



Alere Inc. Announces Commencement of Additional Consent Solicitations for Alere Inc.'s Notes

WALTHAM, Mass., June 1, 2017 – Alere Inc. (NYSE: ALR) (the “Company”) announced today the commencement of additional consent solicitations relating to the Company’s 6.500% Senior Subordinated Notes due 2020 (the “6.500% Notes”), 6.375% Senior Subordinated Notes due 2023 (the “6.375% Notes”) and 7.250% Senior Notes due 2018 (the “7.250% Notes” and, together with the 6.500% Notes and the 6.375% Notes, the “Notes”).

As disclosed in the Form 12b-25 of the Company dated February 28, 2017 (the “February 12b-25”), the Form 8-K of the Company dated March 15, 2017 (the “March 8-K”), the Form 8-K of the Company dated April 17, 2017 (the “April 8-K”), the Form 12b-25 of the Company dated May 11, 2017 (the “May 12b-25”) and the Form 8-K of the Company dated May 22, 2017 (the “May 8-K”), the Company was unable to timely file its Annual Report on Form 10-K for the fiscal year ended December 31, 2016 (the “2016 Form 10-K”) by March 16, 2017, and was unable to timely file its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017 (the “2017 First Quarter Form 10-Q”) by May 10, 2017.

As of May 8, 2017, the Company received and accepted consents from holders of each series of Notes to extend the deadline for delivery of certain financial information and to waive through and until 5:00 p.m., New York City time, on June 15, 2017, any default or event of default that occurred, is continuing or may occur under the indentures under which the Notes were issued (and its consequences) in connection with any failure to timely file with the Securities and Exchange Commission (the “SEC”), or to timely furnish to the relevant trustees pursuant to the indentures, the 2016 Form 10-K.

While the Company expects to file the 2016 Form 10-K by the June 15, 2017 deadline, the additional consent solicitations commenced today may be needed in the event that additional time is required. As a result, the Company is soliciting consents from holders of each series of Notes to further extend the deadline for delivery of certain financial information and to waive, in each case (i) through and until 5:00 p.m., New York City time, on August 4, 2017 (such time and date, the “First Waiver Date”), (ii) through and until 5:00 p.m., New York City time, on September 5, 2017 (such time and date, the “Second Waiver Date”) if uncured immediately prior to the First Waiver Date, and (iii) through and until 5:00 p.m., New York City time, on October 4, 2017 (such time and date, the “Third Waiver Date”) if uncured immediately prior to the Second Waiver Date, any default or event of default that occurred, is continuing or may occur under the indentures (and its consequences) in connection with any failure to timely file with the SEC or to timely furnish to the relevant trustees pursuant to the indentures, the 2016 Form 10-K (the “Fiscal Year 2016 Failure to File”) and the 2017 First Quarter Form 10-Q (the “First Quarter 2017 Failure to

File” and, together with the Fiscal Year 2016 Failure to File, the “Failures to File”).

If the Company does not file the 2016 Form 10-K by June 15, 2017, an event of default would arise under each series of the Notes. Among the remedies available to the noteholders would be the right to accelerate the payment of the Company’s obligations upon notice from the trustee or holders of 25% of the applicable Notes.

Each consent solicitation will expire at 5:00 p.m., New York City time, on June 7, 2017 unless extended or earlier terminated (such time and date, as the same may be extended or earlier terminated with respect to a consent solicitation, the “Expiration Date”). Subject to the terms and conditions of the consent solicitations set forth in the consent solicitation statement, dated as of June 1, 2017, and provided that the Company receives and accepts the requisite consents for all series of Notes, the Company is offering to pay to each holder of Notes as of 5:00 p.m., New York City time, on May 31, 2017, (1) a cash payment promptly following the Expiration Date equal to: \$20.00 for each \$1,000 principal amount of 6.375% Notes for which such holder delivered its consent (the “6.375% Notes First Consent Fee”), \$15.00 for each \$1,000 principal amount of 6.500% Notes for which such holder delivered its consent (the “6.500% Notes First Consent Fee”) and \$12.50 for each \$1,000 principal amount of 7.250% Notes for which such holder delivered its consent (the “7.250% Notes First Consent Fee” and, together with the 6.375% Notes First Consent Fee and the 6.500% Notes First Consent Fee, the “First Consent Fees” and each a “First Consent Fee”) and (2), if any default or event of default remains uncured immediately prior to the First Waiver Date in connection with the Failures to File, an additional cash payment on or prior to the First Waiver Date (with respect to each series of Notes, the “Second Consent Fee”), equal to \$5.00 for each \$1,000 principal amount of Notes and (3), if any default or event of default remains uncured immediately prior to the Second Waiver Date in connection with the Failures to File, an additional cash payment on or prior to the Second Waiver Date (with respect to each series of Notes, the “Third Consent Fee”), equal to \$7.50 for each \$1,000 principal amount of Notes, in each case in respect of which the holder validly delivers (and does not validly revoke) a consent prior to the Expiration Date.

The Company will not be obligated to pay and no holder will be due the First Consent Fee, the Second Consent Fee or the Third Consent Fee in respect of a particular consent solicitation if the Company does not receive the requisite consents for each series of Notes prior to the applicable Expiration Date or does not subsequently accept the requisite consents, such consent solicitation is terminated for any reason before the applicable Expiration Date, the requisite consents with respect to such consent solicitation are not obtained prior to the applicable Expiration Date or if the other conditions to such consent solicitation are not satisfied or waived.

Holders should not expect to receive either the Second Consent Fee or the Third Consent Fee because such fees may never become payable, even if holders receive the First Consent Fee. Furthermore, in no case will any of the First Consent Fee, the Second Consent Fee or the Third Consent Fee be paid more than once.

Adoption of the waivers for a particular series of Notes requires the consent of holders in respect of a majority in aggregate principal amount of the outstanding Notes of such series. The consent solicitations are being made to holders of record of the Notes as of 5:00 p.m., New York City time, on May 31, 2017. If the requisite consents are received and accepted with

respect to a particular series of Notes, the waivers will bind all holders of such series of Notes, including non-consenting holders of such series of Notes. Holders of Notes who do not deliver consents prior to the Expiration Date of the applicable consent solicitation will not receive the First Consent Fee, the Second Consent Fee or the Third Consent Fee.

For a complete statement of the terms and conditions of the consent solicitations, holders of the Notes should refer to the consent solicitation statement, dated as of June 1, 2017, and the related consent form. Such conditions to the consent solicitations are for the sole benefit of the Company, and may be waived by the Company at any time as described in the consent solicitation statement. The Company may terminate, extend or amend all, or any, of the consent solicitations at any time.

As disclosed in the Form 8-K of the Company dated as of May 30, 2017, the Company has already obtained (i) an extension of the deadlines for the delivery of certain financial information and (ii) waivers of certain potential defaults relating to its financial information, in each case under its secured Credit Agreement, dated as of June 18, 2015 (as amended or otherwise modified from time to time), among the Company, the several lenders from time to time party thereto, the administrative agents party thereto and certain other agents and arrangers.

The Company has engaged J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC to act as Co-Solicitation Agents in connection with the consent solicitations. Questions regarding the consent solicitations may be directed to J.P. Morgan Securities LLC, Attention: Liability Management Group, at (866) 834-4666 (toll free) or (212) 834-4811/(212) 270-0844 (collect), or to Goldman Sachs & Co. LLC, Attention: Liability Management, at (800) 828-3182 (toll free) or (212) 357-1452 (collect). D.F. King & Co., Inc. is serving as the Information and Tabulation Agent in connection with the consent solicitations. Requests for assistance in delivering consents or for additional copies of the consent solicitation statement should be directed to the Information and Tabulation Agent, Attention: Andrew Beck, at (800) 829-6551 (toll free) or (212) 269-5550 (banks and brokers) (collect).

This announcement is not an offer to purchase, a solicitation of an offer to purchase, or a solicitation of consents with respect to any securities, including the Notes. The consent solicitations are being made solely by the consent solicitation statement and the related consent form and are subject to the terms and conditions stated therein. The consent solicitations are not being made to, and the consents are not being solicited from, holders of Notes in any jurisdiction in which it is unlawful to make such consent solicitations or grant such consents. No recommendation is made, or has been authorized to be made, as to whether or not holders of a particular series of Notes should consent to the adoption of the waivers pursuant to the applicable consent solicitation. The Company reserves the right, in its sole discretion, to modify the consent solicitation statement or to terminate any or all of the consent solicitations.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Readers can identify these statements by forward-looking words such as “may,” “could,” “should,” “would,” “intend,” “will,” “expect,” “anticipate,” “believe,” “estimate,” “continue,” “goal,” “budget” or similar words. A number of important factors could cause actual results of the

Company and its subsidiaries to differ materially from those indicated by such forward-looking statements. These factors include, but are not limited to, (i) the risk that the reviews (the “Reviews”) described in the Company’s (a) February 12b-25, (b) March 8-K, (c) April 8-K, (d) May 12b-25 and (e) May 8-K are not completed in a timely manner; (ii) the possibility that the Reviews uncover a misstatement or misstatements in revenue recognition that are greater than the ranges or amounts provided in the February 12b-25, the March 8-K, the April 8-K, the May 12b-25 or the May 8-K which may be material in amount, or uncover misstatements or adjustments with respect to other matters; (iii) the risk that the Reviews uncover misstatements or adjustments that impact total amount of revenue reported; (iv) the risk that the Reviews will uncover circumstances that require additional material weaknesses in internal control; (v) the risk that these or other risk factors impact the expected timing of the filing of the 2016 Form 10-K or the 2017 First Quarter Form 10-Q and (vi) the risk factors detailed in Part I, Item 1A, “Risk Factors” of the Company’s Annual Report on Form 10-K, as amended, for the fiscal year ended December 31, 2015 (as filed with the SEC on August 8, 2016) and other risk factors identified herein or from time to time in the Company’s periodic filings with the SEC. Readers should carefully review these risk factors, and should not place undue reliance on the Company’s forward-looking statements. These forward-looking statements are based on information, plans, goals and estimates at the date of this document. The Company undertakes no obligation to update any forward-looking statements to reflect changes in underlying assumptions or factors, new information, future events or other changes.

About Alere

Alere believes that when diagnosing and monitoring health conditions, **Knowing now matters™**. Alere delivers reliable and actionable information through rapid diagnostic tests, resulting in better clinical and economic healthcare outcomes globally. Headquartered in Waltham, Mass., Alere focuses on rapid diagnostics for infectious disease, cardiometabolic disease and toxicology.

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