect to the Notes of any series the Company (or its successor) does not accept for payment the validly tendered Notes for such series pursuant to the applicable Offer in accordance with the terms and conditions of the Offer

to Purchase, then this Instrument shall automatically become null and void *ab initio* with respect to such series. If the Offer with respect to the Notes for any series is terminated prior to acceptance of the Notes for such series, this Instrument shall automatically become null and void *ab initio* with respect to such series.

ARTICLE 2

Amendments and Waivers

SECTION 2.01. *Deletion of Certain Covenants*. As of the Amendment Time with respect to the Notes for any series, each of the following sections of the Indenture (collectively, the "Indenture Designated Provisions") hereby ceases to be in effect for purposes of such series, subject to the requirements of the TIA:

SECTION 4.05. *Payment of Taxes and Other Claims.*
SECTION 4.06. *Restrictions on Secured Debt.*
SECTION 4.07. *Restrictions on Sale Leaseback Transactions.*
SECTION 4.08. *Limitation on Restricted Payments.*
SECTION 4.09. *Limitations on Designation of Unrestricted Subsidiaries.*
SECTION 4.10. *Additional Guarantees.*
SECTION 4.11. *Reports to Holders.*
SECTION 5.01. *Consolidation, Merger and Sale of Assets.*

SECTION 2.02. *Modification of Certain Provisions*. As of the Amendment Time with respect to the Notes for any series, Section 6.01 of the Indenture is hereby amended and restated in its entirety as follows for purposes of such series:

"SECTION 6.01. Events of Default.

The following events shall be "Events of Default" (it being understood that any of the Events of Default listed in clauses (1) through (4) that only relates to the 2010 Notes or the 2015 Notes shall not constitute an Event of Default with respect to the unaffected series of Notes):

(1) a failure to pay interest upon the 2010 Notes or 2015 Notes, as the case may be, that continues for a period of 30 days after payment is due;

(2) a failure to pay the principal or premium, if any, on the 2010 Notes or the 2015 Notes, as the case may be, when due upon maturity, redemption, acceleration or otherwise;

(3) a failure to make or consummate a Change of Control Offer in accordance with the provisions of Section 4.12;

(4) [Intentionally Omitted]

(5) [Intentionally Omitted]

(6) [Intentionally Omitted]

(7) [Intentionally Omitted]

(8) [Intentionally Omitted]

(9) [Intentionally Omitted]

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body."

SECTION 2.03. *Deletion of Certain Definitions*. As of the Amendment Time with respect to the Notes for any series, notwithstanding any provision in the Indenture to the contrary, the definition in the Indenture of each capitalized term that occurs only within the Indenture Designated Provisions as in effect prior to the execution of this Instrument shall be of no further force or effect for such series.

ARTICLE 3

General Provisions

SECTION 3.01. *Ratification of Indenture; First Supplemental Indenture Part of Indenture*. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Instrument shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 3.02. *Indenture Remains in Full Force and Effect*. This Instrument is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

SECTION 3.03. *Trustee Not Responsible for Recitals*. The recitals and statements contained herein shall be taken as the statements of the Company and the Guarantors, and the Trustee assumes no responsibility for their correctness. The Trustee shall not be responsible for and makes no representation as to the validity or sufficiency of this Instrument, except that the Trustee represents and warrants that it has duly authorized, executed and delivered this Instrument.

SECTION 3.04. *Governing Law*. This Instrument shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 3.05. *Definitions*. Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Indenture.

SECTION 3.06. *Counterparts*. This Instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

SECTION 3.07. *Headings.* The section headings herein are for convenience only and shall not affect the construction hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first written above.

TRUST INTERNATIONAL MANAGEMENT (T.I.M.) BV, as Corporate Managing Director of EURO MYLAN B.V.

By:
/s/ Stefan Boermans
Name: Stefan Boermans
Title: Attorney in Fact A

By:
/s/ Christiaan Mol
Name: Christiaan Mol
Title: Attorney in Fact B

MYLAN LABORATORIES INC.

By:
/s/ Edward J. Borkowski
Name: Edward J. Borkowski
Title: Chief Financial Officer

MYLAN HOLDING INC.
MYLAN INC.
MYLAN TECHNOLOGIES INC.
MYLAN INTERNATIONAL HOLDINGS, INC.
MYLAN CARIBE, INC.
UDL LABORATORIES, INC.
BERTEK INTERNATIONAL, INC.

By:
/s/ Edward J. Borkowski
Name: Edward J. Borkowski
Title: Vice President

MLRE LLC,

By: /s/ Edward J. Borkowski
Name: Edward J. Borkowski
Title: Manager

MP AIR INC.,

By: /s/ Edward J. Borkowski
Name: Edward J. Borkowski
Title: President

MYLAN PHARMACEUTICALS INC.
MYLAN BERTEK
PHARMACEUTICALS, INC.

By: /s/ Edward J. Borkowski
Name: Edward J. Borkowski
Title: Executive Vice President

THE BANK OF NEW YORK, as Trustee,

By: /s/ Mary LaGumina

Name: Mary LaGumina
Title: Vice President

ANNEX A
Notice of Amendment

pursuant to
the Second Supplemental Indenture, dated as of October 1, 2007, among the Company,
the Guarantors and the Trustee

[Date]

NOTICE IS HEREBY GIVEN that the Proposed Amendments are to become effective with respect to the series of Notes listed in Schedule I hereto pursuant to the Second Supplemental Indenture, dated as of October 1, 2007 (the "Second Supplemental Indenture"), among the Company, the Guarantors and The Bank of New York, as trustee, as of the Effective Time (as defined herein).

The "Effective Time" is _____, New York City time, on _____, ___.

Terms used but not defined in this Notice of Amendment shall have the meanings ascribed to them in the Second Supplemental Indenture.

MYLAN LABORATORIES INC.

by _____
Name:
Title:

SCHEDULE I
to
Notice of Amendment

Exhibit 10.1

Execution Version October 1 2007

AMENDMENT TO THE

SHARE PURCHASE AGREEMENT
dated 12/13 May 2007 by and between

MERCK GENERICS HOLDING GMBH
MERCK S.A.
MERCK INTERNATIONALE BETEILIGUNGEN GMBH
as Sellers

MERCK KGAA
as Sellers' Guarantor and Sellers' Representative

and

MYLAN LABORATORIES INC.
as Purchaser

for the acquisition of

all shares in
Merck dura GmbH,
Merck Generics Group B.V.,
EMD, Inc.,
Merck Generics Belgium B.V.B.A., and
Merck Genericos S.L.

1 October 2007

Skadden, Arps, Slate Meagher & Flom LLP
An der Welle 5
60322 Frankfurt am Main
Germany

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Exhibit 3.1.2(d)	Genericos Transfer Deed
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AMENDMENT TO SHARE PURCHASE AGREEMENT

This Amendment (this "**Amendment**") to the Share Purchase Agreement dated 12/13 May 2007 (roll of deeds no. 100 of 2007 of the notary Dr. Burkhardt Meister, Frankfurt am Main) by and between the Parties set forth below (the "**Share Purchase Agreement**") is made as of 1 October 2007 by and between

1. Merck Generics Holding GmbH, a limited liability company organized under the laws of Germany and registered with the commercial register (*Handelsregister*) of the municipal court (*Amtsgericht*) of Darmstadt, Germany, under HRB 7759,

- "Seller 1" -

2. Merck S.A., a stock corporation organized under the laws of France and registered with the commercial register (*registre de commerce et des sociétés*) of Lyon under no. 777335340 RCS Lyon,

- "Seller 2" -

3. Merck Internationale Beteiligungen GmbH, a limited liability company organized under the laws of Germany and registered with the commercial register of the municipal court of Darmstadt, Germany, under HRB 8239,

- "Seller 3" -

- Seller 1, Seller 2 and Seller 3 jointly the "**Sellers**" -

4. Merck KGaA, a partnership limited by shares organized under the laws of Germany and registered with the commercial register of the municipal court of Darmstadt, Germany, under HRB 6164,

- "**Merck**", and also referred to as "**Sellers' Guarantor**" and "**Sellers' Representative**" -

5. Mylan Laboratories Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania with business address at 1500 Corporate Drive, Canonsburg, Pennsylvania 15317, U.S.A.,

- "Purchaser" -

6. Mylan Luxembourg 2 S.á.r.L, a limited liability company organized under the laws of Luxembourg with business address at 8-10 rue Mathias Hard, L-1717 Luxembourg, Luxembourg,

- "Mylan Luxembourg 2" -

7. Mylan Delaware Holding Inc., a corporation organized under the laws of Delaware, U.S.A., with registered address at 1500 Corporate Drive, Canonsburg, PA 15317, U.S.A.

- "Mylan Holding" -

- Sellers, Sellers' Guarantor, Purchaser, Mylan Luxembourg 2 and Mylan Holding are also referred to as "**Parties**"

PREAMBLE

WHEREAS, the Purchaser, the Sellers and Sellers' Guarantor have executed on 12/13 May 2007 the Share Purchase Agreement for the sale and purchase of the generics business, as further specified in the Share Purchase Agreement, operated by Sellers' Representative through various direct and indirect subsidiaries;

WHEREAS, the Share Purchase Agreement provides for a direct or indirect acquisition of all shares in Merck Dura GmbH, Merck Generics Group B.V., EMD, Inc., Merck Generics Belgium B.V.B.A. and Merck Genericos S.L. (together, the "**Companies**") and indirectly the respective Subsidiaries of the Companies;

WHEREAS, Section 3.1.5 (*Structure of Transaction*) of the Share Purchase Agreement provides that at the election of Purchaser, subject to certain terms and conditions, (i) any one or more Affiliates of Purchaser may be substituted for Purchaser in the transaction and (ii) Purchaser or any such substituted purchaser or purchasers may directly acquire Interests in any Subsidiary, either in lieu of or in addition to acquisitions of the Shares in the Companies;

WHEREAS, Purchaser has proposed to Sellers and Sellers' Representative certain changes to the acquisition structure, which Sellers and Sellers' Representative have considered in good faith and find generally acceptable;

WHEREAS, (i) Purchaser shall fully indemnify Sellers and Sellers' Affiliates for all Taxes to the extent any changes in acquisition structure contemplated by this Amendment increase the Tax costs to Sellers and Sellers' Affiliates above the amount of costs that would have been incurred in connection with the sales and transfers set forth in Section 3.1 of the Share Purchase Agreement as of the Signing Date and (ii) all incremental costs and expenses (including reasonable out of pocket expenses for counsel) incurred by Sellers or Sellers' Affiliates in connection with the implementation of any substitution or change in the acquisition structure contemplated by this Amendment or any alternative structure considered previously by Purchaser and proposed in writing (including by way of email) to Sellers or Sellers' Affiliate shall be reimbursed, and all risks related to the acquisition structure changes shall be assumed, by Purchaser; and

WHEREAS, the Parties wish to agree on (i) certain changes to the acquisition structure proposed by Purchaser subject to the terms and conditions set forth in this Amendment; (ii) the additional actions in connection with such changes to the acquisition structure; and (iii) certain other provisions.

NOW THEREFORE, the Parties agree as follows:

1.
DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Certain Defined Terms

Capitalized terms used but not defined herein shall have the meaning ascribed to them

in the Share Purchase Agreement.

1.2 Headings

The headings in this Amendment are inserted for convenience only and shall not affect the interpretation of this Amendment.

1.3 German Terms

If any provision in this Amendment contains an English term after which either in the same provision or elsewhere in this Amendment a term or terms in German have been added in parentheses and/or italics, then it shall be solely such German term and not the English term that is decisive for the interpretation of the respective provision.

1.4 General Rules of Construction

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and shall not be construed to express limitation in any way. The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (i) any definition of, or reference to, any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein", "hereof", "hereby" and "hereunder", and words of similar import, shall be construed to refer to this Amendment in its entirety and not to any particular provision hereof, (v) the words "immediately" and "promptly" shall mean without undue delay (*ohne schuldhaftes Zögern*), and (vi) all references herein to Sections, Exhibits and Disclosure Schedules shall be construed to refer to Sections of, and Exhibits and Disclosure Schedules to, this Amendment unless indicated otherwise in this Amendment.

2.
ADDITIONAL TARGET COMPANIES, SELLERS AND TRANSFEREES

2.1 The Additional Target Companies

2.1.1 Genius GmbH. Allgemeine Beteiligungsgesellschaft Genius Deutschland mbH ("**Genius GmbH**"), is a limited liability organized under the laws of Germany registered with the municipal court of Darmstadt, Germany, under HRB 86194.

2.1.2 Alphapharm. Alphapharm Pty. Ltd. ("**Alphapharm**"), is a proprietary

company limited by shares organized under the laws of New South Wales, Australia, and registration number ACN 002 359 739.

2.1.3 Merck France. Merck Generics France Holding S.A.S. ("**Merck France**") is a French *société par actions simplifiée* organized under the laws of France having its registered office at 37 rue Saint-Romain, Lyon (69008), France, and registered with the Lyon Trade and Companies Register under the number 399 293 323;

2.1.4 Definitions. Genius GmbH, Alphapharm and Merck France shall hereinafter also be referred to as the "**Additional Target Companies**".

2.2 The Additional Sellers

MGG shall also be referred to as the "**Additional Seller**".

2.3 The Additional Purchasers and Transferees

2.3.1 Mylan Holding. Mylan Delaware Holding Inc. is a corporation organized under the laws of Delaware, U.S.A., with registered address at 1500 Corporate Drive, Canonsburg, PA 15317, U.S.A., and a wholly owned subsidiary of Purchaser.

2.3.2 Mylan Australia. Mylan Australia Pty. Ltd ("**Mylan Australia**") is a proprietary company limited by shares organized under the laws of Victoria, Australia, with business address at c/o Hall & Wilcox, Level 30 Bourke Place, 600 Bourke Street, Melbourne VIC 3000, Australia, with registration number ACN 126 990 029, and a wholly owned subsidiary of Purchaser.

2.3.3 Mylan Canada. Mylan Canada, ULC ("**Mylan Canada**") is an unlimited liability company organized under the laws of Alberta, Canada, with business address at 3400, 105 — 6th Avenue SW, Calgary, Alberta, T2P3Y7 C, Canada, and a wholly owned subsidiary of Purchaser.

2.3.4 Mylan France. Mylan France S.A.S. ("**Mylan France**") is a French *société par actions simplifiée* with a share capital of EUR 37,000 organized under the laws of France having its registered office at 8 avenue Hoche, 75008 Paris, France, and registered with the Commercial and Company Registry of Paris under number 499 944 734, and a wholly owned subsidiary of Purchaser.

2.3.5 Mylan Luxembourg 2. Mylan Luxembourg 2 is a limited liability company organized under the laws of Luxembourg with business address at 8-10 rue Mathias Hard, L-1717 Luxembourg, Luxembourg., and a wholly owned subsidiary of Purchaser.

2.3.6 Definitions. Mylan Luxembourg 2 and Mylan Holding shall also be referred to as the "**Designated Transferees**".

2.3.7 Purchaser hereby represents and warrants to Sellers in the form of an independent guarantee (*selbständiges Garantieversprechen*) that the statements made in this Section 2.3 are correct on the date hereof.

3.
TRANSFEREE DESIGNATIONS

3.1 Dura, MGG, Merck Belgium and Merck Genericos

3.1.1 Designation. Pursuant to Section 21.5 of the Share Purchase Agreement, Purchaser hereby assigns to Mylan Luxembourg 2 its rights as purchaser under the Share Purchase Agreement to receive the Dura Share, the Merck Belgium Shares, the Merck Genericos Shares and the MGG Shares and the right to receive the portion of (i) the excess of the Final Purchase Price over the Preliminary Purchase Price pursuant to Section 4.2.2 of the Share Purchase Agreement, if any, and (ii) the excess of the Adjustment Purchase Price over the Final Purchase Price pursuant to Section 4.3 of the Share Purchase Agreement, if any, in each case allocated to such Share(s) pursuant to Exhibit 4.1.4 of the Share Purchase Agreement. As a result thereof, subject to the satisfaction or waiver of the Closing Conditions and the terms of the Share Purchase Agreement and this Amendment, at the Closing Date (i) Seller 1 shall transfer the Dura Share and the MGG Shares to Mylan Luxembourg 2, and (ii) Seller 3 shall transfer the Merck Belgium Shares and the Merck Genericos Shares to Mylan Luxembourg 2, in each case instead of to Purchaser, but otherwise in accordance with Section 3.1.2 of the Share Purchase Agreement and Section 3.1.2 hereof. By consummating the respective transfers on the Closing Date to Mylan Luxembourg 2, Seller 1 and Seller 3 shall have fulfilled their obligations towards Purchaser under the Share Purchase Agreement to transfer the respective Shares on Closing to Purchaser.

3.1.2 Transfer Deeds. As a result of the transferee designations set forth in Section 3.1.1, the Dura Transfer Deed shall substantially be in the form set forth in **Exhibit 3.1.2(a)**, the MGG Transfer Deed shall be substantially in the form set forth in **Exhibit 3.1.2(b)**, the Merck Belgium Transfer Deed shall be substantially the form set forth in **Exhibit 3.1.2(c)**, and the Genericos Transfer Deed shall be substantially the form set forth in **Exhibit 3.1.2(d)**.

3.2 EMD

Pursuant to Section 21.5 of the Share Purchase Agreement, Purchaser hereby assigns to Mylan Holding its rights as purchaser under the Share Purchase Agreement to receive the EMD Shares and the right to receive (i) the excess of the Final Purchase Price over the Preliminary Purchase Price pursuant to Section 4.2.2 of the Share Purchase Agreement, if any, and (ii) the excess of the Adjustment Purchase Price over the Final

Purchase Price pursuant to Section 4.3 of the Share Purchase Agreement, if any, in each case allocated to such Share(s) pursuant to Exhibit 4.1.4 of the Share Purchase Agreement. As a result thereof, subject to the satisfaction or waiver of the Closing Conditions and the terms of the Share Purchase Agreement and this Amendment, Seller 2 shall transfer on the Closing Date the EMD Shares to Mylan Holding instead of to Purchaser, but otherwise in accordance with Section 3.1.2 of the Share Purchase Agreement. By consummating the respective transfer on the Closing Date to Mylan Holding, Seller 2 shall have fulfilled its obligations towards Purchaser under the Share Purchase Agreement to transfer the EMD Shares on Closing to Purchaser.

3.3 Additional Assumption of Liabilities

3.3.1 Additional Assumption of Liabilities. Each Designated Transferee hereby also assumes the liabilities of Purchaser to pay the Purchase Price and the Preliminary Purchase Price, respectively, to Sellers by means of an additional assumption of liabilities (*Schuldbeitritt*) with respect to the portion of the Purchase Price and the Preliminary Purchase Price, respectively, allocated to the Shares to be transferred to the respective Designated Transferee under Sections 3.1 and 3.2. As a result of such additional assumption of liabilities (*Schuldbeitritt*), Sellers shall have independent claims against the Designated Transferees to pay the portion of the Purchase Price and the Preliminary Purchase Price, respectively, allocated to the Shares transferred to them. For the avoidance of doubt, such claims shall be in addition to, and not in replacement of, the obligations of Purchaser under the Share Purchase Agreement, which shall remain unaffected (joint and several liability) (*gesamtschuldnerische Haftung*).

3.3.2 Role of Designated Transferees. The Designated Transferees shall not be a "Purchaser" within the meaning of the Share Purchase Agreement, and the Designated Transferees (i) shall have no rights against Sellers as purchaser (*Käufer*) in connection with the sale and transfer of the Shares other than the assigned rights of Purchaser to receive, and become owners, of the Shares (*dinglicher Empfänger*) and to receive the adjustments in connection with the Purchase Price as specified in more detail in Sections 3.1 and 3.2. and (ii) as a result of the additional assumption of liabilities will also be obligated towards Sellers to pay the respective portion of the Purchase Price and the Preliminary Purchase Price, respectively.

3.3.3 Payments by Designated Transferees. Sellers and Sellers' Representative will accept payments made by the Designated Transferees on the outstanding Purchase Price and the Preliminary Purchase Price, respectively, in satisfaction of Sellers' respective claim to receive the Purchase Price and the Preliminary Purchase Price, respectively, from Purchaser and the Designated Transferees as joint and several debtors.

3.4 No Rights of Designated Transferees

Except for the rights and obligations expressly set forth in this Amendment and the transfer documents for the respective Shares (the "**Specified Terms**"), the Designated Transferees shall have no other rights against or obligations to Sellers or Sellers' Representative under or in connection with the sale and transfer of the Shares, and all rights and obligations between the Parties in connection with these sales and transfers of the Shares, other than the Specified Terms, shall be exclusively governed by the Share Purchase Agreement and shall exist exclusively between Purchaser on the one side and Sellers and Sellers' Representative on the other side as if the transfers of the Shares were entered into and consummated between Purchaser and the respective Seller as originally contemplated by the Share Purchase Agreement. Purchaser shall procure that the Designated Transferees will act accordingly and not seek any rights or claims against Sellers or Sellers' Representative under or in connection with these sales and transfers other than the Specified Terms.

4.
SALE AND TRANSFER OF ADDITIONAL TARGET COMPANIES AND THE COMPANIES

4.1 Additional Actions before or on Closing

4.1.1 New Transfer Actions. Pursuant to Section 3.1.5 of the Share Purchase Agreement, and subject to the terms and Conditions of this Amendment, in particular Sections 4.1.2 and 7.3.2, the Parties hereby agree to implement the following transfers, on or before the Closing Date or as otherwise indicated, respectively, by (i) taking the specific actions stated in Section 7 to be taken by the relevant Party and (ii) in the order specified in Section 7 (the "**New Transfers**"):

(a) Sellers shall cause MGG to sell and transfer to Mylan Canada (i) the shares in Genius GmbH and (ii) the promissory note issued by Genius GmbH to MGG for the acquisition of Genpharm, Inc., a corporation organized under the laws of Ontario, Canada (the "**Genpharm Note**") pursuant to a share and note purchase and transfer agreement in the form attached as **Exhibit 4.1.1(a)(i)(i)** (the "**Genius GmbH SPA**") in exchange for a promissory note (the "**Genius GmbH Note**") in the form as attached as **Exhibit 4.1.1(a)(ii)** (the "**Genius GmbH Transfer**");

(b) Sellers shall cause MGG to sell and transfer the shares in Alphapharm to Mylan Australia pursuant to a share transfer form in the form attached as **Exhibit 4.1.1(b)(i)** (the "**Alphapharm Transfer Form**") in exchange for a promissory note (the "**Alphapharm Note**") in the form as attached as **Exhibit 4.1.1(ii)** (the "**Alphapharm Transfer**"); and

(c) Purchaser expressly confirms its intent that the Merck France Transfer falls within the scope of Section 223 B c. of the *Code General des Impôts* (the "**French Tax Code"**). In particular, if the Purchaser, or one of its Affiliates (other than Mylan France), were to hold the Shares in Merck France as a result of the transactions contemplated hereby, Purchaser expressly confirms its intent to immediately reassign, or to cause such Affiliate to immediately reassign, the said Shares to Mylan France in order to comply with the Section 223 B c. of the French Tax Code. Sellers shall cause MGG to sell and transfer the shares in Merck France to Mylan France pursuant to a share transfer order in the form attached as **Exhibit 4.1.1(c)(i)** (the "**Merck France Transfer Order**") in exchange for two promissory notes (the "**Merck France Notes**") in the form as attached as **Exhibit 4.1.1(c)(ii)** (the "**Merck France Transfer**"). The Parties acknowledge that Sellers have agreed to effect the Merck France Transfer without having examined, or assuming any responsibility or liability for, the Purchaser's intent that the Merck France Transfer complies with Section 223 B c. of the French Tax Code or any Tax effects desired by Purchaser.

4.1.2 Separate Obligations. The failure (including by way of inability) of any Party to perform any action required to be taken by it under any of these Sections 4.1.1(a), 4.1.1(b) and 4.1.1(c) shall not relieve such Party or any of its Affiliates to take any other action under Sections 4.1.1(a), 4.1.1(b) and 4.1.1(c); it being understood that the individual actions under each of Sections 4.1.1(a), 4.1.1(b) and 4.1.1(c) shall be taken simultaneously (*Zug-um-Zug*) by the Parties to such actions.

4.1.3 Final Structure. Purchaser hereby confirms its current intent not to request or make any further changes to the acquisition structure contemplated by this Amendment, it being understood that the Parties can mutually agree otherwise (without being obligated to do so).

4.2 Sale and Transfer of the Companies

4.2.1 The obligations of the Parties under the Share Purchase Agreement to transfer the Shares in the Companies on the Closing Date, subject to the satisfaction or waiver of the Closing Conditions, pursuant to Section 8 of the Share Purchase Agreement, as amended by this Amendment, shall remain unaffected by the New Transfers. The shares in the Additional Target Companies shall not constitute "Shares" in the meaning of the Share Purchase Agreement.

4.3 Scope of Sale with respect to the Companies

4.3.1 Status of Merck Belgium. Section 2.1.4 of the Share Purchase Agreement sets forth that Merck Belgium has a stated capital (*maatschappelijk kapitaal*) of EUR 18,550 represented by 18,550 nominative shares (*aandelen opnaam*), and that Seller 3 holds 18,549 (referred to in the Share Purchase Agreement as the

"Merck Belgium Shares") and MGG holds one of these shares. In connection with a pre-sale restructuring in Belgium the share capital of Merck Belgium was increased to 5,872,136 shares by issuance of 5,853,271 new shares to Seller 3 (the "**New Belgium Shares**") and by issuance of 315 shares to MGG.

4.3.2 Transfer of New Shares. The Parties hereby confirm their agreement that the sale of the Merck Belgium Shares by Seller 3 under Section 3.1.1 of the Share Purchase Agreement shall comprise all shares held by Seller 3 in Merck Belgium on the Closing Date, and that the obligation of Seller 3 to transfer the Merck Belgium Shares under Section 3.1.2 (d) of the Share Purchase Agreement as part of Closing will also include the New Belgium Shares. As from the date hereof, the term "**Merck Belgium Shares**" as defined in the Share Purchase Agreement shall also include the New Belgium Shares.

5.
IP TRANSFERS AND CONTINUING PRE-SALE REORGANIZATION

5.1 EpiPen

The Parties agree that in deviation from, and in satisfaction of, Section 16.2.4, first sentence, of the Share Purchase Agreement, subject to the satisfaction or waiver of the Closing Conditions and the terms and conditions of the Share Purchase Agreement, as amended by this Amendment, that Sellers shall ensure that EMD Chemicals Inc. sells and transfers the Trademark EpiPen to Purchaser on the Closing Date for a purchase price of EUR 22,000,000 (as provided in Exhibit 4.1.4. to the Share Purchase Agreement) pursuant to an IP Sale and Transfer Agreement substantially in the form attached as **Exhibit 5.1** (the "**EpiPen Sale Agreement**"). The Execution of the EpiPen Sale Agreement will be an additional Closing Action. The purchase price under the EpiPen Sale Agreement shall be part of the Purchase Price under the Share Purchase Agreement.

5.2 Duranifin and Enadura

The Parties agree that in deviation from, and in satisfaction of, Section 16.2.4, second sentence, of the Share Purchase Agreement, subject to the satisfaction or waiver of the Closing Conditions and the terms and conditions of the Share Purchase Agreement, as amended by this Amendment, Seller 1 shall contribute and transfer the Trademarks Duranifin and Enadura to Dura on the Closing Date as contribution into the capital reserves of Dura pursuant to a shareholder resolution and transfer agreement substantially in the form attached as **Exhibit 5.2** (the "**Dura IP Transfer Agreement**"). The Purchase Price allocated to Dura pursuant to Exhibit 4.1.4 to the Share Purchase Agreement will accordingly be increased by EUR 800,000, and otherwise there will no longer be a part of the Purchase Price allocated to these Trademarks. The Execution of the Dura IP Transfer Agreement will be an additional Closing Action.

5.3 Continuance of Pre-Sale Reorganization

5.3.1 The Parties agree that, upon effectiveness of this Agreement, Section 14.1 of the Share Purchase Agreement shall be of no further force and effect and that it shall be replaced in its entirety by this Section 5.3; provided that for all purposes of the Share Purchase Agreement, all references to "Exhibit 14.1(a)," "Exhibit 14.1(b)" and "Excluded Jurisdictions" shall be deemed to refer to such terms as defined in the Share Purchase Agreement without such effect to this Amendment.

5.3.2 Exhibit 14.1(a) to the Share Purchase Agreement sets forth certain reorganization measures that Sellers have taken or are in the process of taking or will take, as the case may be (such measures, the "**Pre-Sale Reorganization**"), and the status of the Pre-Sale Reorganization as of the Signing Date. Sellers shall continue and complete, and take all actions necessary or expedient in connection with, the Pre-Sale Reorganization prior to the Effective Date, except for the actions contemplated to occur after the Effective Date as set forth in Exhibit 14.1(a) to the Share Purchase Agreement. To the extent that, after giving effect to the Pre-Sale Reorganization and the activities contemplated by Sections 16.2.2 and 16.2.4 (as amended pursuant to Sections 5.1 and 5.2 of this Amendment) of the Share Purchase Agreement, as of the Closing Date Sellers and Sellers' Affiliates own any assets of whatever kind and nature, real or personal, tangible or intangible, intended to be used exclusively in the operation or conduct of the Business, Sellers and Sellers' Affiliates will, in consultation with Purchaser, transfer such assets, without charge, to the Group Company or Group Companies that used such assets as of the Effective Date. In the event that Sellers identify any such asset after the Closing Date, Sellers will so notify Purchaser in writing, which writing shall describe the manner and time of transfer. The Parties agree that (i) the assets set forth on **Exhibit 5.3** will be transferred in the manner and by the time specified in Exhibit 5.3 and (ii) the Parties will bear the responsibility for, and costs of, carving out certain systems as set forth on Exhibit 5.3. Any material assets that are used (but not used exclusively) by the Group Companies shall be made available to the Group Companies by Sellers and Sellers' Affiliates on the same basis as they are currently made available. The foregoing provisions shall apply *mutatis mutandis* to assets or rights held by the Group Companies that are used by Seller or Sellers' Affiliates. The foregoing provisions do not apply to (i) assets or rights covered by Section 16 of the Share Purchase Agreement, (ii) assets or rights used, held for use or intended to be used solely in the Excluded Jurisdictions set forth in **Exhibit 14.1(b)** to the Share Purchase Agreement ("**Excluded Jurisdictions**") until the time of and subject to the acquisition of the applicable Excluded Business, (iii) assets or rights used, held for use or intended to be used in providing the services to be provided in the Transitional Services Agreement and the "excluded services" set forth in Exhibit 16.3 to the Share Purchase Agreement, except for the seat licenses and servers identified on Exhibit 5.3, (iv) assets or rights provided pursuant to the Brand License Agreement or (v) assets or rights

provided under supply or distribution agreements that are the subject of Section 10.13.3 of the Share Purchase Agreement. Except as set forth in Exhibit 14.1(a) of the Share Purchase Agreement, as of and following the Effective Date the Group Companies shall have no liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise) arising out of the operation or conduct of any business of Sellers or Sellers' Affiliates other than the Business.

5.4 Agreements with Sellers' Affiliates

Purchaser and Sellers' Representative acknowledge that they have agreed that certain agreements will be executed between Sellers' Affiliates and the Group Companies as set forth in **Exhibit 5.4** and Purchaser (with respect to the Group Companies) and Sellers' Representative (with respect to Sellers' Affiliates) will procure that all agreements listed in Exhibit 5.4 are executed within one month after the Closing Date.

6.
SETTLEMENT OF INTERCOMPANY BALANCES

6.1 Conversion to Intercompany Balances

Sections 3.2, 3.3 and 3.4 of the Share Purchase Agreement set forth certain provisions regarding the settlement and payment of (i) claims resulting from the Cash Management, (ii) certain loans granted to, or funds deposited with, a Group Company by a Seller or Sellers' Affiliate, and (iii) certain loans made by a Group Company to a Seller or Sellers' Affiliate. The Parties have agreed to settle all outstanding balances under these claims, loans or deposits between a Group Company on the one side and a Seller or Sellers' Affiliate on the other side pursuant to the following settlement mechanism:

6.1.1 Sellers and Sellers' Representative shall procure, to the extent feasible or expedient (which, e.g., is not feasible with respect to intra-group loans between South African companies), that (i) all loans to, or deposits with, a Group Company by a Seller or a Sellers' Affiliate ("**Shareholder Loans**"), and (ii) all loans to, or deposits with, a Seller or Sellers' Affiliate by a Group Company ("**Subsidiary Loans**"), will be converted into an intercompany balance between Sellers' Representative and the respective Group Company to be booked to the respective existing intercompany account (together with any existing intercompany balances between Sellers' Representative and a Group Company, any remaining Shareholder Loans made by Sellers' Representative and any remaining Subsidiary Loan made to Sellers' Representative, the "**Merck Intercompany Balances**").

6.1.2 Any Shareholder Loan made by a Sellers' Affiliate other than Sellers' Representative that remains outstanding on Closing shall be referred to as a

"**Merck Affiliate Loan**", and any Subsidiary Loan made to a Sellers' Affiliate other than Sellers' Representative that remains outstanding on Closing, if any, shall be referred to as a "**Merck Affiliate Obligation**", and together with the Merck Affiliate Loans, the "**Affiliate Intercompany Balances**").

6.1.3 All Shareholder Loans to, and all Subsidiary Loans by, any of EMD Inc., Dey Inc., Dey L.P., Dey L.P. Inc. and Genpharm LP, U.S.A. shall be referred to as "**Merck US Intercompany Balance**" and "**US Affiliate Intercompany Balances**", as applicable, and all other Shareholder Loans and Subsidiary Loans shall be referred to as "**Merck Non-US Intercompany Balance**" and "**Non-US Affiliate Intercompany Balances**".

6.2 Settlement between Sellers' Representative and Purchaser

6.2.1 Merck Intercompany Balances. All US Merck Intercompany Balances outstanding on the Closing Date will be settled directly between Purchaser and Sellers' Representative and all Non-US Merck Intercompany Balances outstanding on the Closing Date will be settled directly between Mylan Luxembourg 2 and Sellers' Representative as follows:

(a) With respect to any Merck Intercompany Balance in favor of Sellers' Representative, Purchaser or Mylan Luxembourg 2, as applicable, shall pay the respective balance on behalf of the respective Group Company; and

(b) With respect to any Merck Intercompany Balance in favor of a Group Company, Sellers' Representative shall pay the respective balance to Purchaser or Mylan Luxembourg 2, as applicable, as the collection agent of the respective Group Company.

6.2.2 Affiliate Intercompany Balances. All Affiliate US Intercompany Balances on the Closing Date will be settled directly between Purchaser and Sellers' Representative and all Affiliate Non-US Intercompany Balances outstanding on the Closing Date will be settled directly between Mylan Luxembourg 2 and Sellers' Representative as follows:

(a) With respect to any Affiliate Intercompany Balance in favor of a Sellers' Affiliate, Purchaser or Mylan Luxembourg 2, as applicable, shall pay the respective balance on behalf of the respective Group Company that owes the Affiliate Intercompany Balance to Sellers' Representative as collection agent on behalf of the respective Sellers' Affiliate; and

(b) With respect to any Affiliate Intercompany Balance in favor of a Group Company, Sellers' Representative shall pay the respective balance on behalf of the respective Sellers' Affiliate that owes the Affiliate Intercompany Balance to Purchaser or Mylan Luxembourg 2,

as applicable, as collection agent on behalf of the respective Group Company.

6.2.3 Intercompany Settlement. The settlement of the Merck Intercompany Balances and the Affiliate Intercompany Balances pursuant to Section 6.2.1 and 6.2.2 above shall be jointly referred to as the "**Intercompany Settlement**". Sellers' Representative will notify Purchaser, also on behalf of and as representative of Mylan Luxembourg 2, at least one Business Day before the Closing Date of the payments to be made by (i) Sellers' Representative and (ii) Purchaser and Mylan Luxembourg 2, respectively, to effect the Intercompany Settlement.

6.2.4 Payment Agent Agreement. (i) Purchaser or Mylan Luxembourg 2, as applicable, (ii) Sellers' Representative and (iii) the respective Group Companies, Sellers and Sellers' Affiliates (to be procured by Sellers' Representative) shall enter into payment agent agreements to document the payment arrangements and to grant respective payment agency and collection agency authorities pursuant to Section 6.2.1 and 6.2.2 above in substantially the form attached as **Exhibit 6.2.4**.

6.2.5 Continuance of Group Financing. Nothing in the Share Purchase Agreement or this Amendment shall prevent Sellers, Sellers' Affiliates or the Group Companies from settling, or to creating in the ordinary course of business, any new, Merck Intercompany Balances or Affiliate Intercompany Balances. Section 15.1 of the Share Purchase Agreement remains unaffected.

7.
CLOSING DATE, ORDER OF CLOSING ACTIONS AND OTHER TRANSFER ACTIONS

7.1 Closing Date

The Parties hereby confirm their current firm intent to take the Closing Actions on 2 October 2007.

7.2 Pre-Closing Actions

7.2.1 Sellers shall cause MGG and Purchaser shall cause Mylan Canada, as applicable, to consummate, unless otherwise agreed between the Parties, the Genius GmbH Transfer at a time that (i) falls within the calendar day before the Closing Date by applying Eastern Daylight Time and (ii) already falls within the Closing Date by applying Central European (Summer) Time (e.g., at the Closing Date at 1:00 AM CET) by (i) execution of the Genius GmbH SPA by MGG and Mylan Canada, (ii) delivery of the Genpharm Note by MGG to Mylan Canada, and (iii) issue and delivery of the Genius GmbH Note by Mylan Canada to MGG (the Parties acknowledge that the Genius GmbH

Transfer shall be subject to the terms of and effected in accordance with the conditions set forth in the Genius GmbH SPA) (these actions the "**Pre-Closing Actions**").

7.2.2 For the avoidance of doubt, the obligations of the Parties to consummate the Closing Actions on the Closing Date shall not be subject to the consummation of the Pre-Closing Actions before the Closing Date but only subject to the satisfaction or waiver of the Closing Conditions.

7.3 Closing Actions

7.3.1 On the Closing Date, the Parties shall take, or cause to be taken, the following actions in the following order, or any other order mutually agreed between the Parties; provided that (i) the Closing Actions pursuant to the following sub-paragraphs (b) to (m) should be executed at the same time to the extent practicably possible and (ii) that the individual actions with respect to the Closing Actions under the following sub-paragraphs (b) to (m) shall be taken simultaneously (*Zug-um-Zug*):

(a) Payments. Payment by Purchaser to Sellers of the Preliminary Purchase Price;

(b) Seller Certificates. Sellers shall deliver to Purchaser executed certificates pursuant to Section 7.1.3 (a), (b) and (c) of the Share Purchase Agreement;

(c) Purchaser Certificates. Purchaser shall deliver to Sellers' Representative executed certificates pursuant to Section 7.1.2 (a) and (b) of the Share Purchase Agreement;

(d) Intercompany Settlement. Purchaser, Sellers' Representative and Mylan Luxembourg 2 shall make the payments to effect the Intercompany Settlement;

(e) Dura Transfer. Seller 1 shall, and shall cause Dura to, execute the Dura IP Transfer Agreement;

(f) EpiPen Sale. Sellers shall cause EMD Chemicals to, and Purchaser shall, execute the EpiPen Sale Agreement;

(g) Brand License Agreement. Sellers' Representative and Purchaser shall enter into the Brand License Agreement in the form as attached as **Exhibit 7.3.1(g)**, which shall replace Exhibit 16.1.1 to the Share Purchase Agreement;

(h) Transitional Services Agreement. Sellers' Representative and Purchaser shall enter into the Transitional Services Agreement in the form attached as **Exhibit 7.3.1(h)**, which shall replace Exhibit 8.3.14

of the Share Purchase Agreement

(i) Alphapharm Transfer. Sellers shall cause MGG, and Purchaser shall cause Mylan Australia, to execute the Alphapharm Transfer Form, and Purchaser shall cause its wholly owned (indirect) subsidiary Mylan Luxembourg 1 S.á.r.l to issue and deliver the Alphapharm Note to Mylan Australia, and shall cause Mylan Australia to deliver the Alphapharm Note to MGG;

(j) Merck France Transfer. Sellers shall cause MGG, and Purchaser shall cause Mylan France, to execute the Merck France Transfer Order, and Purchaser shall cause Mylan France to issue and deliver the Merck France Notes to MGG;

(k) Dura Transfer Deed. Purchaser shall cause Mylan Luxembourg 2 to, and Mylan Luxembourg 2 shall, and Seller 1 shall, execute the Dura Transfer Deed in notarial form;

(l) Genericos Transfer Deed. Seller 3 and Purchaser shall cause the execution of the Genericos Transfer Deed in notarial form in Spain by representatives of Seller 3 and Mylan Luxembourg 2, respectively;

(m) Merck Belgium Transfer Deed. Seller 3 shall, and Purchaser shall cause Mylan Luxembourg 2 to, and Mylan Luxembourg 2 shall, execute the Merck Belgium Transfer Deed;

(n) EMD Transfer Deed. Seller 2 shall endorse the EMD Shares to Mylan Holding, or endorse a respective stock transfer certificate, and deliver the certificate(s) representing the EMD Shares to Mylan Holding;

(o) MGG Transfer Deed. Seller 1, Purchaser and Mylan Luxembourg 2 shall cause the execution of the MGG Transfer Deed in notarial form in The Netherlands by representatives of Seller 1 and Mylan Luxembourg 2, respectively; and

(p) Resignation Letters. Sellers shall deliver resignation letters of the Directors and Officers of the Group Companies who are remaining Directors and Officers or Employees of Sellers or Sellers' Affiliates.

7.3.2 Obligations as to Actions on Closing Date. The actions set forth in Section 7.3.1(a) to 7.3.1(p) shall replace the Closing Actions set forth in the Share Purchase Agreement and be the Closing Actions. Sellers and Sellers' Representative shall not be obligated to take any of the actions set forth in Section 7.3.1(b) to 7.3.1(p) before Sellers' Representative has received the payment pursuant to Section 7.3.1(a). The failure (including by way of inability) of any Party to perform any action required by it under any of Sections 7.3.1(b) to 7.3.1(p) shall not relieve such Party or any of its Affiliates to take any other action under Sections 7.3.1(b) to 7.3.1(p), provided, that the

individual actions with respect to any Closing Action under the sub-paragraphs (b) to (m) shall be taken simultaneously (*Zug-um-Zug*) by the Parties to such Closing Action.

7.3.3 Waiver Rights of Purchaser. Purchaser may determine in its sole discretion that any or all of the actions specified in 7.3.1(i) to 7.3.1(j) shall not be taken on the Closing Date.

7.4 Closing Confirmation

After all Closing Actions have been taken, Sellers and Purchaser shall confirm in writing that all Closing Actions have been taken and that the Closing has occurred. This confirmation shall be substantially in the form attached as **Exhibit 7.4** instead of the form attached as Exhibit 8.4 to the Share Purchase Agreement.

7.5 Director Resignations

If any Director and/or Officer of a Group Company who (i) remains an Employee of Sellers or Sellers' Affiliate and (ii) has taken all steps to resign as a Director and/or Officer and has notified the Group Company of the resignation and accordingly resigns on or before the Closing Date has not been properly discharged by the respective Group Company even though such concept is acknowledged under applicable law, Purchaser shall procure that such discharge is granted as soon as practical feasible or legally permissible (*e.g.*, on the date of the next meeting of shareholders). To the extent the resignations of any such Directors and/or Officers require the filing of the resignation and/or additional documents with a local register, Purchaser shall procure that such filing requirements are met.

7.6 Prasfarma

Sellers, Sellers' Representative and Purchaser shall cooperate in good faith to identify and implement a transitional solution in connection with the provision of transitional SAP services to Prasfarma Oncologicos SL (the "**Transitional Prasfarma Solution**") (it being understood that the ultimate decision regarding the scope and provider of such solution shall be made by mutual agreement of Sellers' Representative and Purchaser, and that the Parties will work together to achieve as economical a solution as possible). Sellers shall bear all out-of-pocket costs and expenses incurred in connection with the Transitional Prasfarma Solution by Sellers, Sellers' Representative and Purchaser (including reasonable out-of-pocket expenses for counsel), whether incurred prior to or after the Effective Date, until such time as such costs and expenses in the aggregate are equal to EUR 600,000 (the "**Prasfarma Expense Cap**"), after which Purchaser shall bear all such costs and expenses (whether incurred by Sellers, Sellers' Representative or Purchaser). Each party shall maintain reasonably detailed documentation of all such costs and expenses incurred by it and shall provide such documentation to the other party upon request. Any costs and expenses incurred by either party in connection with the Transitional Prasfarma Solution that are subject to reimbursement by the other party

pursuant to this Section 7.6 shall be reimbursed promptly by the other party following presentation of reasonable documentation of such costs and expenses by the party seeking reimbursement.

8.
PURCHASE PRICE AND EFFECTIVE DATE

8.1 No Effect on Purchase Price

8.1.1 Effective Date Financial Statements. Any effects in connection with any New Transfer on the Effective Date Financial Statements shall be disregarded for purposes of calculating the Purchase Price under the Share Purchase Agreement, in particular if any of the New Transfers occurred, or any actions in connection with the New Transfers were taken, on or before the Effective Date. The Purchase Price shall be calculated as if none of the New Transfers has occurred, or no action in connection with the New Transfer was taken, on or before the Effective Date.

8.1.2 Promissory Notes. The amount and value of the Genius GmbH Note, the Genpharm Note, the Alphapharm Note and the Merck France Note shall be solely determined by Purchaser but may not contravene, or conflict with, the Purchase Price allocation under the Share Purchase Agreement, in particular as set forth in Exhibit 4.1.4 to the Share Purchase Agreement.

8.1.3 Purchase Price Allocation. The Purchase Price agreed between the Parties under the Share Purchase Agreement for the sale of the Companies and the Transfer of the Trademarks EpiPen, Duranifin and Enadura, including the Purchase Price allocation under the Share Purchase Agreement, in particular as set forth in Exhibit 4.1.4 to the Share Purchase Agreement, shall remain unaffected by the New Transfers and in particular (i) the consideration paid for the Genius GmbH Transfer, the Alphapharm Transfer and the Merck France Transfer, and (ii) the amount and value of the Genius GmbH Note, the Genpharm Note, the Alphapharm Note and the Merck France Note, which are not part of the agreement between Sellers and Purchaser with respect to the Purchase Price and the allocation of the Purchase Price under Exhibit 4.1.4 to the Share Purchase Agreement. The adjustment of the Purchase Price allocated to the sale and transfer of the Dura Share as a result of the execution of the Dura IP Transfer Agreement pursuant to Section 5.2 remains unaffected.

8.2 Effective Date

8.2.1 Clarification as to Section 8.1.1. The Parties hereby clarify that the "**Effective Date**" as defined in the Share Purchase Agreement shall, in case Section 8.1.1 (a) of the Share Purchase Agreement is applicable and the Closing Date determined by application of Section 8.1.1 (a) of the Share Purchase Agreement is not a Business Day, be nonetheless the last calendar day of the

applicable month, *i.e.*, in such case only the Closing Date but not the Effective Date following shall be the next Business Day following the day determined by application of Section 8.1.1 (a) of the Share Purchase Agreement.

8.2.2 Clarification of Section 4.1. The Parties hereby clarify that the reference to "with economic effect as of the Effective Date" contained in Section 3.1.1 of the Share Purchase Agreement shall only mean that the Purchase Price is determined on such date in accordance with Sections 4 and 5 of the Share Purchase Agreement.

8.3 Exchange Rates

For purposes of preparing the Effective Date Financial Statements and the Final Purchase Price Statement, any assets and liabilities (including any adjustments thereof) denominated in a currency other than EUR shall be converted into EUR on the basis of the exchange rate as of the Effective Date as used for the quarterly financial statements of Merck KGaA.

9.
INDEMNIFICATION AND COSTS

9.1 Indemnification

9.1.1 Tax Indemnification. Purchaser shall fully indemnify and hold harmless (*freistellen*) Sellers and Sellers' Affiliates for any incremental income, withholding, sales, transfer or other Tax liability of Sellers or Sellers' Affiliates in connection with any New Transfer to the extent any such New Transfer increases the Tax liability of Sellers or Sellers' Affiliates above the amount of Taxes to be borne by Sellers or Sellers' Affiliates in connection with the sales and transfers set forth in Section 3.1 of the Share Purchase Agreement.

9.1.2 No Indemnification by Sellers. Sellers and Sellers' Representative shall not be liable for, and shall not have to indemnify and hold harmless Purchaser or any Group Company for, and Section 12 of the Share Purchase Agreement shall not apply to, any incremental Taxes for any Pre-Effective Date Period resulting from any New Transfer in accordance with this Amendment.

9.1.3 No Responsibility of Sellers. Any actions, results, effects and transactions contemplated by, or taken in connection with, this Amendment, in particular the New Transfers, in amendment of the transaction structure under Section 3.1 of the Share Purchase Agreement shall be entirely and exclusively Purchasers' responsibility and risk. Sellers, Sellers' Representatives, Sellers' Affiliates and the Group Companies do not make any representations and warranties in connection with any actions, results, effects and transactions contemplated by, or taken in connection with, this Amendment or any other

plans, discussions or considerations of Purchaser to amend the transaction structure, and shall not be liable for any Taxes, costs, losses, expenses and other disadvantages of Purchaser or the failure to achieve any results or effects desired by Purchaser. Any actions and transactions that were not part of Section 3.1 of the Share Purchase Agreement, in particular any New Transfer, and any situation, results or effects resulting therefrom, shall be disregarded for purposes of Section 9 of the Share Purchase Agreement.

9.1.4 Costs (other than Taxes). All incremental costs and expenses (including court and filing fees or similar charges and reasonable out of pocket expenses for counsel) (other than Taxes) incurred by Sellers or Sellers' Affiliates in connection with the implementation of any New Transfers or the implementation of any other actions and changes contemplated by this Amendment, or any other changes or alternatives to the transaction structure considered by Purchaser and proposed in writing (including by way of e-mail) prior to the Closing Date to Seller or Sellers' Affiliate, shall be borne by Purchaser and reimbursed to Sellers or Sellers' Affiliates upon demand. The notarial fees for the notarization of this Amendment and all transfer deeds and other deeds hereunder as well as any costs, fees and expenses relating to any regulatory or administrative filings in connection with the New Transfers shall be borne by Purchaser.

9.1.5 No Closing. In the event that Purchaser or any Affiliate of Purchaser shall not have performed any Closing Actions required to be performed by it on the Closing Date unless (i) Purchaser was not required to perform such Closing Action pursuant to Section 7.1.3 of the Share Purchase Agreement or (ii) Purchaser or its Affiliates were not required to take the steps required by them under the respective missing Closing Action because Sellers or Sellers Affiliate failed to take the steps required by them under the same Closing Action, and as consequence thereof Closing has not occurred prior to the expiry of 270 days after the Signing Date (the "**Outside Date**"), then Purchaser shall further fully indemnify and hold harmless (*freistellen*) Sellers, Sellers' Affiliates and the Group Companies, as well as Allgemeine Beteiligungsgesellschaft Genius Deutschland GmbH, for any Taxes, costs, losses, expenses and other quantifiable disadvantages resulting from any New Transfer on, before or after the Closing Date, including any actions, events or circumstances in connection with the unwinding of any New Transfer within one month after the earlier of (A) the date on which either Purchaser shall notify Sellers' Representative, or Sellers' Representative shall notify Purchaser, respectively, in writing of its intention not to consummate the Closing and (B) the Outside Date. The unwinding of any New Transfers shall be done in a manner and at a time to be determined at Sellers' and Sellers' Representatives sole discretion. Sellers and Sellers' Affiliates shall be under a general obligation in accordance with Section 254 of the German Civil Code (BGB) and shall use their best efforts to mitigate the amount of any damages of Purchaser or its Affiliates under this indemnity.

10.
MISCELLANEOUS

10.1 Notices

Section 19 of the Share Purchase Agreement shall apply *mutatis mutandis* to this Amendment.

10.2 Severability

The invalidity of any provision (or parts thereof) of this Amendment shall not affect the validity of any other provision hereof, and the invalid provision shall be deemed to be replaced by a valid provision coming closest in its commercial effect to the invalid provision. The foregoing shall also apply to unenforceable provisions and to matters as to which this Amendment is silent. If a provision of this Amendment should be held invalid by a competent court or an arbitration tribunal because of the scope of its coverage (such as territory, subject matter, time, period or amount), such provision shall not be deemed to be completely invalid but shall be deemed to be valid with the permissible scope that is nearest to the originally agreed-upon scope.

10.3 Exhibits

All Exhibits to this Amendment constitute a part of this Amendment. In the event of a conflict between any Exhibit and the provisions of this Amendment, the provisions of this Amendment shall prevail.

10.4 Amendments

Any amendments to this Amendment (including amendments to this clause) shall be valid only if made in writing, unless another form is required by mandatory law.

10.5 Governing Law

This Amendment shall be governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws.

10.6 Arbitration

Section 21.7 of the Share Purchase Agreement shall apply *mutatis mutandis* to any dispute, controversy or claim arising out of or in connection with this Amendment, including any question regarding its existence, validity, or termination

Exhibit 99.1

Mylan Appoints Heather Bresch as Chief Operating Officer

PITTSBURGH, October 2 /PRNewswire/ —

- Promoted from Head of North America

Mylan Inc. (NYSE: MYL) today announced the appointment of Heather Bresch as Chief Operating Officer. Ms. Bresch served previously as Head of North America and Chief Integration Officer. As Chief Operation Officer, Ms. Bresch will be responsible for Mylan's global commercial and technical operations, strategic planning, business development and international affairs, which includes development of Mylan's antiretroviral (ARV) franchise. She will also continue to oversee the integration of Mylan's recent acquisition of Merck Generics.

Ms. Bresch has spent fifteen years with Mylan in various positions of increasing responsibility throughout the company. Most recently, as Head of North America, she had responsibility for Mylan's operations including Mylan Pharmaceuticals, Mylan Technologies, and UDL Laboratories. Prior to this, she served as Senior Vice President of Strategic Development in the Office of the CEO.

In her role as Chief Integration Officer, in addition to leading the integration team working with Merck Generics, Ms. Bresch has overseen the successful integration of Matrix Laboratories, in which Mylan took a controlling stake earlier this year.

Ms. Bresch has been the only non-CEO to serve as Chairman of the Generic Pharmaceutical Association (GPhA), serving an unprecedented two consecutive terms, and is widely acknowledged in the industry for playing a critical role in the passage of the 2003 Medicare Modernization Act, a Congressional revision to the Hatch-Waxman Act of 1984 that focused on ensuring consumers' access to affordable pharmaceuticals.

Mylan's Vice Chairman and CEO Robert J. Coury commented: "At this stage in Mylan's history, it is imperative that we have a Chief Operating Officer in place that knows our company, is a leader in the industry and has the experience and energy required to execute on the opportunities of the new Mylan. Heather is uniquely qualified for this challenging position, given her in-depth knowledge of Mylan, Matrix and Merck Generics and her strong relationships with management and employees across those organizations as a result of leading the integration efforts. She has played an instrumental role in Mylan's strategic development over the last several years, and will continue to be a key driver of the Company's future success."

Ms. Bresch earned an MBA and an undergraduate degree in international studies and political science from West Virginia University.

Mylan Inc. is one of the world's leading quality generic and specialty pharmaceutical companies. The Company offers one of the industry's broadest and highest quality product portfolios, a robust product pipeline and a global commercial footprint through operations in more than 90 countries. Through its controlling interest in Matrix Laboratories Limited, Mylan has direct access to one of

the largest active pharmaceutical ingredient (API) manufacturers in the world. Dey L.P., Mylan’s fully integrated specialty business, provides the Company with innovative and diversified opportunities in the respiratory and allergy therapeutic areas.

For more information about Mylan, please visit www.mylan.com.

Web site: http://www.mylan.com

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