

BYLAWS
OF
THE GENERIC ANIMAL DRUG ALLIANCE
(formed under the District of Columbia Nonprofit Corporation Act)

ARTICLE I
NATURE; PURPOSE; OFFICES

1.1 Nonprofit Organization. As a nonprofit corporation organized pursuant to the provisions of the District of Columbia Nonprofit Corporation Act, THE GENERIC ANIMAL DRUG ALLIANCE (hereinafter, the "Alliance") shall have no capital stock and no shareholders, and no part of the net earnings, income or profit of the Alliance shall inure to the benefit of or be distributable to its directors, officers, or other private individual except that the Alliance may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its charitable and educational purposes.

1.2 Purposes. The Alliance is organized and shall be operated exclusively as a business league providing assistance to organizations, consultants and other entities engaged or interested in the manufacture and sale of generic animal health products and active pharmaceutical ingredients.

1.3 Offices. The principal office of the Alliance in the District of Columbia shall be located within or without the District of Columbia, at such place as the Board of Directors shall from time to time designate. The Alliance may maintain additional offices at such other places as the Board of Directors may designate. The Alliance shall continuously maintain within the District of Columbia a registered office at such place as may be designated by the Board of Directors.

ARTICLE II
MEMBERS

2.1 In General.

(a) There shall be two classes of members, one of which is voting and shall be known as Regular Members, and one of which is non-voting and shall be known as Associate Members.

(b) Regular Members shall be entities that sponsor or are pursuing sponsorship of ANADA(s). Associate Members shall be engaged in any facet of the veterinary health industry other than sponsoring or pursuing Abbreviated New Animal Drug Applications ("ANADA") for generic animal health products. Associate Members may obtain voting rights by paying the full Regular Member fee or by having their representative be elected to office. Applicants for membership shall be admitted into the Alliance by a majority vote of the Regular Members. Membership may be terminated by resignation, expulsion for failure to pay dues for

two successive quarters, by a majority vote of the Board of Directors, or by dissolution of the Alliance. A member may be reinstated upon the terms and conditions determined by the Board of Directors.

(c) The annual dues of each member and the terms of its payment shall be determined by the Board of Directors. A member shall be liable to the Alliance only to the extent of any unpaid portion of any fees, dues and special assessments or for any other indebtedness owed by it to the Alliance.

(d) Any additional or modified qualifications and eligibility for membership and the manner of admission into membership, including, without limitation, the amount and manner of imposing and collecting any initiation or other fees and any dues, assessments, fines, and penalties, the manner of suspension or termination of membership and for reinstatement and the rights, liabilities, and other incidents of membership, shall be prescribed by resolution of the Board of Directors. Any such resolution relating to memberships in the Alliance shall be annexed to these Bylaws and shall be deemed to be a component part thereof.

(e) Prospective members may attend one (1) meeting of the members to determine whether such prospective member desires to become a Regular Member or an Associate Member of the Alliance; provided, however, such prospective member shall not: (i) participate in any vote of the members, or (ii) with respect to meetings with third parties (non-members, non-directors and non-officers), make any statement on behalf of the Alliance (or any statement that may be interpreted as being on behalf of the Alliance).

2.2 Member Meetings.

(a) Meetings of the members may be held at such place within or without the District of Columbia as may be provided in the notice of the meeting.

(b) The annual meeting of the members for the purposes of receiving reports of operation of the Board of Directors, if one that is separate from the membership has been established, electing the Board of Directors, if one that is separate from the membership has been established, and transacting such other business as may be brought before the meeting, whether stated in the notice, shall be held each year at such time and place as shall be fixed by the Alliance Chairman or the Executive Director.

(c) The Regular Members may by resolution provide for the time and the place of other regular meetings.

(d) Special meetings of the members may be called by the Alliance Chairman or the Executive Director or at the request of one-third (1/3) of the Regular Members, to be held at such time and place as shall be fixed by such party calling the special meeting.

2.3 Notice of Meetings; Waiver of Notice.

(a) Written notice of the time, place and date, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the meeting by mail, facsimile, electronic mail or

personally delivered to such member entitled to vote at such meeting, by the Secretary at the direction of such party calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at its address as it appears on the records of the Alliance, with postage thereon prepaid. If sent by facsimile or electronic mail, notice shall be deemed to be delivered upon sender's receipt of confirmation of successful transmission of the facsimile or upon confirmation of delivery of the electronic mail.

(b) Whenever any notice is required to be given to any member entitled to vote at such meeting, a waiver thereof in writing signed by such member, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Presence of a member entitled to vote at a meeting without objecting to the holding thereof shall also be deemed to be a waiver of notice by any such member.

2.4 Record Date for Members. For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of members. Any such record date shall not be more than fifty (50) days and not less than ten (10) days before the date of such meeting or such consent or dissent or other action by the members, as the case may be.

2.5 Conduct of Meetings. Meetings of the members shall be presided over by one of the following officers in the order of seniority and if present and acting - the Alliance Chairman, or in his or her absence, the Vice Chairman, or in his or her absence, the Executive Director, or if none of the foregoing is in office and present and acting, by a chairman to be chosen by the members entitled to vote as such meeting. The Secretary of the Alliance shall act as secretary of every meeting, but if the Secretary is not present, the chairman of the meeting shall appoint a secretary of the meeting.

2.6 Quorum. The members, present in person or represented by proxy, entitled to cast at least one-half (1/2) of the total number of votes entitled to be cast thereat shall constitute a quorum at a meeting of members for the transaction of any business, except as otherwise provided by law, by the Articles of Incorporation or these Bylaws. If, however, any meeting of the members cannot be organized because a quorum has not attended, the members thereat, present in person or represented by proxy, shall have the power, except as otherwise provided by law, to adjourn the meeting to such time and place as they may determine. At any adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

2.7 Voting.

(a) Each Regular Member is entitled to one vote for such business as may be brought before any meeting of the members, unless the business is such that, by express provision of law or the Articles of Incorporation or of these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such business.

(b) Except as may otherwise be provided by the District of Columbia Nonprofit

Corporation Act, the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the votes entitled to be cast by the members at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members; provided that the members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

(c) Each Regular Member may vote in person by its representative who shall be such member's delegate, or by proxy executed in writing by the member.

(d) Every proxy shall be signed by the member or its duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

(e) Voting on all matters, including the election of directors, if one that is separate from the membership has been established, may be conducted by mail or by electronic mail or any other means of electronic or telephonic transmission; provided, that such member shall state on such vote that it authorizes voting by mail or by electronic mail or by any other means of electronic or telephonic transmission.

2.8 Action by Members Without Meeting; Meetings by Conference Telephone.

(a) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Regular Members may be taken without a meeting if all such Regular Members consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consent thereto by the Regular Members shall be filed with the minutes of the proceedings of the members.

(b) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any or all members may participate in a meeting of the Board or a committee by means of conference telephone or other remote electronic communications system, including videoconferencing technology or the Internet, but only if the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant.

ARTICLE III **BOARD OF DIRECTORS**

3.1 Power of the Board. The Board of Directors shall manage the business and affairs of the Alliance and may exercise all powers of the Alliance, subject to any restrictions imposed by law, by the Articles of Incorporation or by these Bylaws.

3.2 Composition of Board. The Board of Directors shall be composed of one designated representative from each of the Regular Members of the Alliance. Each of the Regular Members shall designate in writing a representative to serve on the Board of Directors and to represent such Regular Member on the Board of Directors, pursuant to the form attached hereto as Exhibit A. Upon the action by the Regular Members that a smaller and separate Board of Directors is necessary for the efficient administration of the Alliance, the Regular Members may by resolution fix the precise number of members of the Board. Upon such occurrence, the

Regular Members shall determine the procedures for elections and removal of the directors, the term of office, and qualification. Until the Regular Members fix a precise number, the Board of Directors shall consist of one designated representative from each of the Regular Members of the Alliance.

3.3 Qualifications of Directors. Members of the Board of Directors shall be persons at least eighteen (18) years of age designated as "representative" from Regular Member companies and may reside within or without the District of Columbia at the time of their election. Each Regular Member may change its representative on the Board of Directors at any time by delivering written notice to the Alliance, in the form attached hereto as Exhibit A. Such change of representative shall take effect when such notice is delivered unless the notice specifies a later effective date, and, unless otherwise specified therein, no acceptance of such change shall be necessary to make it effective.

3.4 Removal of Directors. Upon revocation of membership of a Regular Member pursuant to Section 2.1(b) of these Bylaws, such Regular Member's designated representative shall no longer be a member of the Board of Directors, effective as of the date of such Regular Member's membership revocation.

3.5 Board Meetings.

(a) Meetings of the Board of Directors may be held at such place within or without the District of Columbia as may be provided in the notice of the meeting.

(b) The annual meeting of the Board of Directors for the purpose of electing the Alliance Chairman and electing officers (when necessary) and transacting such other business as may be brought before the meeting shall be held each year at such time and place as shall be fixed by the then-Alliance Chairman or the Executive Director.

(c) The Board of Directors may by resolution provide for the time and the place of other regular meetings.

(d) Special meetings of the Board of Directors may be called by the Alliance Chairman or the Executive Director or at the request of one-third (1/3) of the Board of Directors, to be held at such time and place as shall be fixed by such party calling the special meeting.

3.6 Notice.

(a) Written notice of the time, place and date, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than twenty-four (24) hours before the meeting by mail, facsimile, electronic mail or personally delivered at the direction of such party calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Alliance, with postage thereon prepaid. If sent by facsimile or electronic mail, notice shall be deemed to be delivered upon sender's receipt of confirmation of successful transmission of the facsimile or upon confirmation of delivery of the electronic mail.

(b) Whenever any notice is required to be given to any director, a waiver thereof in writing signed by such director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Presence of a director at a meeting without objecting to the holding thereof shall also be deemed to be a waiver of notice by any such director.

3.7 Conduct of Meetings. Meetings of the directors shall be presided over by one of the following officers in the order of seniority and if present and acting - the Alliance Chairman, or in his or her absence, the Vice Chairman, or in his or her absence, the Executive Director, or if none of the foregoing is in office and present and acting, by a chairman to be chosen by the directors entitled to vote as such meeting. The Secretary of the Alliance shall act as secretary of every meeting, but if the Secretary is not present, the chairman of the meeting shall appoint a secretary of the meeting.

3.8 Quorum. At least one-third (1/3) of the number of directors in office at any time shall constitute a quorum for the transaction of business at any meeting. When a quorum is present, the vote of a majority of directors present shall be the act of the Board of Directors, unless a greater vote is required by law, by the Articles of Incorporation, or by these Bylaws.

3.9 Action by Directors Without Meeting; Meetings by Conference Telephone.

(a) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all directors consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consent thereto by the directors shall be filed with the minutes of the proceedings of the Board.

(b) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any or all directors may participate in a meeting of the Board or a committee by means of conference telephone or other remote electronic communications system, including videoconferencing technology or the Internet, but only if the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant.

3.10 Compensation. The Alliance shall not pay any compensation or reimbursement of expenses to directors for services rendered to the Alliance.

3.11 Committees. The Board of Directors may, by resolution adopted by a majority of the directors in office at the time of adoption, establish other committees, including an executive committee, to serve at the pleasure of the Board of Directors, which may at any time fill vacancies in, change the membership of, or discharge any such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon him or her by law.

ARTICLE IV **OFFICERS**

4.1 In General. The officers of the Alliance shall consist of an Alliance Chairman, a Vice Chairman, a Secretary, a Treasurer, an Executive Director, and such other officers as may

be elected by the Board of Directors. Officers may be representatives of either Regular Members or Associate Members. Each officer shall hold office for the term (not exceeding three years) for which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified, or until his or her earlier resignation, removal from office or death. Unless otherwise provided by resolution of the Board of Directors, all officers shall be elected or appointed at the annual meeting of the Board. The Secretary and Treasurer offices may be held by the same person. The Alliance Chairman and Vice Chairman may not hold additional offices.

4.2 Other Authority and Duties. Each officer, employee and agent of the Alliance shall have such other duties and authority as may be conferred upon him or her by the Board of Directors or delegated to him or her by the Alliance Chairman.

4.3 Resignation. Any officer may resign at any time by delivering written notice to the Alliance. Such resignation shall take effect when such notice is delivered unless the notice specifies a later effective date, and, unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

4.4 Removal. Any officer may be removed by the Board of Directors, if the best interest of the Alliance will be served thereby; provided, however, that removal of an officer shall be without prejudice to his or her contract rights, if any, and the election or appointment of an officer shall not of itself create contract rights.

4.5 Alliance Chairman. The Alliance Chairman shall be the Chief Executive Officer/President of the Alliance and shall give general supervision and direction to the affairs of the Alliance, including all administrative functions, subject to the direction of the Board of Directors. The Alliance Chairman shall preside over all meetings of the Board of Directors and the membership. He or she may sign, with the Secretary or any other proper officer of the Alliance authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Alliance; and in general he or she shall perform all duties incident to the office of Alliance Chairman and such other duties as may be prescribed by the Board of Directors from time to time. In addition, the Alliance Chairman shall oversee the Advisory Board, if created by the Board of Directors, and shall be responsible for hiring staff.

4.6 Vice Chairman. The Vice Chairman shall give general supervision and direction as needed to the affairs of the Alliance, subject to the direction of the Alliance Chairman and the Board of Directors. The Vice Chairman shall preside over meetings of the Board of Directors and the membership at the request of or in the absence of the Alliance Chairman.

4.7 Secretary. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors and membership for which notice is required, shall keep the minutes of the proceedings of the Board of Directors and membership, and shall maintain or cause to be maintained the general records of the Alliance.

4.8 Treasurer. The Treasurer shall be responsible for the maintenance of proper

financial books and records of the Alliance, and shall have custody of its funds and other assets. The responsibilities of the Treasurer may be delegated by the Alliance Chairman to the Executive Director.

4.9 Executive Director. The Executive Director shall be the Chief Operating Office of the alliance and shall manage the affairs of the Alliance subject to the direction of the Alliance Chairman and the Board of Directors. The Executive Director shall, in the absence of the Alliance Chairman or Vice Chairman, preside at all meetings of the Board of Directors and the membership.

4.10 Compensation. No compensation shall be paid to officers for their services rendered to the Alliance in such capacity, but the Board of Directors may authorize reimbursement of expenses incurred by them on behalf of the Alliance.

ARTICLE V

DEPOSITORIES, SIGNATURES AND SEAL

5.1 Depositories. All funds of the Alliance shall be deposited in the name of the Alliance in such banks or other financial institutions as the Board of Directors may from time to time designate and shall be drawn out on checks, drafts or other orders signed on behalf of the Alliance by such person or persons as the Board of Directors may from time to time designate. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the Alliance Chairman. Any invoices for legal, accounting, consulting or other services outside the ordinary course of operations must be approved by the Alliance Chairman before payment is made.

5.2 Execution of Legal Instruments. All contracts, deeds and other instruments shall be signed on behalf of the Alliance by the Alliance Chairman or by such other officer, officers, agent or agents as designated by the Board of Directors from time to time.

5.3 Gifts. The Board of Directors may accept on behalf of the Alliance any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Alliance.

5.4 Seal. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall inscribe thereon the name of the Alliance and the words "Corporate Seal" and "District of Columbia" and the year the Alliance was formed in the center, or shall be in such form as may be approved from time to time by the Board of Directors.

ARTICLE VI

BOOKS AND RECORDS

The Alliance shall keep at its principal office, (i) correct and complete books and records of account, and (ii) minutes of the proceedings of its members, Board of Directors and committees, if any. All books and records of the Alliance may be inspected by any member, director, or its, his or her respective agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Alliance shall begin on the first day of January and end on the last day of December in each year.

ARTICLE VIII
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the District of Columbia Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Alliance, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX
INDEMNITY

9.1 Indemnification and Insurance.

(a) Unless otherwise prohibited by law, the Alliance shall indemnify, to the fullest extent permitted by the District of Columbia Nonprofit Corporation Act, and if applicable, Section 4941 of the United States Internal Revenue Code of 1986, as amended (the "Code") any director or officer, any former director or officer, any person who may have served at its request as a director, officer or trustee of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not for profit, and may, by resolution of the Board of Directors, indemnify any employee against any and all expenses and liabilities actually and necessarily incurred by him or her or imposed on him or her in connection with any claim, action, suit or proceeding (whether actual or threatened, civil, criminal administrative, or investigative, including appeals) to which he or she may be or is made a party by reason of being or having been such director, officer or employee; subject to the limitation, however, that there shall be no indemnification in relation to matters as to which he or she shall be adjudged in such claim, action, suit or proceeding to be guilty of a criminal offense or liable to the Alliance for damages arising out of his or her own negligence or misconduct in the performance of a duty to the Alliance.

(b) Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees, costs and disbursements, judgments, fines and penalties against, and amounts paid in settlement by, such director, officer, employee of agent. The Alliance may advance expenses to, or where appropriate may itself, at its expense, undertake the defense of, any director, officer, or employee; provided, however, that such director, officer or employee shall undertake to repay or to reimburse such expense if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

(c) The provisions of this Article shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to acts occurring before or after adoption hereof.

(d) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such director, officer, or employee may be entitled under any statute, Bylaw, agreement, vote of the Board of Directors, or otherwise and shall not restrict the power of the Alliance to make any indemnification permitted by law.

(e) The Board of Directors may authorize the purchase of and maintain insurance on behalf of any director, officer, employee or agent of the Alliance against any liability asserted against or incurred by him or her which arises out of such person's status as a director, officer, employee or agent or out of acts taken in such capacity, whether or not the Alliance would have the power to indemnify the person against that liability under law.

(f) In no case, however, shall the Alliance indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Code. Further, if at any time the Alliance is deemed to be a private foundation within the meaning of Section 509 of the Code, then during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in Sections 4941(d) or 4945(d), respectively of the Code. Moreover, the Alliance shall not indemnify, reimburse, or insure any person in any instance where such indemnification, reimbursement, or insurance is inconsistent with Section 4958 of the Code or any other provision of the Code applicable to corporations described in Section 501(c)(3) of the Code.

(g) If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

9.2 Loans to Directors and Officers. No loans shall be made by the Alliance to its directors or officers.

ARTICLE X
AMENDMENT OF ARTICLES OF INCORPORATION OR BYLAWS

The power to alter, amend, or repeal the bylaws or adopt new bylaws shall be vested in the Board of Directors. Amendments to the Articles of Incorporation of the Alliance shall be made in accordance with the provisions and requirements of the District of Columbia Nonprofit Corporation Act.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of The Generic Animal Drug Alliance, a District of Columbia nonprofit corporation, as in effect on the date hereof.

WITNESS my hand and the seal of the Alliance.

Secretary of The Generic Animal Drug Alliance

Dated: _____, 2008

(SEAL)

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CORPORATE RECORDS

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ARTICLES
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EXHIBIT A

**MEMBER DESIGNATION OF REPRESENTATIVE
TO THE BOARD OF DIRECTORS**

In accordance with the Amended and Restated Bylaws of The Generic Animal Drug Alliance (the "Alliance"), _____, a Member of the Alliance, hereby designates the following individuals to serve as its **primary** and **secondary** representatives on the Board of Directors of the Alliance, until such time as the Member decides to remove either or both of them and appoints other representatives to the Board of Directors:

Primary Designee: _____
Name _____
Title

_____ _____
E-Mail Address *Ph()* *F()*
Phone & Fax

Mailing Address

Secondary Designee: _____
Name _____
Title

_____ _____
E-Mail Address *Ph()* *F()*
Phone & Fax

Mailing Address

SIGNATURE: By: _____
Name: _____
Title: _____
Date: _____

**REPRESENTATIVE ACCEPTANCE OF APPOINTMENT
TO THE BOARD OF DIRECTORS**

The undersigned hereby accepts appointment as Representative of the Member on the Board of Directors of the Alliance is hereby acknowledged.

_____ Primary Designee Signature

_____ Secondary Designee Signature