ALERE INC.
Form DEF 14A
July 17, 2014
Table of Contents

SCHEDULE 14A

(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement pursuant to Section 14(a) of the Securities

Exchange Act of 1934

Filed by the Registrant x

Filed by a party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ Confidential, For Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

x Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to Rule 14a-11(c) or Rule 14a-12

Alere Inc.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

x No fee required.

¨ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

¨ Fee paid previously with preliminary materials:

¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number of the Form or Schedule and the date of its filing.

(1) Amount previously paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

July 17, 2014

Dear Fellow Stockholder:

You are cordially invited to attend Alere Inc. s Annual Meeting of Stockholders on Thursday, August 21, 2014 at 10:00 a.m., local time, at the offices of Foley Hoag LLP located at 155 Seaport Boulevard, Boston, Massachusetts 02210.

In addition to the matters described in the attached proxy statement, after the Annual Meeting we will report on our activities for our fiscal year ended December 31, 2013. You will have an opportunity to ask questions and to meet your directors and executives.

We are pleased to be able to offer to our stockholders the option to access our proxy materials on the Internet. We believe this option will be preferred by many of our stockholders, as it allows us to provide our stockholders the information they need in a convenient and efficient format.

Whether or not you plan to attend the meeting in person, it is important that your shares be represented and voted. Accordingly, please review our proxy materials and request a proxy card to sign, date and return or submit your proxy or voting instruction card, as applicable, by telephone or through the Internet. Instructions for voting are included on the proxy card. If you attend the meeting and prefer to vote at that time, you may do so.

Thank you for your continued support of Alere. For those of you who plan to visit with us in person at the Annual Meeting, we look forward to seeing you.

Cordially,

Gregg J. Powers

Chairman of the Board

This proxy statement and the form of proxy are first being sent or given to stockholders on or about July 17, 2014 pursuant to rules adopted by the Securities and Exchange Commission.

Table of Contents

ALERE INC.

51 Sawyer Road, Suite 200

Waltham, Massachusetts 02453

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

Date: Thursday, August 21, 2014
Time: 10:00 a.m., local time
Place: Foley Hoag LLP

Seaport West

155 Seaport Boulevard

Boston, Massachusetts 02210

Purpose:

We are holding this meeting to:

1. Vote upon the election of eight directors;

2. Approve an increase to the number of shares of common stock available for issuance under the Alere Inc. 2010 Stock Option and Incentive Plan by 2,000,000, from 7,153,663 to 9,153,663;

3. Approve an increase to the number of shares of common stock available for issuance under the Alere Inc. 2001 Employee Stock Purchase Plan by 1,000,000, from 4,000,000 to 5,000,000;

4. Approve an amendment to Alere Inc. s Amended and Restated Certificate of Incorporation, as amended, to permit stockholders holding 25% or more of Alere Inc. s outstanding common stock to call a special meeting of stockholders;

5. Ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for our fiscal year ending December 31, 2014;

6. Hold an advisory vote on executive compensation; and

7. Conduct such other business as may properly come before the Annual Meeting and at any adjournment or postponement thereof.

The Company cordially invites all stockholders to attend the Annual Meeting in person. You may vote at the Annual Meeting and at any adjournment or postponement thereof if you were a stockholder of record at the close of business on June 30, 2014. We will begin mailing our proxy materials on or before July 17, 2014. Our proxy materials, including this proxy statement and our 2013 Annual Report, which includes financial statements for the year ended December 31, 2013, will also be available on or before July 17, 2014 via the Internet on the Investor Relations page of our corporate website, *www.alere.com*, under the heading Annual Meetings & Reports.

YOUR BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE PROPOSALS PRESENTED TO YOU IN THIS PROXY STATEMENT.

YOUR VOTE IS IMPORTANT. Please promptly vote your shares, as soon as possible, by mail, telephone or over the Internet by following the instructions included on your proxy card, regardless of whether you plan to personally attend the Annual Meeting.

Ellen Chiniara, Esq.

Secretary

July 17, 2014

Table of Contents

TABLE OF CONTENTS

	Page
PROXY STATEMENT	1
GENERAL INFORMATION	1
Delivery of Proxy Materials	1
Who May Vote	1
Matters to Be Voted Upon at the Annual Meeting	1
Voting Requirements	1
Your Board of Directors Voting Recommendations	4
How to Vote	4
How Proxies Work	4
Changing Your Vote or Revoking a Proxy	5
Solicitation	5
If You Receive More Than One Proxy Card or Voting Instruction Form	5
Dissenter s Rights	5
Multiple Stockholders Sharing the Same Address	5
Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting	5
If You Have Any Questions	5
CORPORATE GOVERNANCE	6
Your Board of Directors	6
The Audit Committee	6
The Compensation Committee	6
The Nominating and Corporate Governance Committee	7
Executive Sessions	7
Board Leadership Structure and Role in Risk Oversight	7
Communications with Your Board	8
Code of Ethics	8
PROPOSAL 1 ELECTION OF DIRECTORS	9
Here are Your Company s Nominees for Re-election as Directors	9
Vote Required	12
Recommendation	12
PROPOSAL 2 APPROVAL OF AN INCREASE IN THE NUMBER OF SHARES OF COMMON STOCK AVAILABLE FOR ISSUANCE UNDER THE 2010 STOCK OPTION AND INCENTIVE PLAN	13
Introduction	13
Summary of the 2010 Stock Option and Incentive Plan, as Amended	13
Material Federal Income Tax Consequences	17
New Plan Benefits	18
Vote Required	19
Recommendation	19

Table of Contents

	Page
PROPOSAL 3 APPROVAL OF AN INCREASE IN THE NUMBER OF SHARES OF COMMON STOCK AVAILABLE FOR ISSUANCE UNDER THE 2001 EMPLOYEE STOCK PURCHASE PLAN	20
Introduction	20
Summary of the 2001 Employee Stock Purchase Plan, as Amended	20
Material Federal Income Tax Consequences	21
New Plan Benefits	22
Vote Required	22
Recommendation	22
PROPOSAL 4 APPROVAL OF A PROPOSAL TO AMEND OUR CERTIFICATE OF INCORPORATION TO ALLOW CERTAIN STOCKHOLDERS TO CALL A SPECIAL MEETING	23
Introduction	23
Proposed Amendment to Certificate of Incorporation.	23
Vote Required	24
Recommendation	24
PROPOSAL 5 RATIFICATION OF SELECTION OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	25
Vote Required	25
Recommendation	25
PROPOSAL 6 ADVISORY VOTE ON EXECUTIVE COMPENSATION	26
Vote Required	26
Recommendation	26
INFORMATION REGARDING NOMINEES, OTHER DIRECTORS AND EXECUTIVE OFFICERS	27
PRINCIPAL STOCKHOLDERS	31
COMPENSATION DISCUSSION AND ANALYSIS	34
Philosophy and Objectives	34
Executive Compensation Process	35
Elements of Compensation	36
Tax Implications	39
COMPENSATION COMMITTEE REPORT	41
Compensation Committee Interlocks and Insider Participation	41
COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS	42
Summary Compensation Table for 2013	42
Grants of Plan-based Awards for 2013	43
Outstanding Equity Awards at Fiscal Year-end for 2013	45
Option Exercises and Stock Vested for 2013	46
Non-qualified Deferred Compensation Plans	46
Pension Benefits	46
Employment Agreement and Potential Payments upon Termination or Change-in-control	46
Risk Related to Compensation Policies	47
Compensation of Directors	48

Table of Contents

	Page
EQUITY COMPENSATION PLAN INFORMATION	51
2013 AUDIT COMMITTEE REPORT	52
INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	52
Audit Fees	52
Audit-related Fees	52
Tax Fees	52
All Other Fees	53
Pre-approval Policies and Procedures	53
CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE	53
Director Independence	53
Policies and Procedures with Respect to Related Party Transactions	53
SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE	53
STOCKHOLDER PROPOSALS	54
OTHER INFORMATION	54
APPENDIX A: ALERE INC. 2010 STOCK OPTION AND INCENTIVE PLAN, AS PROPOSED TO BE AMENDED	A-1
APPENDIX B: ALERE INC. 2001 EMPLOYEE STOCK PURCHASE PLAN, AS PROPOSED TO BE AMENDED	B-1
APPENDIX C: FIFTH AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ALERE INC.	C-1
APPENDIX D: SELECTED PORTIONS OF PENDING AMENDED AND RESTATED BY-LAWS OF ALERE INC.	D-1

Table of Contents

July 17, 2014

ALERE INC.

51 Sawyer Road, Suite 200

Waltham, Massachusetts 02453

PROXY STATEMENT

This proxy statement is furnished in connection with the solicitation of proxies by the Board of Directors of Alere Inc. for use at our 2014 Annual Meeting of Stockholders (the Annual Meeting) to be held on Thursday, August 21, 2014 at 10:00 a.m., local time, at the offices of Foley Hoag LLP located at 155 Seaport Boulevard, Boston, Massachusetts, 02210, and at any adjournments or postponements of the annual meeting. References in this proxy statement to us, we, our and Company refer to Alere Inc., except where otherwise indicated, such as in the Compensation Committee Report and the 2013 Audit Committee Report.

General Information

Delivery of Proxy Materials

We sent you this proxy statement and the enclosed proxy card or instruction form because the Company s Board of Directors, or your Board, is soliciting your proxy to vote at the Annual Meeting to be held on Thursday, August 21, 2014 and at any adjournments or postponements of the Annual Meeting. This proxy statement summarizes information that is intended to assist you in making an informed vote on the proposals described in this proxy statement.

Who May Vote

Holders of our common stock, as recorded in our stock register at the close of business on June 30, 2014, may vote on matters properly presented at the Annual Meeting. As of that date, there were 82,783,287 shares of our common stock outstanding, each of which is entitled to cast one vote per share. A list of stockholders will be available for inspection for at least ten days prior to the Annual Meeting at the principal executive offices of your Company at 51 Sawyer Road, Suite 200, Waltham, MA 02453.

Matters to be Voted Upon at the Annual Meeting

You will be voting on the following matters:

- the election of eight directors;
- the approval of an increase to the number of shares available for issuance under the Alere Inc. 2010 Stock Option and Incentive Plan;

the approval of an increase to the number of shares available for issuance under the Alere Inc. 2001 Employee Stock Purchase Plan;

the approval of an amendment to Alere Inc. s Amended and Restated Certificate of Incorporation, as amended, to permit stockholders representing 25% or more of Alere Inc. s outstanding common stock to call a special meeting of stockholders;

the ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the 2014 fiscal year;

the approval, on an advisory basis, of the compensation of your Company s named executive officers as disclosed in this proxy statement; and

such other business as may properly come before the Annual Meeting and at any adjournment or postponement thereof.

Voting Requirements

In order to carry on the business of the Annual Meeting, we must have a quorum. Under our by-laws, this means that at least a majority of the shares outstanding on the record date and entitled to vote must be present in person or represented by proxy at the Annual Meeting. Proxies marked as abstaining or withheld, limited proxies and proxies containing broker non-votes (as defined below) with respect to

any matter to be acted upon by stockholders will be treated as present at the Annual Meeting for purposes of determining a quorum, but will not be counted as votes cast on such matter. If you hold your shares through a broker, bank or other nominee (i.e., in street name), you must instruct your broker or nominee how to vote your shares. If you do not provide timely voting instructions, your broker may or may not have the discretion to vote the shares you beneficially own. A broker non-vote occurs when a broker or other nominee does not receive voting instructions from a beneficial owner and does not have the discretion to vote the beneficial owner s shares on a proposal. In the case of a broker non-vote, your broker or nominee can register your shares as being present at the Annual Meeting for purposes of determining the presence of a quorum, but will not be able to vote your shares on those matters for

which it requires specific voting instructions from the beneficial owner.

Under the rules of the New York Stock Exchange, or NYSE, we anticipate that all of the proposals in this proxy statement, other than the proposal to ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2014, will be non-discretionary matters for which specific voting instructions from beneficial owners are required. As a result, brokers and other nominees subject to the NYSE rules will not be allowed to vote with respect to any proposal (except as aforesaid) on behalf of a beneficial owner if the beneficial owner does not provide specific voting instructions on that proposal.

The vote requirement for each matter is as follows:

Proposal 1:

Election of Directors

Under revised by-laws adopted by your Board in October 2013, director nominees must be elected by a majority of the votes properly cast at the Annual Meeting. Votes may be cast FOR or AGAINST each nominee. A nominee will be elected only if the

number of votes cast FOR that nominee exceeds the number of votes cast AGAINST that nominee. Abstentions and broker non-votes will be excluded entirely from the vote and will have no effect on the outcome of the election.

Proposal 2:

Approval of an Increase in the Number of Shares Available for Issuance under the 2010 Stock Option and Incentive Plan

Under our by-laws, the approval of the proposal to amend the 2010 Stock Option and Incentive Plan to increase the number of shares of common stock available for issuance thereunder requires the affirmative vote of a majority of the votes properly

cast FOR and AGAINST the proposal. Abstentions and broker non-votes will not be counted as votes cast on this matter and, accordingly, will have no effect on the outcome of the vote.

Proposal 3:

Approval of an Increase in the Number of Shares Available for Issuance under the 2001 Employee Stock Purchase Plan

Under our by-laws, the approval of the proposal to amend the 2001 Employee Stock Purchase Plan to increase the number of shares of common stock available for issuance thereunder requires the affirmative vote of a majority of the votes properly

cast FOR and AGAINST the proposal. Abstentions and broker non-votes will not be counted as votes cast on this matter and, accordingly, will have no effect on the outcome of the vote.

Table of Contents

Proposal 4:

Proposal to Amend our Certificate of Incorporation to Allow Stockholders to Call Special Meetings

Under our Amended and Restated Certificate of Incorporation and by-laws, the approval of the proposal to amend our Amended and Restated Certificate of Incorporation in order to allow stockholders holding at least 25% of the outstanding shares of our common stock to call a special meeting of the stockholders requires the affirmative vote of

seventy-five percent (75%) of the shares of common stock outstanding on the record date. Votes may be cast for or against the proposal or holders may abstain from voting; abstentions and broker non-votes will have the same effect as votes against the proposal.

Proposal 5:

Ratification of Selection of PricewaterhouseCoopers LLP as Our Independent Registered Public Accounting Firm

The ratification of the selection of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2014 requires the affirmative vote of a majority of the votes properly cast FOR and

AGAINST this proposal. Abstentions and broker non-votes will not be counted as votes cast on this matter and, accordingly, will have no effect on the outcome of the vote.

Proposal 6:

Advisory Vote on Executive Compensation

The approval of the non-binding proposal to approve the compensation of our named executive officers requires the affirmative vote of a majority of the votes properly cast FOR and AGAINST this

proposal. Abstentions and broker non-votes will not be counted as votes cast on this matter and, accordingly, will have no effect on the outcome of the vote.

Table of Contents

Your Board of Directors Voting Recommendations

Your Board recommends that you vote:

1. **FOR** the election of each of the eight director nominees named in this proxy statement;
2. **FOR** the approval of an increase in the number of shares available for issuance under the Alere Inc. 2010 Stock Option and Incentive Plan;
3. **FOR** the approval of an increase in the number of shares available for issuance under the Alere Inc. 2001 Employee Stock Purchase Plan;
4. **FOR** the approval of an amendment to Alere Inc. s Amended and Restated Certificate of Incorporation, as amended, to permit stockholders holding 25% or more of Alere Inc. s outstanding common stock to call a special meeting of stockholders;
5. **FOR** the ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the 2014 fiscal year; and
6. **FOR** the approval, on an advisory basis, of the compensation of your Company s named executive officers as disclosed in this proxy statement.

How to Vote

Your vote is important. Your shares can be voted at the Annual Meeting only if you are present in person or represented by proxy. Even if you plan to attend the Annual Meeting, we urge you to authorize your proxy in advance. We encourage you to authorize your proxy electronically by going to the website identified on your proxy card, or by calling the toll-free number (for residents of the United States and Canada) listed on your proxy card. Please have your proxy card in hand when going online or calling. ***If you authorize your proxy electronically or by telephone, you do not need to return your proxy card.*** If you received proxy materials by mail and choose to authorize your proxy by mail, simply mark your proxy card, and then date, sign and return it in the postage-paid envelope provided.

If you hold your shares in street name, i.e., through a nominee (such as a bank or broker), you may be able to authorize your proxy by telephone or the Internet as well as by mail. You should follow the instructions you receive from your broker or other nominee to vote these shares.

How Proxies Work

Your Board is asking for your authority for our designated proxy holders, Gregg J. Powers, Namal Nawana and Ellen Chiniara (or their substitutes), to vote your shares at the Annual Meeting, and at any adjournment or postponement thereof, in the manner

you direct. With respect to the election of directors, you may vote FOR or AGAINST each of our nominees for director or you may ABSTAIN from voting. With respect to the other proposals, you may vote FOR or AGAINST the proposal or ABSTAIN from voting.

Your shares will be voted at the Annual Meeting as directed by your electronic proxy, proxy card or voting instructions if: (1) you are entitled to vote, (2) your proxy was properly executed or properly authorized electronically or by telephone, (3) we received your proxy prior to the Annual Meeting and (4) you did not revoke your proxy prior to or at the Annual Meeting.

If you authorize your proxy electronically or by telephone or send a properly executed proxy card without specific voting instructions, the designated proxy holders will vote your shares FOR the election of our nominees for director and FOR any other proposals for which your Board has recommended a favorable vote.

As of the date hereof, we do not know of any other business that will be presented at the Annual Meeting. If other business shall properly come before the Annual Meeting, including any proposal submitted by a stockholder that was omitted from this proxy statement in accordance with applicable federal securities laws, the designated proxy holders will vote your shares according to their best judgment.

Table of Contents

Changing Your Vote or Revoking a Proxy

You may change your vote or revoke your proxy at any time before it is voted at the Annual Meeting by

voting again on the Internet or by telephone (only the latest Internet or telephone proxy will be counted);

properly executing and delivering a later- dated proxy card;

voting by ballot at the Annual Meeting; or

notifying our Corporate Secretary of the revocation in writing.

Attendance at the Annual Meeting will not by itself revoke a previously granted proxy. **IF YOU HOLD YOUR SHARES IN STREET NAME, YOU SHOULD FOLLOW THE INSTRUCTIONS YOU RECEIVE FROM YOUR BROKER OR OTHER NOMINEE TO REVOKE YOUR PROXY.**

Solicitation

In addition to this mailing, our employees may solicit proxies personally, electronically or by telephone, press release, facsimile, telegraph, the Internet or advertisements. We will pay all of the costs of this proxy solicitation. We will also reimburse brokers, banks, nominees and other fiduciaries for their expenses in sending these materials to you and getting your voting instructions. We have engaged Innisfree M&A Incorporated to provide ongoing advice and informational support for a monthly fee of $7,500, plus customary disbursements. Those services include proxy solicitation services for the Annual Meeting at no additional cost based on the proposals included in this proxy statement.

If You Receive More Than One Proxy Card or Voting Instruction Form

If you hold your shares in multiple accounts or registrations, or in both registered and street name, you will receive a proxy card or voting instruction form for each account. Please sign, date and return all proxy cards you receive from the Company. If you choose to vote by phone or via the Internet, please vote once for each proxy card you receive. Only your latest dated proxy for each account will be voted.

Dissenter s Rights

Under Delaware law, you will not have dissenter s, appraisal or other similar rights with respect to any of the proposals set forth in this proxy statement.

Multiple Stockholders Sharing the Same Address

Please note that brokers may deliver only one set of proxy materials to multiple stockholders sharing an address unless we have received contrary instructions from one or more of those stockholders. This practice, known as householding, is designed to reduce printing and postage costs. If any stockholder residing at such an address wishes to receive a separate set of proxy materials, we will promptly deliver a separate copy to any stockholder upon written or oral request to Doug Guarino at Alere Inc., 51 Sawyer Road, Suite 200, Waltham, MA 02453, by telephone at (781) 647-3900 or by e-mail at doug.guarino@alere.com. Stockholders can also contact Doug Guarino in this manner to indicate that they wish to receive separate sets of proxy materials, as applicable, in the future or to request that we send only a single set of materials to stockholders sharing an address who are currently receiving multiple copies.

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting

The proxy statement, proxy card and annual report to stockholders are available at www.proxyvote.com. We will also post any additional soliciting materials that we may use on that website. You can read, print, download and search these materials at that website. The website does not use cookies or other tracking devices to identify visitors. You can also obtain directions to be able to attend the meeting and vote in person at

that website.

If You Have Any Questions

If you have any questions, or need assistance in voting your shares, please contact Innisfree M&A Incorporated, toll-free, at 1-877-825-8619.

5

Corporate Governance

Your Board of Directors

At our 2012 annual meeting of stockholders, our stockholders approved a proposal to declassify your Board. As a result, beginning with the 2013 Annual Meeting, directors elected at the annual meeting of stockholders will serve for terms expiring at the next annual meeting of stockholders. In accordance with Delaware law, the declassification of your Board did not shorten the term of any of the directors that were elected at or before the 2012 annual meeting of stockholders. Accordingly, your Board currently consists of ten members: eight of whose current terms will expire at our 2014 annual meeting of stockholders (Regina Benjamin, M.D., Håkan Björklund, Ph.D., John F. Levy, Stephen P. MacMillan, Brian A. Markison, Sir Thomas Fulton Wilson McKillop, Ph.D., Gregg J. Powers and John A. Quelch, C.B.E., D.B.A.) and two of whom were elected prior to the declassification of your Board and whose current terms expire at our 2015 annual meeting of stockholders (Carol R. Goldberg and James Roosevelt, Jr.).

Your Board has determined that the following directors are independent under the rules of the New York Stock Exchange, or NYSE: Dr. Benjamin, Mr. Björklund, Ms. Goldberg, Mr. Levy, Mr. MacMillan, Mr. Markison, Dr. McKillop, Mr. Powers, Mr. Roosevelt and Dr. Quelch.

Your Board held fourteen meetings during 2013. We have no formal policy regarding Board members attendance at the annual meetings of stockholders. Last year, 3 members of your Board attended our annual meeting of stockholders. Further, during 2013, all Board members attended at least 75% of the fourteen meetings held, and each Board member attended at least 75% of the meetings of each committee on which he or she served.

Your Board has an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each composed solely of directors who satisfy the applicable independence requirements of the NYSE s listing standards for such committees. All three committees operate pursuant to written charters, which are posted in the *Corporate Governance* section of the *Investor Relations* page on our website at *www.alere.com*. The

key practices and procedures of your Board are outlined in the Corporate Governance Guidelines, which are also available on the *Corporate Governance* section of our website under *Governance Committee Documents*.

The Audit Committee

The Audit Committee consists of Mr. Levy, its Chairperson, Mr. MacMillan and Dr. McKillop. Among other things, the Audit Committee oversees our accounting and financial reporting processes, including the selection, retention and oversight of our independent registered public accounting firm and the pre-approval of all auditing and non-auditing services provided by our independent registered public accounting firm. The Audit Committee s 2013 Audit Committee Report is included in this proxy statement beginning on page 51. Your Board has determined that Mr. Levy is an audit committee financial expert, as defined by SEC rules adopted pursuant to the Sarbanes-Oxley Act. The Audit Committee held nine meetings during 2013.

The Compensation Committee

The Compensation Committee consists of Ms. Goldberg, its Chairperson, Mr. Levy, Dr. Björklund and Mr. Markison. The Compensation Committee develops and implements executive officer and director compensation policies and plans that provide incentives intended to promote our long-term strategic plans and that are consistent with our culture and the overall goal of enhancing enduring stockholder value. Under its charter, the Compensation Committee may delegate any or all of its responsibilities to a subcommittee, but to date it has not chosen to do so. During 2013, the Compensation Committee held eight meetings. The Compensation Discussion and Analysis recommended by the Compensation Committee to be included in this proxy statement begins on page 34. Among other things, the Compensation Discussion and Analysis describes in greater detail the Compensation Committee s role in the executive compensation process. In addition, the Compensation Committee s role in establishing director compensation is described in more detail under Compensation of Directors beginning on page 47 of this proxy statement.

6

The Nominating and Corporate Governance Committee

Our Nominating and Corporate Governance Committee consists of Dr. Quelch, its Chairperson, Dr. Benjamin, Mr. Roosevelt and Mr. Powers. The Nominating and Corporate Governance Committee is charged with recommending nominees for election to your Board, overseeing the selection and composition of committees of your Board, developing and recommending corporate governance principles and overseeing our continuity planning process. The Nominating and Corporate Governance Committee conducts inquiries into the backgrounds and qualifications of possible director candidates and has the authority to retain any search firm or other advisors to assist in identifying candidates to serve as directors. The Nominating and Corporate Governance Committee has established certain membership criteria for your Board. The Board membership criteria can be viewed under the heading *Governance Committee Documents* in the *Corporate Governance* section of the *Investor Relations* page of our website at *www.alere.com*. Pursuant to the committee s charter, in identifying and evaluating director candidates, including candidates proposed or recommended by stockholders, the Nominating and Corporate Governance Committee takes into account all factors it considers appropriate, which may include strength of character, mature judgment, career specialization, relevant technical skills, diversity and the extent to which the candidate would fill a present need on your Board. While your Company does not have a formal diversity policy for Board membership, your Board seeks directors who represent a mix of backgrounds and experiences that will enhance the quality of the Board s discussions and decisions. The Nominating and Corporate Governance Committee considers diversity with respect to viewpoints, accomplishments, skills, experiences and community involvement, among other factors such as gender, race, national origin and age, in its evaluation of candidates for Board membership. Such diversity considerations are discussed by the Nominating and Corporate Governance Committee in connection with the general qualifications of each potential nominee. In considering candidates for your Board, the Nominating and Corporate Governance Committee considers the entirety of each candidate s credentials in the context of these standards and whether the candidate would bring a unique perspective to the Board, which is consistent with the committee s goal

of creating a board of directors that best serves our needs and the interests of our stockholders. During 2013, the Nominating and Corporate Governance Committee held ten meetings.

Executive Sessions

Our non-management directors meet at regularly scheduled executive sessions without management participation, generally in connection with regularly scheduled Board meetings. Since the appointment of Mr. Powers as our Chairman of the Board in May 2014, he has presided over executive sessions of our non-management directors at which he was present. From October 2013 to May 2014, Mr. Levy served as our Lead Independent Director and in that capacity presided over executive sessions of our non-management directors at which he was present. Prior to that, the non-management directors selected a director to preside over each such executive session.

Board Leadership Structure and Role in Risk Oversight

In May 2014, your Board of Directors separated the positions of Chairman of the Board and Chief Executive Officer. In conjunction with this separation of positions, Gregg J. Powers was appointed to serve as the independent Chairman of the Board.

Your Board believes that, at this time, separating the roles of Chairman and Chief Executive Officer allows for enhanced corporate governance and board oversight of management. Your Board also believes that the separation of the Chairman and Chief Executive Officer roles allows the Chief Executive Officer to focus more of his time and energy on operating and managing your Company.

In October 2013, your Board amended our by-laws to provide for a Lead Independent Director to be appointed by our independent directors whenever our Chairman is also our Chief Executive Officer. Mr. Levy was appointed as your Board s first Lead Independent Director in October 2013 and served in that capacity until May 2014 when Mr. Powers was elected as our Chairman. Mr. Levy continues to serve as an independent member of your Board.

Additionally, our non-management directors regularly meet in executive session without management present, generally in connection with regularly scheduled meetings of your Board. All of the directors on each of the Audit Committee, the

Compensation Committee and the Nominating and Corporate Governance Committee are independent directors.

Management is responsible for the day-to-day management of the risks that we face, while your Board, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, the Board is responsible for satisfying itself that our risk management processes are adequate and functioning as designed. Your Board s involvement in risk oversight includes receiving regular reports from members of senior management and evaluating areas of material risk, including operational, financial, legal, regulatory, strategic and reputational risks. In addition, your Board has delegated risk oversight to each of its key committees within their areas of responsibility. The Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee each report at the next meeting of your Board all significant items discussed at each committee meeting, which includes a discussion of any items relating to risk oversight. The Compensation Committee assists your Board in its risk oversight function by overseeing strategies related to our incentive compensation programs and key employee retention. The Audit Committee assists your Board in its risk oversight function by reviewing our system of disclosure controls and procedures and our internal control over financial reporting. The Nominating and Corporate Governance Committee assists your Board in its risk oversight function by managing risks associated with director candidate selection, governance and succession matters.

Communications with Your Board

Stockholders and interested parties wishing to communicate with your Board or any director or group of directors (including only the non-management directors) should direct their communications to: Secretary, Alere Inc., 51 Sawyer Road, Suite 200, Waltham, MA 02453. Stockholder communications must state the number of shares of our stock beneficially owned by the stockholder sending the communication. The Secretary will forward the stockholder or interested-party communication to your Board or to any individual director or directors to whom the communication is directed; provided, however, that if the communication is unduly hostile, profane, threatening, illegal or otherwise inappropriate, the Secretary has the authority to discard the communication and take any appropriate legal action.

Code of Ethics

Your Board has adopted a code of ethics that applies to all of our employees and agents worldwide, including our chief executive officer, our chief financial officer, our chief accounting officer, our other executive officers and the members of the Board. Known as the Alere Inc. Code of Conduct, the code of ethics is posted in its entirety in the *Corporate Governance* section of the *Investor Relations* page of our website at *www.alere.com*. We intend to make required disclosures of amendments to our code of ethics, or waivers of a provision of our code of ethics, on the Corporate Governance page of our website.

Table of Contents

Proposal 1

Election of Directors

We are recommending the re-election of eight of your current, experienced Directors at the 2014 Annual Meeting, each of whom has been recommended by our Nominating and Corporate Governance Committee and approved by your Board. Six of our eight nominees, who together comprise a majority of your Board of Directors, were initially elected or appointed to your Board of Directors at or since our 2013 annual meeting of stockholders, and all of our nominees for re-election are independent.

In 2012, we amended our Amended and Restated Certificate of Incorporation to phase in the declassification of your Board and provide that, beginning with the 2013 annual meeting of stockholders, directors elected at the annual meeting of stockholders will serve for terms expiring at the next annual meeting of stockholders, rather than at the third annual meeting of stockholders after election. Your Board of Directors is currently comprised of ten members. At the 2014 Annual Meeting, the term of eight directors will expire. Directors elected at the 2014 Annual Meeting will hold office until the next annual meeting of stockholders and will continue in office until their successors are duly elected and qualified or until their earlier death, resignation, disqualification or removal. Each person nominated below has consented to being named in this proxy statement and has agreed to serve if elected.

Each of our nominees has professional experience in areas relevant to our strategy and operations and offers leadership and diverse perspective at a critical time for your Company. We believe our nominees also possess other attributes necessary to contribute to an effective Board: integrity, honesty and adherence to high ethical standards; business acumen; sound and independent judgment; ability to devote significant time to serve on your Board of Directors and its committees and to work in a collaborative manner with other Board members; and an unwavering commitment to representing the long-term interests of all of our stockholders.

YOUR BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE BOARD S EIGHT NOMINEES FOR DIRECTOR ON THE PROXY CARD OR VOTING INSTRUCTION FORM.

Here are Your Company s Nominees for Re-election as Directors:

Gregg J. Powers joined your Board in August 2013 and became Chairman of the Board in May 2014. Mr. Powers has served as the Chairman of Private Capital Management, an institutional investment management firm, since 2009 and as that firm s Chief Executive Officer since 2008. Mr. Powers joined Private Capital Management in 1988 and served in a number of roles with that firm, including as its President, before assuming his current positions. In addition to his duties as Chairman and Chief Executive Officer of Private Capital Management, Mr. Powers also serves as a portfolio manager for that firm and oversees all aspects of the investment of client portfolios. Since August 2013, Mr. Powers has served as a director of Quantum Corporation, a data protection and management company, where he serves on the Corporate Governance and Nominating Committee. Mr. Powers is a member of your Board s Nominating and Corporate Governance Committee. Mr. Powers appointment to your Board was in response to stockholder feedback regarding the importance of direct stockholder representation. The Directors unanimously nominated Mr. Powers for re-election because they believe that his substantial experience in the investment management field provides your Board with valuable insights into the concerns of stockholders.

Regina Benjamin, M.D. joined your Board in December 2013. Dr. Benjamin was appointed as the 18th United States Surgeon General in July 2009, a position she held until July 2013. Since September 2013, Dr. Benjamin has served as a Professor in the Department of Public Health Sciences at Xavier University of Louisiana, where she occupies the NOLA.com/Times-Picayune Endowed Chair in Public Health Sciences. Dr. Benjamin founded the Bayou Clinic in Bayou La Batre, Alabama in 1987 and served as its Chief Executive Officer until her appointment as Surgeon General. Dr. Benjamin was named a MacArthur Fellow in 2008. Dr. Benjamin is a member of your Board s Nominating and Corporate Governance Committee. The Directors unanimously nominated Dr. Benjamin for re-election because they believe that through her experience as a practicing physician, her service as the United States Surgeon

General and her academic credentials, Dr. Benjamin brings to your Board substantial experience in health management on both a personal and global scale.

Håkan Björklund, Ph.D. joined your Board in August 2013. Dr. Björklund has been a healthcare industry executive at Avista Capital Partners, L.P., a private equity firm, since October 2011. Before joining Avista Capital Partners, Dr. Björklund was the Chief Executive Officer of Nycomed Luxco SA, a Swiss pharmaceuticals company, from May 1999 until its sale to Takeda Pharmaceuticals in September 2011. Before his tenure at Nycomed, Dr. Björklund held various positions at companies that now form a part of the pharmaceuticals company AstraZeneca plc, including President of Astra Pain Control from 1989 to 1991, President of Astra Draco AB, a research and development unit, from 1991 to 1996 and Regional Director of Astra AB from 1996 to 1999. Dr. Björklund has served as a member of the board of directors of Coloplast A/S, a Denmark-based medical device company, since December 2006, as the Chairman of the Board of H. Lundbeck A/S, a Denmark-based pharmaceuticals company, since March 2013, where he has served as a director since March 2011, as a member of the board of directors of Atos Medical AB, a Swedish-based medical device company, since April 2005, and as a member of the board of directors of Acino Pharma AG, a Swiss-based pharmaceutical company, since December 2013. He was also a director at Danisco A/S, a Danish food ingredients company, from April 2004 until its acquisition by Dupont in June 2011. Dr. Björklund is a member of your Board s Compensation Committee. The Directors unanimously nominated Dr. Björklund for re-election because they believe that through his operating experience as Chief Executive Officer of a European-based healthcare company, Dr. Björklund brings to your Board industry and global operations expertise.

John F. Levy has served on your Board since May 30, 2001 and served as your lead independent director from October 2013 until May 2014. Mr. Levy served as a director of Inverness Medical Technology from August 1996 through November 2001, when that company was acquired by Johnson & Johnson. Since 1993, he has been an independent consultant. Mr. Levy served as President and Chief Executive Officer of Waban, Inc., a warehouse merchandising company, from 1989 to 1993. Mr. Levy is Chairperson of your Board s Audit Committee and is a member of your Board s Compensation Committee. The Directors

unanimously nominated Mr. Levy for re-election because they believe that as a former chief executive officer, Mr. Levy brings to your Board financial expertise, investment experience and knowledge of distribution systems.

Stephen P. MacMillan joined your Board in August 2013. Since December 2013, Mr. MacMillan has served as the Chief Executive Officer and a member of the board of directors of Hologic Inc., a medical device manufacturer that develops, manufactures and supplies diagnostic products, medical imaging systems and surgical products. Prior to assuming this role with Hologic, Mr. MacMillan was the Chief Executive Officer of sBioMed, LLC, a biomedical research firm that produces infection control products, from October 2012 to December 2013. Prior to joining sBioMed, Mr. MacMillan served in various roles at Stryker Corporation, including its Chief Operating Officer from June 2003 to January 2005, its President from June 2003 to February 2012, its Chief Executive Officer from January 2005 to February 2012 and its Chairman from January 2010 to February 2012. Mr. MacMillan began his career with Procter & Gamble in 1985 and later spent 11 years with Johnson & Johnson, where he served in various roles, including President of Johnson & Johnson s consumer pharmaceuticals joint venture with Merck from December 1998 to December 1999. From March 2000 to March 2003, Mr. MacMillan served as Sector Vice President, Global Specialty Operations of Pharmacia Corporation (formerly Monsanto Company), a global pharmaceutical company. Mr. MacMillan previously served on the board of directors of Texas Instruments Incorporated from 2008 to 2012. Mr. MacMillan is a member of your Board s Audit Committee. The Directors unanimously nominated Mr. MacMillan for re-election because they believe that his operating experience as Chief Executive Officer in the growth and development of a global medical technology companies is of substantial value to your Board.

Brian A. Markison joined your Board in August 2013. Mr. Markison has been a healthcare industry executive at Avista Capital Partners, L.P., a private equity firm, since September 2012. Before joining Avista Capital Partners, Mr. Markison served as the President and Chief Executive Officer and a member of the board of directors of Fougera Pharmaceuticals Inc., a specialty dermatology company, from July 2011 until its sale to Sandoz, a division of Novartis, in July 2012. Prior to that, Mr. Markison was the President and Chief Executive

Officer of King Pharmaceuticals, Inc., a manufacturer of pharmaceuticals and medical devices, from July 2004 through the closing of its sale to Pfizer in March 2011. Mr. Markison joined King Pharmaceuticals as Chief Operating Officer in March 2004 and served in that role until his promotion to Chief Executive Officer. From July 2007 to February 2011, Mr. Markison also served as the Chairman of the board of directors of King Pharmaceuticals. Before joining King Pharmaceuticals, Mr. Markison held various positions at Bristol-Myers Squibb from 1982 to 2004, including President of Neuroscience/Infectious Disease and Dermatology and President of Oncology, Virology and Oncology Therapeutics Network. Mr. Markison has served as the Lead Outside Director on the board of directors of Immunomedics, Inc., a biopharmaceutical therapeutics company, since December 2004, the Chairman of the board of directors of Rosetta Genomics Ltd., a leading developer of microRNA-based molecular diagnostics, since April 2011, the Chairman of the board of directors of Lantheus Medical Imaging, Inc., a developer, manufacturer and distributor of diagnostic imaging agents, since January 2013, where he has served as a director since September 2012, and a member of the board of directors of PharmAthene, Inc., a developer of medical countermeasures against biological and chemical threats, since September 2011. In December 2013, Mr. Markison became executive chairman of Vertical Pharmaceuticals, a privately-held specialty pharma company. Mr. Markison is on the compensation committees of Immunomedics, Inc., Rosetta Genomics Ltd. and PharmAthene, Inc. He also serves on the boards of directors of the Komen Foundation for South/Central New Jersey and the College of New Jersey. Mr. Markison is a member of your Board s Compensation Committee. The Directors unanimously nominated Mr. Markison for re-election because they believe that his long tenure and experience as an operating executive in the healthcare industry, including as Chief Executive Officer of King Pharmaceuticals, which completed several acquisitions before being sold to Pfizer in 2011, is of substantial value to your Board.

Sir Thomas Fulton Wilson McKillop, Ph.D. joined your Board in August 2013. Dr. McKillop has been the Chairman of Evolva Holdings SA, a biosynthetic technologies company listed on the Swiss Stock Exchange that produces sustainable ingredients for health nutrition and wellness, since

May 2012, having served as a non-executive director since June 2010. In 1994, Dr. McKillop was appointed the Chief Executive Officer of Zeneca plc, which was formed as a result of the separation by Imperial Chemical Industries of its pharmaceuticals, agrochemicals and specialties businesses. In April 1999, following the merger of Zeneca plc and Astra AB, Dr. McKillop was appointed the Chief Executive Officer of AstraZeneca plc, a position he held until his retirement in 2005. Dr. McKillop has served as the Chairman of the Royal Bank of Scotland Group from April 2006 through February 2009, the President of the Science Council in the United Kingdom from February 2007 through September 2011, and a non-executive director of BP plc, from 2004 to 2009, Lloyds TSB Group plc, from 1999 to 2004, and Nycomed Amersham plc and its predecessor companies, from 1992 to 2001. Dr. McKillop is also currently a non-executive director of UCB SA, a Euronext-listed biopharmaceuticals manufacturer and a member of its governance, nomination and compensation committee; Almirall, S.A., a pharmaceuticals company listed on the Madrid, Barcelona, Bilboa and Valencia stock exchanges, for which he is also a member of its appointments and remuneration committee; and Theravectys, a development-stage biotechnology company headquartered in France. In addition, Dr. McKillop has held varying roles in industry groups, including tenures as the Chairman of the British Pharma Group, President of the European Federation of Pharmaceuticals Industries and Associations, Chairman of the Pharmaceutical Industry Task Force and as a member of the European Round Table of Industrialists and the European Financial Services Round Table. In 2002, Dr. McKillop was knighted in recognition of his services to the pharmaceuticals industry, and he is a Fellow of the Royal Society of London, a Fellow of the Royal Society of Edinburgh and a Fellow of the United Kingdom Academy of Medical Sciences. Dr. McKillop is a member of your Board s Audit Committee. The Director unanimously nominated Dr. McKillop for re-election because they believe that his operating experience as Chief Executive Officer of Zeneca plc, and his leadership of AstraZeneca plc, a global pharmaceutical company, with a particular emphasis on European and emerging markets, is of substantial value to your Board.

Table of Contents

John A. Quelch, C.B.E., D.B.A. joined your Board on March 10, 2003. Dr. Quelch has been the Charles Edward Wilson Professor of Business Administration at Harvard Business School and professor in Health Policy and Management at Harvard School of Public Health since January 2013. Between February 2011 and January 2013, Dr. Quelch served as Dean, Vice President and Distinguished Professor of International Management at the China Europe International Business School in Shanghai. From July 2001 through January 2011, he was professor and Senior Associate Dean at the Harvard Business School. From July 1998 through June 2001, he was Dean of the London Business School. Dr. Quelch also serves as a director of DataLogix, a data marketing services company. Dr. Quelch served as a director of WPP plc from 1988 to 2013, Pepsi Bottling Group from 2005 to 2010 and of Gentiva Health Services, Inc. from 2006 to 2009. He is Chairperson of your Board s Nominating and Corporate Governance Committee. The Directors unanimously nominated Dr. Quelch for re-election because they believe that through his international business experience and academic credentials, Dr. Quelch brings to your Board both industry and academic expertise in marketing and organizational management.

Vote Required

Director nominees must be elected by a majority of the votes properly cast at the Annual Meeting. Votes may be cast FOR or AGAINST each nominee. A nominee will be elected only if the number of votes cast FOR that nominee exceeds the number of votes cast AGAINST that nominee. Pursuant to our director resignation policy, nominees who fail to receive a majority of the votes properly cast on his or her re-election shall resign effective upon acceptance of such resignation by our Board.

If you are a holder of record and you fail to vote your shares, either in person or by proxy, the votes represented by your shares will be excluded entirely from the vote and will have no effect. If you hold your shares through a broker, bank or other nominee (i.e., in street name) and you do not instruct your broker or other nominee how to vote your shares with respect to the election of directors, any broker or nominee subject to the NYSE rules will be prohibited by those rules from voting your shares in the election of directors. Instead, the votes represented by your shares will be counted as broker non-votes, will be excluded entirely from the vote, and will have no effect on the election of directors.

Recommendation

Your Board of Directors unanimously recommends that you vote FOR each of the board s nominees for director named above on the proxy card or voting instruction form.

Table of Contents

Proposal 2

Approval of an Increase in the Number of Shares of Common Stock Available for Issuance under the 2010 Stock Option and Incentive Plan

Introduction

Your Board has adopted and is seeking stockholder approval of an amendment to the 2010 Stock Option and Incentive Plan to increase the number of shares of common stock that are available to be issued under the plan from 7,153,663 shares to 9,153,663 shares (subject to adjustment for stock splits, stock dividends and similar events). Of the 7,153,663 shares of common stock authorized for issuance under the 2010 Stock Option and Incentive Plan, 1,753,442 shares remained available for future grants or awards as of July 8, 2014. While some additional shares may become available under the 2010 Stock Option and Incentive Plan through employee terminations, this number is not expected to be significant.

Your Board recommends this action in order to enable us to continue to provide equity compensation to attract and retain talented personnel. Your Board believes that stock options and other forms of equity compensation promote growth and provide a meaningful incentive to employees of successful companies.

As of July 8, 2014 there were 83,051,565 shares of our common stock outstanding. The increase of 2,000,000 shares of common stock available for grant under the 2010 Stock Option and Incentive Plan will result in additional potential dilution of our outstanding stock. Based solely on the closing price of our common stock on July 8, 2014 of $37.29 per share, the aggregate market value of the additional 2,000,000 shares of common stock to be reserved for issuance under the 2010 Stock Option and Incentive Plan would be $74,580,000.

The following is a summary of the material terms of the 2010 Stock Option and Incentive Plan. The summary is qualified in its entirety by reference to the complete text of the 2010 Stock Option and Incentive Plan. Stockholders are urged to read the actual text of the 2010 Stock Option and Incentive Plan, as proposed to be amended, which is set forth as Appendix A to this proxy statement, in its entirety.

Summary of the 2010 Stock Option and Incentive Plan, as Amended

Administration. The 2010 Stock Option and Incentive Plan, or the 2010 Plan, provides for

administration by your Board or by a committee of not fewer than two independent directors, referred to as the administrator, provided that, for purposes of awards to directors and officers who are subject to the requirements of Section 16 of the Securities Exchange Act of 1934, the administrator shall be deemed to include only directors who are independent directors and for purposes of performance-based awards, the administrator shall be a committee of your Board composed of two or more outside directors, as appointed by the Board from time to time. Your Board of Directors serves as the primary administrator of the 2010 Plan.

The administrator has full power to select, from among the individuals eligible for awards, the individuals to whom awards will be granted, to make any combination of awards to participants, and to determine the specific terms and conditions of each award, subject to the provisions of the 2010 Plan. The administrator may permit common stock, and other amounts payable pursuant to an award, to be deferred. In such instances, the administrator may permit interest, dividends or deemed dividends to be credited to the amount of deferrals.

Eligibility and Limitations on Grants. All of our officers, employees, directors, consultants and other key persons (including prospective employees) are eligible to participate in the 2010 Plan, subject to the discretion of the administrator. As of April 30, 2014, we had approximately 13,500 employees, excluding temporary and contract employees, and ten non-employee directors. The number of consultants and other key persons eligible to participate in the 2010 Plan varies from time to time. In no event may any one participant receive options or stock appreciation rights with respect to more than 1,000,000 shares of common stock, subject to adjustment for stock splits, stock dividends and similar events, during any one calendar year. The 2010 Plan provides that different types of awards will count differently against the total number of shares available. Each share subject to a full value award settled in stock, other than an award that is a stock option or other award that requires the grantee to purchase shares for an amount not less than their fair market value at the time of grant, is counted against the overall share limitation as three shares. Each

share subject to all other awards is counted against the overall share limitation as one share.

Stock Options. Options granted under the 2010 Plan may be either incentive stock options, referred to as incentive options, within the definition of Section 422 of the Internal Revenue Code, or non-qualified stock options, referred to as non-qualified options. Options granted under the 2010 Plan will be non-qualified options if they fail to meet the Internal Revenue Code definition of incentive options, are granted to a person not eligible to receive incentive options under the Internal Revenue Code, or otherwise so provide. Incentive options may be granted only to our officers or other employees or those of our subsidiaries. Non-qualified options may be granted to persons eligible to receive incentive options and to non-employee directors, consultants and other key persons.

Other Option Terms. The administrator has the authority to determine the terms of options granted under the 2010 Plan. Options are granted with an exercise price that is not less than the fair market value of our common stock on the date of the option grant. In addition, the repricing of stock options granted under the 2010 Plan is not permitted without stockholder approval. The life of each option will be fixed by the administrator and may not exceed ten years from the date of grant. The administrator will determine at what time or times each option may be exercised and the period of time, if any, after retirement, death, disability or termination of employment during which options may be exercised. Options may be made exercisable in installments, and the exercisability of options may be accelerated by the administrator; provided that the administrator may not accelerate the exercisability of options or stock appreciation rights, other than by reason of, or in connection with, the death, disability or retirement of the optionee, the termination without cause of the optionee s employment or a change of control of the Company, if the number of options and stock appreciation rights so accelerated when combined with the number of unrestricted stock awards granted would exceed 10% of the maximum number of shares issuable under the 2010 Plan. In general, unless otherwise permitted by the administrator, no option granted under the 2010 Plan is transferable by the optionee other than by will or by the laws of descent and distribution, and options may be exercised during the optionee s lifetime only by the optionee, or by the optionee s legal representative or guardian in the case of the optionee s incapacity.

Options granted under the 2010 Plan may be exercised by the payment of cash or by the transfer to us of shares of common stock which are not then subject to restrictions under the 2010 Plan or any other stock plan that we maintain, and which have a fair market value equivalent to the option exercise price of the shares being purchased. Such options may also be exercised by compliance with certain provisions pursuant to which a securities broker delivers the purchase price for the shares to us on behalf of the optionee. In addition, non-qualified options granted under the 2010 Plan may be exercised under a net exercise arrangement between the Company and the optionee pursuant to which the number of shares of common stock issued upon exercise of the option will be reduced by a number of shares with an aggregate fair market value equal to the aggregate exercise price of the option.

To qualify as incentive options, options must meet additional federal tax requirements, including a $100,000 limit on the value of shares subject to incentive options which first become exercisable in any one calendar year, and a shorter term and higher minimum exercise price in the case of certain large stockholders.

Stock Appreciation Rights. The administrator may award stock appreciation rights to participants subject to such terms and conditions as the administrator may determine. The exercise price for a stock appreciation right shall not be less than the fair market value of our common stock on the date of grant and the term of a stock appreciation right may not be longer than ten years. A stock appreciation right is an award entitling the recipient to receive shares of stock having a value on the date of exercise calculated as follows: (i) the grant date exercise price of one share of common stock is (ii) subtracted from the fair market value of one share of common stock on the date of exercise and (iii) the difference is multiplied by the number of shares of common stock with respect to which the stock appreciation right shall have been exercised.

Restricted Stock Awards. The administrator may grant or sell shares of common stock to any participant subject to such conditions and restrictions as the administrator may determine. The shares may be sold for a price determined by the administrator. These conditions and restrictions may include the achievement of pre-established performance goals and/or continued employment with us through a specified vesting period. The vesting period shall be

determined by the administrator but shall be at least one year for attainment of pre-established performance goals or at least three years for other conditions and restrictions, including the participant s continued employment with us. Restricted stock with a time-based restriction may become vested incrementally over such three-year period. If the applicable performance goals and other restrictions are not attained, or if the participant s employment with us terminates for any reason, we will have the right to repurchase restricted stock that has not vested at its original purchase price (if any) from the participant or the participant s legal representative.

Unrestricted Stock Awards. The administrator may also grant shares of common stock which are free from any restrictions under the 2010 Plan. Unrestricted stock may be granted to any participant in recognition of past services or other valid consideration, and may be issued in lieu of cash compensation due to such participant. The aggregate number of unrestricted stock awards that may be granted under the plan, when combined with stock underlying options and stock appreciation rights that are accelerated other than by reason of, or in connection with, death, disability or retirement of the participant, the termination without cause of the participant s employment or a change of control of the Company, may not exceed 10% of the maximum number of shares issuable under the plan.

Restricted Stock Units. The administrator may also award phantom stock units to participants as restricted stock units. The restricted stock units are ultimately payable in the form of shares of common stock and may be subject to such conditions and restrictions as the administrator may determine. These conditions and restrictions may include the achievement of certain performance goals and/or continued employment with us through a specified vesting period. The vesting period shall be determined by the administrator but shall be at least one year for attainment of pre-established performance goals or at least three years for other conditions and restrictions, including the participant s continued employment with us. Restricted stock units with a time-based restriction may become vested incrementally over such three- year period. During the vesting period, subject to terms and conditions imposed by the administrator, the restricted stock units may be credited with dividend equivalent rights with respect to the phantom stock units underlying the restricted stock

units. Subject to the consent of the administrator and in accordance with the requirements of Section 409A of the Internal Revenue Code, a participant may make an advance election to receive a portion of his cash compensation otherwise due in the form of restricted stock units. If the participant s employment with the Company terminates for any reason, the participant s right in all restricted stock units that have not vested shall automatically terminate.

Performance Share Awards. The administrator may grant performance share awards to any participant which entitle the recipient to receive shares of common stock upon the achievement of individual or company performance goals and such other conditions as the administrator shall determine. The periods during which performance is to be measured shall not be, in the aggregate, less than one year.

Dividend Equivalent Rights. The administrator may grant dividend equivalent rights, which entitle the recipient to receive credits for dividends that would be paid if the grantee held specified shares of common stock. Dividend equivalent rights may be settled either in cash or shares of common stock. Dividend equivalent rights may be granted as a component of another award or as a freestanding award.

Performance-Based Awards. Grants of performance-based awards enable us to treat restricted stock awards, restricted stock units and performance share awards granted under the 2010 Plan to covered persons, as defined in Section 162(m) under the Internal Revenue Code, as performance-based compensation under Section 162(m) and preserve the deductibility of these awards for federal income tax purposes. Participants are only entitled to receive payment for a performance-based award for any given performance period to the extent that pre-established performance goals set by the administrator for the period are satisfied. These pre-established performance goals may include: earnings before interest, taxes, depreciation and amortization; net income or loss (either before or after interest, taxes, depreciation and/or amortization); changes in the market price of our common stock; cash flow; funds from operations or similar measure; sales or revenue; acquisitions or strategic transactions; operating income or loss; return on capital, assets, equity, or investment; total stockholder returns or total returns to stockholders; gross or net profit levels; productivity; expense; margins; operating efficiency; customer satisfaction;

working capital; earnings per share of stock; or lease up performance, net operating income performance or yield on development or redevelopment communities any of which may be measured either in absolute terms with or as compared to any incremental increase or as compared to results of a peer group. With regard to a particular performance period, the administrator will have the discretion to select the length of the performance period, the type of performance-based awards to be granted, and the goals that will be used to measure the performance for the period. In determining the actual size of an individual performance-based award for a performance period, the administrator may reduce or eliminate (but not increase) the award. Generally, a participant will have to be employed on the date the performance-based award is paid to be eligible for a performance-based award for that period. The maximum performance-based award payable to any employee under the plan for a performance cycle is 200,000 shares of our common stock, subject to adjustment for stock splits, stock dividends and similar events.

Section 409A Awards. To the extent that any award granted under the 2010 Plan is determined to constitute nonqualified deferred compensation within the meaning of Section 409A of the Internal Revenue Code, the administrator shall impose additional rules and requirements as may be necessary in order to comply with Section 409A. In this regard, if any amount under an award subject to Section 409A is payable upon a separation from service (within the meaning of Section 409A) to a participant who is then considered a specified employee (also within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the participant s separation from service, or (ii) the participant s death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/ or additional tax imposed pursuant to Section 409A. The settlement of any Section 409A award may not be accelerated or postponed except to the extent permitted by Section 409A.

Change of Control Provisions. The 2010 Plan provides that in the event of a change of control as defined in the 2010 Plan, all stock options will automatically become fully exercisable and the restrictions and conditions on all other awards will automatically be deemed waived, unless otherwise provided in the applicable award agreement.

Adjustments for Stock Dividends, Mergers, etc. The 2010 Plan authorizes the administrator to make appropriate adjustments to the number of shares of common stock that are subject to the 2010 Plan and to any outstanding awards to reflect stock dividends, stock splits and similar events. In the event of certain transactions, such as a merger, consolidation, dissolution or liquidation of your Company, the 2010 Plan and all awards will terminate unless the parties to the transaction, in their discretion, provide for appropriate substitutions or adjustments of outstanding stock options or awards. Before any outstanding stock options or other awards terminate, the option holders will have an opportunity to exercise their outstanding options, and holders of other awards will receive a cash or in kind payment of such appropriate consideration as determined by the administrator in its sole discretion after taking into account the consideration payable per share of common stock pursuant to the business combination. The administrator may adjust the number of shares subject to outstanding awards and the exercise price and the terms of outstanding awards to take into consideration material changes in accounting practices or principles, extraordinary dividends, acquisitions or dispositions of stock or property or any other event if it is determined by the administrator that such adjustment is appropriate to avoid distortion in the operation of the 2010 Plan, provided that no such adjustment shall be made in the case of an incentive stock option, without the consent of the grantee, if it would constitute a modification, extension or renewal of the option within the meaning of Section 424(h) of the Internal Revenue Code.

Amendments and Termination. Subject to requirements of law or the rules of any stock exchange, your Board may at any time amend or discontinue the 2010 Plan and the administrator may at any time amend or cancel any outstanding award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect the rights under any outstanding awards without the holder s consent. To the extent required by the Internal Revenue Code to ensure that options granted under the 2010 Plan qualify as incentive options or that compensation earned under the options granted under the 2010 Plan qualifies as performance-based compensation under the Internal Revenue Code, plan amendments shall be subject to approval by our stockholders.

Table of Contents

Forfeiture of Awards under Sarbanes-Oxley Act. If we are required to prepare an accounting restatement due to our material noncompliance, as a result of misconduct, with any financial reporting requirement under state or federal securities laws, then, to the extent required by law, any participant who is one of the individuals subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002 shall reimburse us for the amount of any award received by that individual under the 2010 Plan during the 12-month period following the first public issuance or filing with the United States Securities and Exchange Commission, of the financial document embodying such financial reporting requirement.

Material Federal Income Tax Consequences

The following discussion describes the material federal income tax consequences of transactions under the 2010 Plan. It does not describe all federal tax consequences under the 2010 Plan, nor does it describe state or local tax consequences.

Incentive Options. No taxable income is generally realized by the optionee upon the grant or exercise of an incentive option. If shares of common stock issued to an optionee pursuant to the exercise of an incentive option are sold or transferred after two years from the date of grant and after one year from the date of exercise, then upon sale of such shares, any amount realized in excess of the option price will be taxed to the optionee as a long-term capital gain, and any loss sustained will be a long- term capital loss, and we will not have a deduction for federal corporate income tax purposes. The exercise of an incentive option will give rise to an item of tax preference that may result in alternative minimum tax liability for the optionee.

If shares of common stock acquired upon the exercise of an incentive option are disposed of prior to the expiration of the two-year and one-year holding periods described above, a disqualifying disposition occurs, and generally the optionee will realize ordinary income in the year of disposition in an amount equal to the excess, if any, of the fair market value of the shares of common stock at exercise (or, if less, the amount realized on a sale of such shares of common stock) over the option price thereof, and we will be entitled to deduct such amount. Special rules apply where all or a portion of the exercise price of the incentive option is paid by tendering shares of common stock.

If an incentive option is exercised at a time when it no longer qualifies for the tax treatment described above, the option is treated as a non-qualified option. Generally, an incentive option will not be eligible for the tax treatment described above if it is exercised more than three months following termination of employment, or one year in the case of termination of employment by reason of disability. In the case of termination of employment by reason of death, the three-month rule does not apply.

Non-qualified Options. With respect to non-qualified options under the 2010 Plan, no income is realized by the optionee at the time the option is granted. Generally,

- at exercise, ordinary income is realized by the optionee in an amount equal to the excess of the fair market value of the shares of our common stock acquired upon exercise over the aggregate exercise price for such shares on the date of exercise, and we receive a tax deduction for the same amount, and

- at disposition, appreciation or depreciation after the date of exercise is treated as either short-term or long-term capital gain or loss depending on how long the shares of common stock have been held.

Special rules apply where all or a portion of the exercise price of the non-qualified option is paid by tendering shares of common stock.

Stock Appreciation Rights. The grantee of a stock appreciation right recognizes no income for federal income tax purposes on the grant thereof. On the exercise of a stock appreciation right, the grantee will recognize as ordinary income the difference between the fair market value of our common stock on the date of exercise and the exercise price of the stock appreciation right, multiplied by the number of shares of common stock subject to the stock appreciation right. If the grantee of a stock appreciation right does not exercise such right, the grantee will recognize as ordinary income the excess of the fair market value of our common stock on the last day of the term of the stock appreciation right over the exercise price of the stock appreciation right, if any, multiplied by the number of shares of common stock subject to the stock appreciation right.

Restricted and Unrestricted Stock Awards. A grantee of a restricted stock award recognizes no income for federal income tax purposes upon the receipt of common stock pursuant to that award,

Table of Contents

unless, as described below, the grantee otherwise elects. Instead, the grantee will recognize ordinary income in an amount equal to the fair market value of the common stock on the date that it is no longer subject to a substantial risk of forfeiture less the amount, if any, the grantee paid for such stock. Such fair market value becomes the basis for the underlying shares and will be used in computing any capital gain or loss upon the disposition of such shares (which will be long-term capital gain if the grantee holds the shares for more than one year after the date on which the shares are no longer subject to a substantial risk of forfeiture).

Alternatively, the grantee of a restricted stock award may elect, pursuant to Section 83(b) of the Internal Revenue Code, within 30 days of the acquisition of common stock pursuant to the restricted stock award, to include in gross income as ordinary income for the year in which the common stock is received, the fair market value of the common stock on the date it is received less the amount, if any, the grantee paid for such stock. Such fair market value will become the basis for the shares and will be used in determining any capital gain or loss upon the disposition of such shares (which will be long-term capital gain if the disposition is more than one year after the date the shares are received). Grantees of restricted stock awards are advised to consult their own tax advisors with regard to elections pursuant to Section 83(b) of the Internal Revenue Code.

Upon receipt of common stock pursuant to an unrestricted stock award, the grantee will recognize as ordinary income the difference between the fair market value of the common stock less the amount, if any, the grantee paid for such stock. The grantee s basis in such shares will be equal to the fair market value of the shares on the date of receipt, and this basis will be used in determining any capital gain or loss upon a subsequent disposition of the shares (which will be long-term capital gain if the disposition is more than one year after the date the shares are received).

Subject to certain limitations, we may deduct an amount equal to the amount recognized by the grantee of a restricted or unrestricted stock award as ordinary income for the year in which such income is recognized.

Restricted Stock Units. The grantee of a restricted stock unit recognizes no income for federal income tax purposes on the grant thereof. Upon the

receipt of common stock pursuant to a restricted stock unit, the federal income tax laws applicable to restricted stock awards, described above, will apply if the stock is restricted stock, and the federal income tax laws applicable to unrestricted stock awards, described above, will apply if the stock is unrestricted common stock.

Subject to certain limitations, we may deduct an amount equal to the amount recognized by the grantee of a restricted stock unit as ordinary income for the year in which the restricted stock unit is exercised or lapses.

Performance Share Awards. The federal income tax laws applicable to performance share awards are the same as those applicable to restricted stock awards, described above.

Dividend Equivalent Rights. There generally will be no tax consequences as a result of the award of a dividend equivalent right. When payment is made, the holder of the dividend equivalent rights generally will recognize ordinary income, and we will be entitled to a deduction, equal to the amount received in respect of the dividend equivalent.

Parachute Payments. The vesting or exercisability of any portion of any option or other award that is accelerated due to the occurrence of a change of control, or the grant of any option or other award within the one year period prior to a change in control, may cause all or a portion of the payments with respect to such accelerated awards to be treated as parachute payments as defined in Section 280G of the Internal Revenue Code. Any such parachute payments may be non-deductible to us, in whole or in part, and may subject the recipient to a non-deductible 20% federal excise tax on all or a portion of such payment in addition to other taxes ordinarily payable.

Limitation on our Deductions. As a result of Section 162(m) of the Internal Revenue Code, our deduction for certain awards under the 2010 Plan may be limited to the extent that a covered employee receives compensation in excess of $1,000,000 in a calendar year, other than performance-based compensation that otherwise meets the requirements of Section 162(m) of the Internal Revenue Code.

New Plan Benefits

Because the granting of awards under the 2010 Plan is discretionary, we cannot now determine the number or type of awards to be granted in the future

18

Table of Contents

to any particular person or group if the amendment to the 2010 Plan is approved.

Vote Required

Under our by-laws, the approval of the proposal to amend the 2010 Stock Option and Incentive Plan to increase the number of shares of common stock available for issuance thereunder requires the affirmative vote of a majority of the votes properly cast FOR and AGAINST the proposal. In order to satisfy the rules of the NYSE, however, the total votes cast on the proposal must represent over 50% in interest of all securities entitled to vote on the proposal, a requirement that we refer to as the NYSE Voting Requirement. Under the rules of the NYSE, abstentions will count as votes cast with respect to this matter; accordingly, abstentions will be included in determining whether the NYSE Voting Requirement has been achieved, but will have the

same effect as votes AGAINST the proposal. Broker non-votes will not be counted as votes cast on this matter; accordingly, broker non-votes will make it more difficult for the NYSE Voting Requirement to be achieved (as they will not be included), but if the NYSE Voting Requirement is achieved, they will have no effect on the outcome of the vote.

Recommendation

Your Board believes that the increase in the number of shares of common stock available for issuance under the Alere Inc. 2010 Stock Option and Incentive Plan is in the best interest of our stockholders. **Accordingly, your Board of Directors unanimously recommends that you vote FOR the approval of the increase in the number of shares of common stock available for issuance under the Alere Inc. 2010 Stock Option and Incentive Plan, on the proxy card or voting instruction form.**

Table of Contents

Proposal 3

Approval of an Increase in the Number of Shares of Common Stock Available for Issuance Under the 2001 Employee Stock Purchase Plan

Introduction

Your Board has adopted and is seeking stockholder approval of an amendment to our 2001 Employee Stock Purchase Plan, or the 2001 Plan, to increase the number of shares of common stock that are available to be issued under the plan from 4,000,000 shares to 5,000,000 shares (subject to adjustment for stock splits, stock dividends and similar events). Of the 4,000,000 shares of common stock authorized for issuance under the 2001 Plan, only 1,134,610 shares remained available for future issuance as of July 8, 2014.

Your Board recommends this action in order to enable us to continue to provide eligible employees the opportunity to purchase shares of our common stock at a discount through periodic payroll deductions. Your Board believes that the 2001 Plan enhances our ability to attract and retain highly qualified personnel and provides a meaningful incentive to employees by enabling them to participate in our long-term success and growth.

The increase of 1,000,000 shares of common stock available for issuance under the 2001 Plan will result in additional potential dilution of our outstanding stock. Based solely on the closing price of our common stock as reported on the NYSE on July 8, 2014 of $37.29 per share, the aggregate market value of the additional 1,000,000 shares of common stock to be reserved for issuance under the 2001 Plan would be $37,290,000.

The following is a summary of the material terms of the 2001 Plan. The summary is qualified in its entirety by reference to the complete text of the 2001 Plan. Stockholders are urged to read the actual text of the 2001 Plan, as proposed to be amended, in its entirety, which is set forth as Appendix B to this proxy statement.

Summary of the 2001 Employee Stock Purchase Plan, as Amended

Administration. The 2001 Plan provides for administration by a person or persons appointed by your Board, whom we refer to as the administrator. The administrator has authority to make rules and regulations for the administration of the 2001 Plan, and its interpretations and decisions with regard

thereto shall be final and conclusive. The Compensation Committee serves as the administrator of the 2001 Plan.

Offerings. To implement the benefits of the 2001 Plan, we make periodic offerings to eligible employees to purchase common stock under the 2001 Plan, or Offerings . Each Offering begins on the first business day occurring on or after each January 1 and July 1 and ends on the last business day occurring on or before the following June 30 and December 31, respectively. The administrator may, in its discretion, designate a different period for any Offering, provided that no Offering shall exceed one year in duration or overlap any other Offering.

Your Board may also commence a special Offering for employees of designated subsidiaries who are eligible to participate in the 2001 Plan that will begin on the date that an acquired company is acquired or becomes a designated subsidiary, and will end on the last business day occurring on or before the next June 30 or December 31, whichever shall occur first.

Eligibility. All of our employees (including employees who are also directors) and all employees of each designated subsidiary are eligible to participate in any one or more of the Offerings under the 2001 Plan, provided that as of the first day of the applicable Offering, or the Offering Date, they are customarily employed by us or a designated subsidiary for more than 20 hours a week and have completed at least three consecutive calendar months of employment with us or any designated subsidiary (including periods of employment with the designated subsidiary which pre-date such designation and/or the acquisition of the designated subsidiary by us or any subsidiary). To the extent that a subsidiary was made a designated subsidiary after an acquisition pursuant to which a substantial amount of assets was acquired by such designated subsidiary, whether via a merger, asset acquisition or otherwise, employment with any legal predecessor entity or any entity transferring assets to the designated subsidiary as part of such acquisition shall be counted as employment with the designated subsidiary. We currently have approximately 13,500 employees, excluding temporary and contract employees.

Employee Contributions. Each eligible employee may authorize payroll deductions at a minimum of two percent up to a maximum of ten percent of his or her compensation for each pay period. No interest will accrue or be paid on payroll deductions.

Grant of Options. On each Offering Date, we will grant to each eligible employee who is then a participant in the 2001 Plan an option to purchase on the last day of such Offering, or the Exercise Date, at the Option Price, as defined below, (a) a number of shares of common stock, which number shall be the number of shares (rounded down to the nearest whole share) which is obtained by (i) multiplying $25,000 by the quotient obtained by dividing the number of months in the Offering by 12, and (ii) dividing that product by the fair market value of the common stock on the Offering Date, or (b) such other lesser maximum number of shares as shall have been established by the administrator in advance of the Offering; provided, however, that such option will be subject to the limitations described below. The purchase price for each share purchased under each Option, or the Option Price, will be 85% of the fair market value of the common stock on the Offering Date or the Exercise Date, whichever is less. Each employee s option shall be exercisable only to the extent of such employee s accumulated payroll deductions on the relevant Exercise Date.

Notwithstanding the foregoing, no employee may be granted an option under the 2001 Plan if such employee, immediately after the option grant, would be treated as owning stock possessing five percent or more of the total combined voting power or value of all or our classes of stock or of any parent or subsidiary, each as defined in the 2001 Plan. For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Internal Revenue Code apply in determining the stock ownership of an employee, and all stock which the employee has a contractual right to purchase is treated as stock owned by the employee. In addition, no employee may be granted an option which permits his rights to purchase stock under the 2001 Plan, and any other employee stock purchase plan of us and our parents and subsidiaries, to accrue at a rate which exceeds $25,000 of the fair market value of such stock (determined on the option grant date or dates) for each calendar year in which the option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Internal Revenue Code and

will be applied taking options into account in the order in which they were granted.

Exercise of Option and Purchase of Shares. Each employee who continues to be a participant in the 2001 Plan on the Exercise Date will be deemed to have exercised his or her option on such date and will acquire from us such number of whole shares of common stock reserved for the purpose of the 2001 Plan as his or her accumulated payroll deductions on such date will purchase at the Option Price, subject to any other limitations contained in the 2001 Plan. Any amount remaining in an employee s account at the end of an Offering solely by reason of the inability to purchase a fractional share will be carried forward to the next Offering; any other balance remaining in an employee s account at the end of an Offering will be refunded to the employee promptly.

Amendments and Termination. Your Board may amend the 2001 Plan at any time, but any amendment that would increase the number of shares of common stock available for issuance under the plan or that would, without stockholder approval, cause the plan to fail to qualify as an employee stock purchase plan under Section 423(b) of the Internal Revenue Code will require stockholder approval within twelve months of the amendment. The 2001 Plan may be terminated at any time by your Board. Upon termination of the 2001 Plan, all amounts in the accounts of participating employees will be promptly refunded.

Material Federal Income Tax Consequences

The following discussion describes the material federal income tax consequences of transactions under the 2001 Plan. It does not describe all federal tax consequences under the 2001 Plan, nor does it describe state or local tax consequences.

A participant in the 2001 Plan recognizes no taxable income either as a result of participation in the plan or upon exercise of an option to purchase shares of our common stock under the terms of the plan.

If an employee acquires shares of common stock pursuant to the 2001 Plan and does not dispose of them within two years after the commencement of the Offering pursuant to which the shares were acquired, nor within one year after the date on which the shares were acquired, any gain realized upon subsequent disposition will be taxable as a long-term

capital gain, except that the portion of such gain equal to the lesser of (a) the excess of the fair market value of the shares on the date of disposition over the amount paid upon purchase of the shares, or (b) the excess of the fair market value of the shares on the commencement date of the applicable Offering over the amount paid upon purchase of the shares, is taxable as ordinary income. There is no corresponding deduction for us, however. If the employee disposes of the shares at a price less than the price at which he or she acquired the shares, the employee realizes no ordinary income and has a long-term capital loss measured by the difference between the purchase price and the selling price.

If an employee disposes of shares acquired pursuant to the 2001 Plan within two years after the commencement date of the Offering pursuant to which the shares were acquired, or within one year after the date on which the shares were acquired, the difference between the purchase price and the fair market value of the shares at the time of purchase will be taxable to him or her as ordinary income in the year of disposition. In this event, we may deduct from our gross income an amount equal to the amount treated as ordinary income to each such employee. Any excess of the selling price over the fair market value at the time the employee purchased the shares will be taxable as long-term or short-term capital gain, depending upon the period for which the shares were held. If any shares are disposed of within either the two-year or one-year period at a price less than the fair market value at the time of purchase, the same amount of ordinary income (i.e., the difference between the purchase price and the fair market value of the shares at the time of purchase) is realized, and a capital loss is recognized equal to the difference between the fair market value of the shares at the time of purchase and the selling price.

If a participating employee should die while owning shares acquired under the 2001 Plan, ordinary income may be reportable on his or her final income tax return.

New Plan Benefits

The number of shares that may be issued to executive officers and all employees, including non-executive officers and directors who are employees, is indeterminate at this time, as participation in any Offering under the 2001 Plan is completely discretionary on the part of each eligible employee.

Vote Required

Under our by-laws, the approval of the proposal to amend the 2001 Employee Stock Purchase Plan to increase the number of shares of common stock available for issuance thereunder requires the affirmative vote of a majority of the votes properly cast FOR and AGAINST the proposal. Like Proposal 2, this proposal is subject to the NYSE Voting Requirement. Under the rules of the NYSE, abstentions will count as votes cast with respect to this matter; accordingly, abstentions will be included in determining whether the NYSE Voting Requirement has been achieved, but will have the same effect as votes AGAINST the proposal. Broker non-votes will not be counted as votes cast on this matter; accordingly, broker non-votes will make it more difficult for the NYSE Voting Requirement to be achieved (as they will not be included), but if the NYSE Voting Requirement is achieved, they will have no effect on the outcome of the vote.

Recommendation

Your Board believes that the increase in the number of shares of common stock available for issuance under the Alere Inc. 2001 Employee Stock Purchase Plan is in the best interest of our stockholders. **Accordingly, your Board of Directors unanimously recommends that you vote FOR the approval of the increase in the number of shares of common stock available for issuance under the 2001 Employee Stock Purchase Plan, on the proxy card or voting instruction form.**

Table of Contents

Proposal 4

Approval of a Proposal to Amend our Certificate of Incorporation to Allow Certain Stockholders to Call a Special Meeting

Introduction

Your Board is submitting for stockholder approval a proposal to amend our Amended and Restated Certificate of Incorporation to allow stockholders holding twenty-five percent (25%) of the total voting power of the outstanding shares of our common stock to call a special meeting of stockholders. We refer to this proposal as the Special Meeting Proposal. Our Board has unanimously recommended that stockholders vote in favor of the Special Meeting Proposal.

Our Amended and Restated Certificate of Incorporation and our Amended and Restated By-laws currently provide that a special meeting of stockholders may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the directors then in office. Your Board has determined that extending the right to call a special meeting of stockholders to stockholders having a significant economic interest in the Company is in the best interest of the stockholders of the Company. Organizing and preparing for a special meeting does, however, involve a significant commitment of management time and attention that may disrupt focus on other corporate priorities, and imposes substantial legal, administrative and distribution costs. Your Board believes that a special meeting of stockholders should only be held in special or extraordinary circumstances, dictated by fiduciary, strategic, significant transactional or similar considerations that should be addressed immediately and not delayed until the next annual meeting. Accordingly, your Board reviewed a number of factors, including historical trends in the make-up of our stockholders and the practices at publicly traded companies of comparable size to us, and concluded that establishing an ownership threshold of, and economic interest in, at least twenty-five percent (25%) of the total voting power of the outstanding shares of our common stock for stockholders to request a special meeting, together with certain procedural requirements that have been adopted by your Board as described further below, strikes an appropriate balance between enhancing the rights of stockholders and protecting against the risk that a small minority of stockholders will pursue special interests that are not in the best interests of our stockholders as a whole.

We will maintain our existing governance mechanisms which allow stockholders to submit proposals and concerns regardless of their level of stock ownership, and management and your Board will continue to review and respond to these communications.

Proposed Amendment to Certificate of Incorporation

Upon the recommendation of our Nominating and Corporate Governance Committee, your Board has unanimously approved, and recommends to the stockholders for approval, an amendment to our Amended and Restated Certificate of Incorporation to provide stockholders holding in the aggregate not less than twenty-five percent (25%) of the total voting power of the outstanding shares of our common stock, as calculated in accordance with our by-laws, the right to call a special meeting of stockholders.

Subject to stockholder approval of the Special Meeting Proposal, your Board has approved corresponding amendments to Sections 2 and 3 of Article I of our Amended and Restated By-laws setting forth procedural requirements with which stockholders must comply in order for our corporate secretary to call a special meeting at their request. The amendments to our by-laws do not require any stockholder action (other than approval of the Special Meeting Proposal). The text of amended Sections 2 and 3 contains details of the percentage of voting power calculation and various informational requirements, timing and other mechanisms that are intended to minimize the risk of potential abuse, cost and distraction that would result from multiple stockholder meetings being held in a short time period, or from multiple meetings being held to consider matters that have been substantially addressed in the recent past, that are slated to be substantially addressed in the near future or that are not properly within the scope of matters that may be acted on by stockholders. Among other procedural requirements, the amendments to our by-laws measure share ownership on a net long basis and require that stockholders have held the net long shares constituting at least twenty-five percent (25%) of the total voting power of our outstanding common stock for at least one (1) year prior to the

Table of Contents

date of the special meeting request. Generally, a stockholder s net long shares are defined to exclude shares as to which the stockholder does not have the right to vote or direct the vote or as to which the stockholder has entered into any derivative or similar arrangement that hedges or transfers the economic consequences of ownership of such shares. A stockholder s net long shares will be determined in good faith by your Board. The Amended and Restated By-laws will require that each stockholder participating in a request for a special meeting of stockholders will be required to sign the request and provide us with detailed information about, among other things, the stockholder s net long position in our common stock.

Approval of the Special Meeting Proposal will result in the amendment of Article V of our Amended and Restated Certificate of Incorporation as set forth in Appendix C, which is incorporated by reference in this proxy statement. We urge you to review Appendix C carefully because this summary may not contain all of the information about the Special Meeting Proposal that may be important to you. If the Special Meeting Proposal is not approved, the proposed changes to Article V of our Amended and Restated Certificate of Incorporation will not be adopted, and the related amendments to Sections 2 and 3 of Article I of our Amended and Restated

By-laws adopted by your Board will not become effective. A copy of the pending amendments to Sections 2 and 3 of Article I of our Amended and Restated By-laws is attached hereto as Appendix D. While you are not being asked to vote on the amendments to Sections 2 and 3 of our Amended and Restated By-laws, they are included for your reference because they set forth important procedural requirements relating to the ability of stockholders to request a special meeting of stockholders.

Vote Required

The affirmative vote of seventy-five percent (75%) of the shares of common stock outstanding on the record date is required to approve the Special Meeting Proposal. Votes may be cast for or against the Special Meeting Proposal or holders may abstain from voting; abstentions and broker non-votes will have the same effect as votes against the proposal.

Recommendation

Your Board believes that the Special Meeting Proposal is in the best interest of our stockholders. **Accordingly, your Board of Directors unanimously recommends that you vote FOR the Special Meeting Proposal on the proxy card or voting instruction form.**

Table of Contents

Proposal 5

Ratification of Selection of Independent Registered Public Accounting Firm

A primary responsibility of the Audit Committee is to select an independent registered public accounting firm for the fiscal year. Several factors go into this selection process, including the firm s historical and recent performance on similar projects, the firm s experience, client service, responsiveness, leadership, management structure, client and employee retention, compliance and ethics programs, appropriateness of fees charged and the firm s overall technical expertise. Based on all of these factors, the Audit Committee selected PricewaterhouseCoopers LLP, or PwC, to serve as our independent registered public accounting firm for the fiscal year ending December 31, 2014. Pursuant to this proposal, we are asking our stockholders to ratify this selection. PwC has been our independent registered public accounting firm since June 2010. Although stockholder ratification is not required by our by-laws or otherwise and has no binding effect on the Audit Committee, we are submitting the selection of PwC as our independent registered public accounting firm for the fiscal year ending December 31, 2014 to our stockholders for ratification as a matter of good corporate practice. If the selection is not ratified, the Audit Committee may consider whether another registered independent

public accounting firm is appropriate. Even if this selection is ratified, the Audit Committee may, in its discretion, direct the appointment of a different independent public accounting firm at any time during the year if it determines that such a change would be in our best interest.

Vote Required

The ratification of the selection of PwC as our independent registered public accounting firm for the fiscal year ending December 31, 2014 requires the affirmative vote of a majority of the votes properly cast FOR and AGAINST this proposal. In accordance with Delaware law and our by-laws, abstentions and broker non-votes will not be counted as votes cast on this matter and, accordingly, will have no effect on the outcome of the vote.

Recommendation

Your Board of Directors unanimously recommends that you vote FOR the ratification of the selection of PwC as our independent registered public accounting firm for the fiscal year ending December 31, 2014 on the proxy card or voting instruction form.

Proposal 6

Advisory Vote on Executive Compensation

Your Board is committed to excellence in governance. As part of that commitment, and pursuant to Section 14A of the Securities Exchange Act of 1934, as amended, your Board is providing our stockholders an opportunity to cast an advisory vote regarding the compensation paid to our named executive officers.

The Compensation Committee develops and implements executive compensation policies and plans that provide incentives intended to promote our long-term strategic plans and that are consistent with our culture and the overall goal of enhancing enduring stockholder value. Our compensation policies and plans are designed to attract, retain and motivate the talented and dedicated executives who are critical to achieving our goals of continued growth, innovation, increasing profitability, and ultimately maximizing stockholder value. At our 2013 annual meeting of stockholders, our stockholders overwhelmingly approved the compensation paid to our named executive officers for 2012; of the votes cast on the proposal (which exclude abstentions and broker non-votes), 98% was cast for approval. Aside from the option grants to key executives approved by our stockholders at the 2012 and 2013 annual meetings, our executive compensation program for our named executive officers who served in both 2013 and 2012 is substantially similar to the executive compensation program in place for those officers in 2012.

The Compensation Discussion and Analysis, beginning on page 34 of this proxy statement, describes our executive compensation program and the decisions made by the Compensation Committee with respect to 2013 in more detail.

Your Board believes that the compensation of our named executive officers for 2013 was established in a manner consistent with the best interests of our stockholders. Accordingly, we request that our stockholders approve the following resolution.

RESOLVED: That the compensation paid to our named executive officers, as disclosed pursuant to

Item 402 of Regulation S-K, including the Compensation Discussion and Analysis, the compensation tables, and the accompanying narrative disclosure in our proxy statement for the 2014 Annual Meeting of Stockholders, is hereby approved.

While this resolution is non-binding, your Board values the opinions that stockholders express in their votes and in other discussions. Your Board will consider the outcome of the vote and those opinions in making compensation decisions for the remainder of 2014 and beyond.

In 2011, we held a stockholder advisory vote on the frequency of stockholder advisory votes on executive compensation. A majority of the votes cast were cast in favor of holding stockholder advisory votes on executive compensation every year, and we decided to follow the will of the majority. Accordingly, the next stockholder advisory vote on executive compensation will occur at next year s annual meeting.

Vote Required

The approval of the non-binding proposal to approve the compensation of our named executive officers requires the affirmative vote of a majority of the votes properly cast FOR and AGAINST this proposal. Abstentions and broker non-votes will not be counted as votes cast on this matter and, accordingly, will have no effect on the outcome of the vote.

Recommendation

Your Board of Directors unanimously recommends that you vote FOR the approval of the compensation paid to our named executive officers, as disclosed pursuant to Item 402 of Regulation S-K, including the compensation discussion and analysis, the compensation tables and the accompanying narrative disclosure in the proxy statement, on the proxy card or voting instruction form.

Table of Contents

Information Regarding Nominees, Other Directors and Executive Officers

The following biographical descriptions set forth certain information with respect to our incumbent, continuing directors who are not up for election at this annual meeting and our current executive officers who are not directors. For biographical information regarding our directors who have been nominated for re-election at the 2014 Annual Meeting, see Proposal 1 Election of Directors beginning on page 9 of this proxy statement. This information has been furnished by the respective individuals.

Name	Age	Position
Namal Nawana	43	Interim Chief Executive Officer and President and Chief Operating Officer
David Teitel	50	Chief Financial Officer, Vice President and Treasurer
John Bridgen, Ph.D.	67	Senior Vice President, Business Development
Ellen Chiniara	55	Vice President, General Counsel, Chief Ethics and Compliance Officer and Secretary
Daniella Cramp	40	Global President, Cardiometabolic
Carla Flakne	60	Vice President, Chief Accounting Officer
Melissa Guerdan	40	Vice President, Global Quality and Regulatory Assurance
Robert Hargadon	57	Vice President, Global Human Resources
Craig Keyes, M.D.	58	Global President, Health Information Solutions
Nigel Lindner	57	Vice President, Research and Development
Sanjay Malkani	44	Global President, Toxicology
John O Rourke	52	Chief Information Officer
Avi Pelossof	51	Global President, Infectious Disease
Gregg J. Powers	51	Chairman of the Board
Regina Benjamin, M.D.	57	Director
Håkan Björklund, Ph.D.	58	Director
Carol R. Goldberg	83	Director
John F. Levy	67	Director
Stephen P. MacMillan	50	Director
Brian A. Markison	54	Director
Thomas McKillop, Ph.D.	71	Director
John A. Quelch, C.B.E., D.B.A.	62	Director
James Roosevelt, Jr.	68	Director

Directors Term Expiring 2015

Carol R. Goldberg has served on your Board since May 30, 2001. Ms. Goldberg served as a director of our predecessor company, Inverness Medical Technology, from August 1992 through November 2001, when that company was acquired by Johnson & Johnson. Since December 1989, she has served as President of The AVCAR Group, Ltd., an investment and management consulting firm in Boston, Massachusetts. Ms. Goldberg is Chairperson of your Board s Compensation Committee. As the former President and Chief Operating Officer of Stop & Shop Companies, Inc., Ms. Goldberg brings a wealth of financial, marketing and consumer expertise to your Board.

James Roosevelt, Jr. joined your Board on February 6, 2009. Mr. Roosevelt has served as the Chief Executive Officer of Tufts Health Plan since 2005 and served as the President of Tufts Health Plan from 2005 until September 2013. From 1999 to 2005, Mr. Roosevelt was Senior Vice President and General Counsel of Tufts Health Plan. Mr. Roosevelt also serves as Co-Chair of the Rules and By-laws Committee of the Democratic

Table of Contents

National Committee, Co-Chair of the board of directors for the Tufts Health Care Institute, and a member of the board of directors of America s Health Insurance Plans. Mr. Roosevelt is a member of your Board s Nominating and Corporate Governance Committee. Mr. Roosevelt brings to your Board extensive senior management, policy-making and financial experience within the health insurance industry, which includes important customers of your Company and is a driving force behind the demand for control of healthcare costs, which is reshaping the diagnostic and health management industries in which we operate.

Executive Officers Who Are Not Directors

Namal Nawana joined us as Chief Operating Officer in December 2012 and was appointed Interim Chief Executive Officer and President in June 2014. Before coming to Alere, Mr. Nawana spent 15 years at Johnson & Johnson in various leadership roles. Most recently, he served as the Worldwide President of DePuy Synthes Spine, a Johnson & Johnson company, where he managed global operations from February 2011 to November 2012. Prior to that, Mr. Nawana served as Area Vice President for Johnson & Johnson Medical s operations in Australia and New Zealand from January 2009 to February 2011, Chairman of the DePuy Asia Pacific Franchise Council, General Manager for DePuy Australia from 2007 to December 2008 and General Manager for DePuy Canada from 2004 to 2007. Mr. Nawana holds a Masters of Medical Science from the University of Adelaide and an MBA from the Henley Business School.

David Teitel has served as our Chief Financial Officer, Vice President and Treasurer since December 2006. Mr. Teitel has over 25 years of public and private company finance experience, including nine years of audit experience at Arthur Andersen and senior financial positions with Thermo Electron Corp., which is now Thermo Fisher Scientific Inc. and Deknatel Snowden Pencer, Inc., a manufacturer of specialty surgical instruments. Mr. Teitel joined your Company in December 2003 as Director of Finance Operations and assumed the title Vice President, Finance in December 2004.

John Bridgen, Ph.D. has served as Senior Vice President, Business Development since July 2010, after serving as your Vice President, Business Development from June 2006 to July 2010. He served as your Vice President, Strategy from September 2005 to June 2006. Dr. Bridgen joined your Company in September 2002, upon our acquisition of Wampole Laboratories, LLC. Dr. Bridgen served as President of Wampole from August 1984 until September 2005. Prior to joining Wampole, Dr. Bridgen had global sales and marketing responsibility for the hematology and immunology business units of Ortho Diagnostic Systems Inc., a Johnson & Johnson company.

Ellen Chiniara serves as Vice President, General Counsel, Chief Ethics and Compliance Officer and Secretary and is responsible for managing legal matters for your Company. Ms. Chiniara joined your Company in October 2006 as General Counsel, Professional Diagnostics and Assistant Secretary and became your Vice President and General Counsel in May 2007, Secretary in May 2010 and Chief Ethics and Compliance Officer in June 2014. From 2002 to 2006, Ms. Chiniara was Associate General Counsel, Neurology of Serono, Inc., a biopharmaceutical company. Previously, she served as General Counsel to a healthcare venture capital fund and a healthcare management services organization, where she also was Chief Operating Officer of its clinical trial site management division. From 1994 to 1997, Ms. Chiniara was Assistant General Counsel at Value Health, a specialty managed healthcare company where she focused on disease management and healthcare information technology. Prior to 1994, Ms. Chiniara was a partner with Hale and Dorr (now WilmerHale).

Daniella Cramp has served as Global President of our cardiometabolic business unit since January 2014. In this role she focuses on diagnostic products primarily marketed into hospitals and our cardiovascular and diabetes diagnostics and health management solutions. Previously, Ms. Cramp served as Global President of our chronic care business unit from March 2013 to January 2014 and as the Vice President of our cardiovascular business unit from September 2007 to March 2013. Ms. Cramp joined your Company in June 2007 upon our acquisition of Biosite Incorporated. Ms. Cramp served as the director of marketing for Biosite from 2004 to 2007. Prior to that, Ms. Cramp was the director of Biosite s physician office segment where she initiated Biosite s entry into the outpatient setting with its diagnostic platform, Triage. Ms. Cramp also served as the product director for the launch of the Triage BNP Test, the world s first blood test for heart failure diagnosis.

Prior to joining Biosite, Ms. Cramp worked in the pharmaceutical industry for Astra Merck and later AstraZeneca from 1994 to 2000 in various sales and marketing roles supporting cardiovascular and gastrointestinal pharmaceutical products.

Carla Flakne has served as Vice President, Chief Accounting Officer since August 2013 and is responsible for overseeing our accounting operations and financial reporting. Ms. Flakne joined your Company as Corporate Controller in November 2005 and became Vice President, Corporate Controller in December 2006. She has over 26 years of public and private company financial accounting experience, including six years of experience at a public accounting firm. Ms. Flakne was Corporate Controller for NaviSite, Inc. and Signal Technology Corporation prior to joining Alere and previously held various finance and accounting positions of increasing responsibility with PictureTel Corporation and AMP Incorporated. Ms. Flakne is a Certified Public Accountant.

Melissa Guerdan has served as Vice President, Global Quality and Regulatory since October 2013. She joined your Company in August 2012 as Vice President, Global Quality Assurance. Prior to coming to your Company, Ms. Guerdan was Vice President of Quality Operations for Covidien s Pharmaceuticals business from March 2008 to August 2012. In this capacity, she was responsible for leading quality and compliance across 11 global manufacturing facilities producing and distributing products ranging from urological imaging systems, contrast media/delivery systems, nuclear medicine products, and specialty generic pharmaceuticals. Prior to that, Ms. Guerdan served as Director of Quality for Baxter s Renal and Medication Delivery businesses from 2004 to 2008. In addition to these key leadership roles, Ms. Guerdan also held various quality positions at Pfizer and Aventis Behring.

Robert Hargadon joined us as Vice President, Global Human Resources, formerly referred to as Global Culture and Performance, in October 2010. He has over 30 years of experience in human resources, leadership and organization development. Mr. Hargadon served as Vice President, Human Resources at drugstore.com, an online pharmacy, from November 2006 through October 2010. Prior to that, Mr. Hargadon was General Manager, Corporate Learning and Development at Microsoft from September 2005 to April 2006 and held various human resources leadership positions at Boston Scientific Corporation, a medical device manufacturer, from 1997 to 2005, including Vice President of International Human Resources and Vice President, Leadership Development from September 1997 to June 2005. Mr. Hargadon served as Vice President, Learning and Development at Fidelity Investments from 1993 to 1997. Mr. Hargadon also had 15 years of experience with the consulting firms Novations Group, Inc. and Harbridge House, which was acquired by PricewaterhouseCoopers LLP.

Craig Keyes, M.D. has served as Global President, Alere Health Information Solutions since August 2013. From October 2012 until August 2013 he served as President of Alere Health Management. Dr. Keyes joined your Company in March 2011 as Executive Vice President and Chief Medical Officer and served in these roles until October 2012. A lifelong advocate of health and well-being, in July 2008 Dr. Keyes founded SportXcel, a youth sports performance and adult fitness enterprise in Colorado, which provides both commercial and charitable research-based fitness, conditioning and injury-prevention programs for youth, adults, seniors and elite athletes. Dr. Keyes continued as Chief Executive Officer of SportXcel until March 2011. Prior to his tenure at SportXcel, Dr. Keyes held senior executive positions over a 10-year span with UnitedHealthcare from September 1998 to July 2008, including President and CEO-New York from 2001 to 2004, President and CEO-Colorado/New Mexico from 2004 to 2007, National SVP of Mid-Market Sales from 2007 to 2008, and Chief Medical Officer of the 16 markets in the North Division from 2002 to 2003. From 1996 to 2002, Dr. Keyes also served as a Physician Surveyor for the National Committee for Quality Assurance and from 1992 to 1994 as Medical Director for IPRO, a nationally recognized healthcare assessment and improvement organization. Dr. Keyes began his career in the practice of medicine serving under-insured and un-insured people with HIV/AIDS in New York City.

Nigel Lindner, Ph.D. has served as our Vice President, Research and Development since December 2011. From April 2009 to November 2011, Dr. Lindner served as Chief Executive Officer of SPD Swiss Precision Diagnostics GmbH, our 50/50 joint venture with Procter & Gamble. Dr. Lindner joined your Company in June 2007 as Global Strategic Business Unit Manager for our Women and Children s Health business, a position he held until March 2009. Prior to joining your Company, Dr. Lindner had a long career with Unilever, a leading

supplier of food, home and personal care products, where he held various senior research and development positions in their Foods and Chemicals businesses where he focused on strategic development and delivery of innovation from initial concept to full commercialization.

Sanjay Malkani has served as Global President, Toxicology since February 2013. Previously, he led our Global Toxicology unit as Vice President and has been directly responsible for that unit s primary US and European operations since January 2011. Mr. Malkani joined your Company as Vice President of the Toxicology Strategic Business Unit in February 2008, with responsibility for the Global Toxicology growth strategy and direct management of the US Toxicology operations. Mr. Malkani joined us from Roche Diagnostics, Inc., where he served as Vice President of Marketing for US Point-of-Care Diagnostics during 2006 to 2007, Vice President of Marketing for US Diabetes Care Hospital in 2005, and held various successive sales and marketing roles in the U.S. Diabetes Care business between 2001 and 2005. Prior to 2001, Mr. Malkani held various commercial positions at The Cambridge Group, Inc. and several start-up technology companies. Prior to completing his MBA at the Kellogg Graduate School of Management, Mr. Malkani held several sales positions at The Dow Chemical Company, Inc., where he started his career in 1991.

John O Rourke joined your Company as Chief Information Officer in February 2013. An entrepreneur, Mr. O Rourke has over 24 years running his own businesses, specializing in international information technology and business performance transformation. From April 2001 until February 2010, Mr. O Rourke was founder and Chief Executive Officer of Catalise PLC and led a variety of significant international engagements with several businesses, including EDF Energy, HP and DPWN/DHL, where he led the creation of their European information technology shared services organization. During this time, Mr. O Rourke also developed specialization in financial shared services, airline restructuring and pre-and-post-acquisition due diligence and integration for major corporations and for private equity. In March 2010, Mr. O Rourke co-founded his next venture, Genysys Ltd, where he continued to provide M&A advisory services to private equity investors and provided strategic information technology and business advisory services to large corporations, such as DSM Life Sciences, Nokia and The Energy Saving Trust.

Avi Pelossof was appointed Global President of our infectious disease business unit in March 2013, after serving as Vice President of our infectious disease business unit from February 2008 to February 2013. Mr. Pelossof joined your Company as Vice President, Blood-Borne Pathogens in January 2007 and served in that role until January 2008. Mr. Pelossof has more than 20 years of experience in diagnostics, global health and international finance, including senior roles at Chembio Diagnostic Systems, Inc., a manufacturer of diagnostic tests for infectious diseases, and Citigroup.

Table of Contents

Principal Stockholders

The following table furnishes information as to shares of our common stock beneficially owned by:

- each person or entity known by us to beneficially own more than five percent of our common stock;
- each of our directors;
- each of our named executive officers (as defined in Compensation Discussion and Analysis beginning on page 34); and
- all of our current directors and executive officers as a group.

Unless otherwise stated, beneficial ownership is calculated as of June 20, 2014. For the purpose of this table, a person, group or entity is deemed to have beneficial ownership of any shares that such person, group or entity has the right to acquire within 60 days after such date through the exercise of options or warrants.

Security Ownership of Certain Beneficial Owners and Management

	Common Stock	
Name and Address of Beneficial Owner(1)	**Amount and Nature of Beneficial Ownership(2)**	**Percent of Class(3)**
EdgePoint Investment Group Inc. (4)	7,319,009	8.84%
FMR LLC (5)	6,438,292	7.78%
Invesco Ltd. (6)	5,743,159	6.94%
Manning & Napier Advisors, LLC (7)	4,824,992	5.83%
Ron Zwanziger (8)	4,338,343	5.19%
The Vanguard Group (9)	4,167,957	5.04%
David Scott, Ph.D. (10)	835,989	1.01%
Jerry McAleer, Ph.D. (11)	602,919	*
John F. Levy (12)	275,457	*
Gregg J. Powers (13)	198,080	*
Carol R. Goldberg (14)	175,058	*
John A. Quelch, C.B.E., D.B.A.(15)	119,078	*
David Teitel (16)	101,387	*
James Roosevelt, Jr. (17)	75,495	*
Namal Nawana (18)	56,672	*
Regina Benjamin, M.D. (19)	8,177	*
Håkan Björklund, Ph.D. (20)	16,240	*
Stephen MacMillan (21)	16,240	*
Brian Markison (22)	16,240	*
Thomas McKillop, Ph.D. (23)	16,240	*
All current executive officers and directors (23 persons)(24)	1,786,673	2.13%

* Represents less than 1%

(1) The address of each director or executive officer (and any related persons or entities) is c/o the Company at its principal office.

(2) Unless otherwise indicated, the stockholders identified in this table have sole voting and dispositive power with respect to the shares beneficially owned by them.

(3) The number of shares outstanding used in calculating the percentage for each person, group or entity listed includes the number of shares underlying options, warrants and convertible securities held by such person, group, or entity that were exercisable within 60 days after June 20, 2014, but excludes shares of stock underlying options, warrants and convertible securities held by any other person, group or entity.

Table of Contents

(4) This information is based on information contained in a Schedule 13G/A filed with the SEC on January 28, 2014 by EdgePoint Investment Group Inc., Cymbria Corporation, EdgePoint Canadian Growth & Income Portfolio, EdgePoint Canadian Portfolio, EdgePoint Global Growth & Income Portfolio, EdgePoint Global Portfolio and St. James s Place Global Equity Unit Trust, which reported that they had shared voting and dispositive power with respect to 7,319,009, 716,339, 406,133, 396,195, 950,299, 2,897,111 and 1,952,932 shares, respectively. The address provided therein for these reporting persons is 150 Bloor Street West, Suite 500, Toronto, Ontario M5S 2X9, Canada.

(5) This information is based on information contained in a Schedule 13G/A filed with the SEC on February 14, 2014 by FMR LLC and Edward C. Johnson III. Each of FMR LLC and Mr. Johnson reported that it or he has (i) in the case of FMR LLC only, sole voting power with respect to 967,133 shares and (ii) sole dispositive power with respect to 6,438,292 shares. Of the shares reported, 2,388,910 shares of common stock are potentially issuable upon conversion of Series B convertible preferred stock and 704,866 shares of common stock are issuable upon conversion of $31,000,000 of principal amount of Alere Inc. 3.0% convertible notes. The address provided therein for FMR LCC and Mr. Johnson is 245 Summer Street, Boston, MA 02210.

(6) This information is based on information contained in a Schedule 13G/A filed with the SEC on February 4, 2014 by Invesco Ltd. Invesco Ltd. reported that it has (i) sole voting power with respect to 5,740,559 shares and (ii) sole dispositive power with respect to 5,743,159 shares. The address provided therein for Invesco Ltd. is 1555 Peachtree Street NE; Atlanta, GA 30309.

(7) This information is based on information contained in a Schedule 13G/A filed with the SEC on February 3, 2014 by Manning & Napier Advisors, LLC. Manning & Napier Advisors, LLC reported that it has (i) sole voting power with respect to 3,611,272 shares and (ii) sole dispositive power with respect to 4,824,992 shares. The address provided therein for Manning & Napier Advisors, LLC is 290 Woodcliff Drive, Fairport, NY 14450.

(8) Consists of 3,515,843 shares of common stock and 822,500 shares of common stock underlying options exercisable within 60 days from June 20, 2014. Of the shares attributed to Mr. Zwanziger, 224,276 shares of common stock are owned by Orit Goldstein as Trustee of the Zwanziger Family 2004 Irrevocable Trust, 472,193 shares owned by Zwanziger Family 2012 Irrevocable Trust, 122,186 shares owned by the Zwanziger Family 2009 Irrevocable Trust and 1,806,696 shares of common stock are owned by Zwanziger Family Ventures, LLC, a limited liability company managed by Mr. Zwanziger and his spouse. Of the other shares attributed to him, Mr. Zwanziger disclaims beneficial ownership of (i) 2,600 shares owned by his wife, Janet M. Zwanziger, (ii) 9,450 shares owned by the Zwanziger Goldstein Foundation, a charitable foundation for which Mr. Zwanziger and his spouse serve as directors, (iii) 580,201 shares owned by Ron Zwanziger as Trustee of the Zwanziger 2004 Revocable Trust and (iv) 191,830 shares owned by Orit Goldstein as the Trustee of the Zwanziger Family Trust. Does not include 36,380 shares of common stock potentially acquirable by the Zwanziger Family Trust upon conversion of 3% senior subordinated notes at a conversion price of $43.98 per share. Mr. Zwanziger s address is 148 Dartmouth Street, West Newton, MA 02465.

(9) This information is based on information contained in a Schedule 13G filed with the SEC on February 10, 2014 by The Vanguard Group. The Vanguard Group reported that it has (i) sole voting power with respect to 46,949 shares, (ii) sole dispositive power with respect to 4,124,608 shares and (iii) shared dispositive power with respect to 43,349 shares. The address provided therein for The Vanguard Group is 100 Vanguard Blvd, Malvern, PA 19355.

(10) Consists of 477,239 shares of common stock and 358,750 shares of common stock underlying options exercisable within 60 days from June 20, 2014. Dr. Scott s address is 68 Newland Mill, Whitney OX28 3SZ, United Kingdom.

(11) Consists of 300,419 shares of common stock and 302,500 shares of common stock underlying options exercisable within 60 days from June 20, 2014. Dr. McAleer s address is Whitehall, Minister Lovell, Oxon OX29 0RU, United Kingdom.

(12)

Consists of 155,693 shares of common stock, and 119,764 shares of common stock underlying options exercisable within 60 days from June 20, 2014. Includes 1,007 shares of common stock owned by a charitable remainder unitrust of which Mr. Levy disclaims beneficial ownership.

(13) Consists of 46,000 shares of common stock owned directly by Mr. Powers, 140,050 shares of common stock owned by clients of Private Capital Management, L.P. (PCM), of which Mr. Powers is Chairman and Chief Executive Officer and has trading authority, and 12,030 shares of common stock underlying options exercisable within 60 days from June 20, 2014. Mr. Powers disclaims beneficial ownership of the common shares owned by the clients of PCM.

(14) Consists of 86,295 shares of common stock and 88,763 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(15) Consists of 9,780 shares of common stock and 109,298 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(16) Consists of 4,796 shares of common stock and 96,591 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(17) Consists of 4,444 shares of common stock and 71,051 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(18) Consists of 903 shares of common stock and 55,769 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(19) Consists of 8,177 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(20) Consists of 16,240 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(21) Consists of 16,240 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(22) Consists of 16,240 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(23) Consists of 16,240 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

(24) Consists of 484,508 shares of common stock and 1,302,165 shares of common stock underlying options exercisable within 60 days from June 20, 2014.

In addition, as of June 20, 2014, the Zwanziger Family Trust, a trust for the benefit of Mr. Zwanziger s children and the trustee of which is Mr. Zwanziger s sister, owns 11,078 shares of our Series B preferred stock. The shares of Series B preferred stock owned by the Zwanziger Family Trust represents less than 1% of the outstanding shares of the Series B preferred stock. Mr. Zwanziger disclaims beneficial ownership of the Series B preferred stock owned by the Zwanziger Family Trust. As of June 20, 2014, Mr. Powers directly owns 18,608 shares of our Series B preferred stock. Additionally, as of June 20, 2014, clients of PCM, of which Mr. Powers is Chairman and Chief Executive Officer and has trading authority, owns 3,257 shares of our Series B preferred stock. Mr. Powers disclaims beneficial ownership of the Series B preferred stock owned by the clients of PCM. We are not aware that any of our directors or executive officers beneficially owns any other shares of Series B preferred stock.

33

Table of Contents

Compensation Discussion and Analysis

This Compensation Discussion and Analysis discusses the compensation paid to our named executive officers. Based on 2013 total compensation, our named executive officers are:

- Ron Zwanziger, former President and Chief Executive Officer, or our CEO;
- Dave Teitel, Chief Financial Officer, Vice President and Treasurer, or our CFO;
- Namal Nawana, Interim Chief Executive Officer and President and Chief Operating Officer, or our COO;
- David Scott, Ph.D., former Chief Scientific Officer; and
- Jerry McAleer, Ph.D., former Senior Vice President, Research and Development.

For purposes of this Compensation Discussion and Analysis, we refer to Mr. Zwanziger, Dr. Scott and Dr. McAleer as our founding executives. Mr. Zwanziger and Drs. Scott and McAleer resigned from the Company on June 30, 2014.

Philosophy and Objectives

The objective of our executive compensation program for 2013 was to attract, retain and motivate the talented and dedicated executives who were critical to our goals of continued growth, innovation, increasing profitability and, ultimately, maximizing stockholder value. Specifically, we sought to attract and reward executives who displayed certain fundamental leadership characteristics that we had identified as consistent with our corporate goals and culture. For our founding executives, we focused on stock-based awards designed to reward performance against long-term strategic objectives, combined with competitive base cash compensation and a broad-based benefits program. We provided our other named executive officers, as well as a broad group of executives whom we believe to be critical to achievement of our strategic goals, with what we believed to be a competitive total compensation package, consisting primarily of base cash compensation, performance-based incentive compensation packages, including both equity and cash components, and a broad-based benefits program.

Our 2013 compensation program was designed to reward each executive s individual performance by considering generally their past and potential

contributions to our achievement of key strategic goals, such as revenue generation, organic growth, margin improvement and the establishment and maintenance of key strategic relationships. These factors were considered, along with other factors, in assessing base cash compensation and, for executives other than the founding executives, to determine whether the performance-based incentive compensation awards would be granted to each executive. Our 2013 executive compensation program aimed to provide a risk-balanced compensation package which was competitive in our market sector and, more importantly, relevant to the individual executive. In addition, in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, at our 2013 annual meeting of stockholders, we submitted a non-binding, advisory proposal to our stockholders to approve the compensation paid to our named executive officers. Ninety-eight percent of our stockholders who cast votes with respect to that proposal supported our executive compensation practices, as set forth in our 2013 proxy statement. Our Compensation Committee interpreted the results of this advisory vote as a strong affirmation of our executive compensation practices. Given that our Compensation Committee implemented our executive compensation program for 2013 before the date of our 2013 annual meeting of stockholders, the Compensation Committee could not have considered the results of this advisory vote in establishing our executive compensation program for 2013. However, the Compensation Committee was aware of the results of the advisory vote at the time it assessed achievement of the performance goals established as part of our 2013 executive compensation program, which are described in more detail below.

Our policy for allocating between base cash compensation and incentive compensation for 2013 was to ensure adequate base compensation to attract and retain personnel, while providing incentives to maximize value for our Company and our stockholders. For 2013, we provided (i) base cash compensation to meet competitive cash compensation norms and (ii) with respect to our founding executives, stockholder approved, stock-based awards designed to reward performance against long-term strategic objectives, and with respect to our other executives, performance-based compensation that included the potential to earn cash-based and stock-based awards to reward the executives for superior performance against annual

strategic targets and long-term stock price appreciation. Our Compensation Committee believed that this compensation structure would appropriately focus our executives attention on achievement of our stated corporate objectives and long-term stock price appreciation.

Executive Compensation Process

The compensation of our named executive officers, as well as our other executive officers, has been reviewed by our Compensation Committee at least annually for consistency with our compensation philosophy and objectives. Our management, including our CEO, has participated in this review by making its own recommendations as to the base cash compensation and performance-based compensation of our executive officers to the Compensation Committee. The Compensation Committee has considered the recommendations of management in assessing executive compensation, but from time to time it has also gathered and relied on other data and resources, and from time to time has utilized the services of a compensation consultant in reviewing and determining executive compensation.

In reviewing executive compensation during 2013, the Compensation Committee and management considered the practices of companies of similar size, geographic location and market focus. For this purpose, management and the Compensation Committee utilized the 2012 Radford Global Life Sciences Survey, or the 2012 Radford Survey, which provided comprehensive baseline compensation data on positions at the executive, management and professional levels, including base cash compensation, total cash compensation, options and other equity compensation, for almost 700 multinational life sciences companies. While benchmarking may not always be appropriate as a stand-alone tool for setting compensation due to the aspects of our business and objectives that may be unique to us, we generally believe that gathering this compensation information is an important part of our compensation-related decision-making process.

During 2013, the Compensation Committee also engaged a compensation consultant, Radford, an Aon Hewitt company, to assist the committee in assessing total compensation of our founding executives and Mr. Nawana. As part of its engagement, Radford assisted the Compensation Committee in reviewing the compensation paid by the peer group of companies used by our Compensation Committee in assessing the competitiveness of the compensation of

our founding executives. The peer group selected by the Compensation Committee for purposes of evaluating compensation of the founding executives and Mr. Nawana consisted of eighteen publicly-traded companies in a similar industry and with similar revenues and market capitalizations. Two companies that were included in our peer group for 2012, Beckman Coulter, Inc. and RehabCare Group, Inc., were not included in our peer group for 2013 because they were no longer publicly-traded. Of the peer group companies, 22% were health management companies and 78% were diagnostics/medical equipment companies.

Specifically, the peer group consisted of the following companies:

Becton Dickinson and Company

Bio-Rad Laboratories, Inc.

Catalyst Health Solutions, Inc.

C.R. Bard, Inc.

Edwards Lifesciences LLC

Gen-Probe Incorporated

Healthways, Inc.

Hologic, Inc.

Hospira, Inc.

IDEXX Laboratories, Inc.

Laboratory Corporation of America Holdings

Life Technologies Corporation

Lincare Holdings, Inc.

Myriad Genetics, Inc.

PerkinElmer, Inc.

ResMed Inc.

St. Jude Medical, Inc.

Varian Medical Systems, Inc.

In 2013, we continued our Annual Executive Incentive Compensation Process, or the Annual Incentive Process, pursuant to which we offered annual performance-based incentive compensation packages under which a broad group of executives and managers worldwide, other than our founding executives, were eligible to receive stock-based awards, consisting of performance options, and cash awards based on the achievement of stated performance conditions. Mr. Nawana and Mr. Teitel

participated in the Annual Incentive Process during 2013. The performance options granted as part of the 2013 Annual Incentive Process have an exercise price of $25.68 per share representing the closing price for the Company s common stock on the date of grant, April 30, 2013. The performance options will vest over four years in equal annual installments commencing one year from the grant date, subject to satisfaction of a number of corporate and, in some cases, business-level performance criteria applicable to calendar year 2013 performance. The performance criteria for the performance options were consistent with the definition of performance criteria set forth in our 2010 Stock Option and Incentive Plan and included an earnings per share target, an organic growth target and, in the case of certain executive officers, a return on invested capital target, as well as other performance criteria which vary from individual to individual. In the case of performance options for which some, but not all, of the performance criteria were satisfied, the Compensation Committee retained the discretion to permit a reduced number of the options to vest. The performance options have a term of ten years from the date of grant. The Compensation Committee also granted a contingent, performance-based cash award, or a Cash Award, to each executive and manager who received a performance option. Each Cash Award entitles the recipient to receive a cash payment equal to the appreciation, if any, of our stock price during 2013 multiplied by the number of shares subject to the performance options granted to that person for which the 2013 performance criteria were achieved and are payable in two equal annual installments commencing one year from the grant date.

Our Annual Incentive Process is not intended to preclude the Compensation Committee from making equity or other awards outside of this process in appropriate circumstances, and the process is expected to evolve from year to year. In particular, the Compensation Committee expects to continue to make grants under our stockholder-approved stock option and incentive plans, or our Option Plans, outside of the Annual Incentive Process in connection with changes in responsibility, significant accomplishments, new hires and in other appropriate circumstances.

In determining each component of an executive s compensation under our processes,

numerous factors particular to the executive were considered, including:

- The executive s particular background, including prior relevant work experience;
- The demand for individuals with the executive s specific expertise and experience;
- The executive s role with us and the compensation paid to similar persons determined through benchmark studies;
- The executive s performance and contribution to our achievement of corporate goals and objectives; and
- Comparison to our other executives.

Elements of Compensation

For 2013, executive compensation consisted of the following elements:

Base Cash Compensation. Base cash compensation was established based on the factors discussed above. We sought to ensure that the base cash compensation of our executives would be competitive by targeting annual base salary for a particular individual near the average of the range of annual cash compensation (base cash compensation plus annual non-equity incentive compensation) for executives in similar positions with similar responsibilities at comparable companies. Other elements of compensation, including past and present grants of stock-based awards, were also considered. The Compensation Committee believed that competitive base cash compensation was necessary to attract and retain a management team with the requisite skills to lead the Company. In 2013, based on its analysis of our salary objectives, the various factors discussed above, the 2012 Radford Survey and updated Radford benchmarking and other analysis and input from Radford, and considering the total compensation of our named executive officers, the annual base salary paid to Mr. Zwanziger, Dr. Scott, Dr. McAleer and Mr. Teitel was increased from $900,000, £351,750, £326,625 (or approximately $550,232 and $510,930, based on the average exchange rate for 2013) and $400,000, respectively, to $975,000, £381,065, £353,846 (or approximately $596,089 and $553,511, based on the average exchange rate for 2013) and $412,000, respectively. In approving the base salary increases for each of these named executive officers, the Compensation Committee considered an analysis of

total compensation for comparable executives. In comparing total cash compensation of our founding executives to total cash compensation of comparable executives, the Compensation Committee considered the fact that, unlike most comparable executives, the founding executives receive no cash bonus or other non-equity incentive compensation. The Compensation Committee also considered each individual s background, expertise and experience, and individual performance and past contributions to our overall goals and objectives. While many of these factors are subjective measures, and are not based on any stated quantified objectives, they played an important role in the Compensation Committee s decision-making process. These subjective factors were considered in the aggregate and, accordingly, no specific factor played a greater role in determining the base salary increases.

Stock Options and Stock-based Awards. For 2013, our Compensation Committee believed that the use of stock options and other stock-based awards would continue to offer the best approach to achieving our long-term compensation goals. Consistent with this belief, our Option Plans were established to provide certain of our employees, including our executive officers, with incentives to help align their interests with the interests of stockholders and with our long-term success. While our Option Plans allow our Compensation Committee to grant different types of stock-based awards, we have relied exclusively on stock options to provide equity incentive compensation to our executive officers, other than one restricted stock grant made to Mr. Zwanziger in 2001 and one restricted stock grant made to Mr. Nawana at the time of his hiring in December 2012. Stock options granted to our executive officers have historically had an exercise price equal to the fair market value of our common stock on the grant date, except for certain grants of options to our founding executives in July 2008, February 2010, July 2012 and August 2013 that had exercise prices above the fair market value of our common stock on the grant date. Our stock options have typically vested 25% per annum based upon continued employment over a four-year period, and generally have had terms expiring ten years after the date of grant. Stock option grants to our executive officers have been made in connection with the commencement of employment, in conjunction with an annual review of total compensation and, occasionally, following a significant change in job responsibilities or to meet other special retention or

performance objectives. While our Compensation Committee expects to continue to grant stock options on an ad hoc basis as circumstances warrant (consistent with the granting policy described below), in the future we expect that stock option awards will primarily be granted to our named executive officers, other than our founding executives, as part of the Annual Incentive Process. Proposals to grant stock options to our executive officers in 2013, including those made in connection with the Annual Incentive Process, were made by our CEO to the Compensation Committee. With respect to proposals for grants made to our executive officers in 2013, the Compensation Committee reviewed consultant reports, as discussed above, individual performance, the executive s existing compensation and other retention considerations. The Compensation Committee considered the estimated Black-Scholes valuation of each proposed stock option grant for each founding executive in determining the number of options subject to each grant in 2013. Generally, 2013 stock option grants for each named executive officer were based on the factors discussed above and were intended to be valued near the average of the range of the value of long-term incentive awards for executives in similar positions with similar responsibilities at comparable companies, although other elements of compensation, including salary, were also considered.

Generally, stock option grants to executive officers have been made in conjunction with meetings of our Board of Directors. In 2013, other than grants made to the founding executives which were approved by our shareholders, grants were made by our Board in accordance with its previously adopted stock option granting policy, which includes the following elements:

Options to purchase shares of our common stock shall be granted effective as of the last calendar day of the following months: February, April, June, August, October and December (each such date, a Grant Date).

For each employee (or prospective employee) that is not (or, upon hire, will not be) subject to Section 16 of the Exchange Act, the CEO shall have the authority to grant, in his sole discretion, an option or options to purchase up to an aggregate of 5,000 shares of common stock (on an annual basis); provided, however, that the total number of shares of common stock underlying such option grants shall not exceed 150,000 per calendar year.

Grants of options to existing employees, shall be effective as of, and the grant date thereof shall for all purposes be deemed to be, the Grant Date following the date of approval (except that any grants subject to stockholder approval shall be effective as of the date of stockholder approval).

Options approved for new hires, including those hired through acquisitions, shall be effective as of, and the grant date thereof shall for all purposes be deemed to be, the Grant Date following the later of (i) the date of such approval or (ii) the date on which the new hire s employment commences.

For 2013, Mr. Teitel participated in the Annual Incentive Process and was awarded a performance-based compensation package based upon 12,500 shares of our common stock, consisting of stock options and a Cash Award. There were numerous performance conditions applicable to the awards to Mr. Teitel, all of which had to be satisfied in order for the awards to vest in full. These performance conditions included corporate goals consisting of a threshold and target for earnings per share in 2013 of $2.30 and $2.40, respectively, a threshold and target for organic growth in 2013 of 3.5% and 4.5%, respectively, and a threshold and target for return on invested capital in 2013 of 11.0% and 11.8%, respectively, and individual goals, which included $10 million of savings related to consolidation, as well as the Compensation Committee s subjective evaluation of Mr. Teitel s performance during 2013. The Compensation Committee determined that the corporate performance goals were met at the 93% level and that Mr. Teitel s individual performance goals were met at the 80% level. As a result, Mr. Teitel s performance-based option earned was the equivalent of 11,288 shares of our common stock, and the Cash Award granted to Mr. Teitel became payable in an aggregate amount equal to $196,772 which, subject to Mr. Teitel s continued employment with us, will be paid in two equal annual installments beginning in May 2014.

For 2013, Mr. Nawana participated in the Annual Incentive Process and was awarded a performance-based compensation package based upon 25,000 shares of our common stock, consisting of stock options and a Cash Award. There were numerous performance conditions applicable to the awards to Mr. Nawana, all of which had to be satisfied in order for the awards to vest in full. These

performance conditions included corporate goals consisting of a threshold and target for earnings per share in 2013 of $2.30 and $2.40, respectively, a threshold and target for organic growth in 2013 of 3.5% and 4.5%, respectively, and a threshold and target for return on invested capital in 2013 of 11.0% and 11.8%, respectively, and individual goals, which included $10 million of savings related to consolidation, as well as the Compensation Committee s subjective evaluation of Mr. Nawana s performance during 2013. The Compensation Committee determined that the corporate performance goals were met at the 93% level and that Mr. Nawana s individual performance goals were met at the 90% level. As a result, Mr. Nawana s performance-based option earned was the equivalent of 23,077 shares of our common stock, and the Cash Award granted to Mr. Nawana became payable in an aggregate amount equal to $402,278 which, subject to Mr. Nawana s continued employment with us, will be paid in two equal annual installments beginning in May 2014.

For 2013, our Compensation Committee decided that our founding executives should receive stock options only if the grant of those options were specifically approved by our stockholders. At our annual meeting of stockholders in August 2013, our stockholders approved the grant to Mr. Zwanziger, Dr. Scott and Dr. McAleer of options to purchase 490,000, 175,000 and 150,000 shares, respectively. While the closing price of our common stock on the date of grant was $33.00, these options were granted with a premium exercise price of $50.00. Due to the premium exercise price and the fact that the price of our common stock would need to increase more than 50% in order for these option grants to be in the money, the Board and Compensation Committee considered these grants to be stronger incentives for the generation and maintenance of long-term appreciation of our stock price than standard options grants and in the best interest of our stockholders. More than 95% of our stockholders who cast votes with respect to this proposal in 2013 supported these option grants.

Bonuses. Our founding executives, including our CEO, are not eligible for cash bonuses and other non-equity incentive compensation. With respect to our founding executives, our Compensation Committee has focused on stock-based awards designed to reward performance against long term strategic objectives. Our Annual Incentive Process does provide for cash awards, vesting over two years,

if performance targets were met during the target year. The primary purpose of the Cash Awards is to further incent executives to achieve shorter-term results based upon the price appreciation of our common stock during the performance period.

As discussed above, Mr. Teitel participated in the Annual Incentive Process and was awarded a performance-based compensation package based upon 12,500 shares of our common stock, consisting of stock options and a Cash Award. As a result of the Compensation Committee s determination that the corporate performance goals were met at the 93% level and Mr. Teitel s individual performance goals were met at the 80% level and the $17.70 per share increase in our stock price during 2013, Mr. Teitel s Cash Award became payable in the aggregate amount of $196,772, which, subject to continued employment, will be paid in two equal annual installments beginning in May 2014.

As discussed above, Mr. Nawana participated in the Annual Incentive Process and was awarded a performance-based compensation package based upon 25,000 shares of our common stock, consisting of stock options and a Cash Award. As a result of the Compensation Committee s determination that the corporate performance goals were met at the 93% level and Mr. Nawana s individual performance goals were met at the 90% level and the $17.70 per share increase in our stock price during 2013, Mr. Nawana s Cash Award became payable in the aggregate amount of $402,278, which, subject to continued employment, will be paid in two equal annual installments beginning in May 2014. In connection with his appointment as our Chief Operating Officer in December 2012, we agreed to pay Mr. Nawana a sign-on bonus of $275,000, which was paid in February 2013. The Compensation Committee considered this bonus to be an appropriate incentive to entice Mr. Nawana to leave his prior employment and accept our offer to serve as our Chief Operating Officer.

Other Compensation. None of our named executive officers is entitled to receive any payment upon a change in control of our Company or a termination of his employment with us, except with respect to 110,000 restricted stock units, or RSUs, granted to Mr. Nawana in connection with his appointment as our Chief Operating Officer in December 2012. If Mr. Nawana s employment is involuntarily terminated without cause within three years of his hiring, his RSUs will accelerate and fully

vest. The RSUs will also accelerate and fully vest if Mr. Nawana terminates his employment voluntarily after his first year of employment, other than in the presence of facts or circumstances which would constitute cause for termination by us. Our named executive officers service with our Company is at will. The named executive officers were not eligible to participate in, and did not have any accrued benefits under, any company-sponsored defined benefit pension plan in 2013. They were eligible to, and in some cases did, participate in defined contributions plans, such as a 401(k) plan, on the same terms as other employees. The terms of these defined contribution plans varied depending on the jurisdiction of employment of the executive. In addition, consistent with our compensation philosophy, the Compensation Committee maintained in 2013 generally the same benefits and perquisites for our executive officers as in prior years, which consisted of certain matching contributions under our defined benefit plans and payment of life insurance premiums. The Compensation Committee believes that the benefits and perquisites provided to our executive officers in 2013 were similar to median competitive levels for comparable companies. Finally, all of our executives were eligible to participate in our other employee benefit plans, including medical, dental, life and disability insurance.

Tax Implications

Section 162(m) of the Internal Revenue Code of 1986, as amended, limits the deductibility on our tax return of compensation over $1,000,000 to certain of the named executive officers unless, in general, the compensation is paid pursuant to a plan which is performance-related, non-discretionary and has been approved by our stockholders. We have periodically reviewed the potential consequences of Section 162(m) and on occasion have sought to structure the performance-based portion of our executive compensation to comply with the exemptions available under Section 162(m). We believe that options granted in 2013 under our Option Plans generally qualify as performance-based compensation under Section 162(m). However, we reserve the right to use our judgment to authorize compensation payments that do not comply with these exemptions when we believe that such payments are appropriate and in the best interest of the stockholders, after taking into consideration changing business conditions or the applicable

Table of Contents

officer s performance. For example, we do not believe that the RSUs granted to Mr. Nawana in 2012 will qualify as performance-based compensation and, accordingly, we may be unable to deduct some or all of the compensation expense associated with any RSUs that vest.

Executive Stock Ownership Guidelines. The Compensation Committee believes that significant stock ownership by certain executive officers is important to align the interests of our executives with those of our stockholders. Accordingly, the Compensation Committee has established stock ownership guidelines for our Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Scientific Officer and Senior Vice President, Research & Development, whom we refer to as the Covered Executives. Under these guidelines, the Covered Executives must beneficially own a number of shares of our common stock with an aggregate value, measured as of the later of December 11, 2013 and the date on which the

executive first becomes subject to the stock ownership guidelines, equal to or in excess of a specified multiple of the individual s base salary within five years of adoption of the policy or the Covered Executive s election or appointment for the first time, whichever is later, as follows:

- for our CEO, five times base salary; and

- the remaining Covered Executives, one times base salary.

These multiples were determined in part based upon the practices of our peer group companies and the Compensation Committee s understanding of competitive market practices.

Shares of common stock underlying stock options, shares of restricted stock and unvested stock units will not count toward satisfaction of the ownership requirements under the guidelines.

40

Compensation Committee Report

We, the Compensation Committee, have reviewed and discussed the Compensation Discussion and Analysis beginning on page 34 of this proxy statement with management.

Based on this review and discussion, we recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this proxy statement.

THE COMPENSATION COMMITTEE

Carol R. Goldberg, Chairperson

Håkan Björklund, Member

John F. Levy, Member

Brian A. Markison, Member

Compensation Committee Interlocks and Insider Participation

During 2013, the members of the Compensation Committee were Ms. Goldberg (Chairperson), Dr. Eli Y. Adashi (through August 7, 2013), Mr. Robert P. Khederian (through August 7, 2013), Dr. Björklund, Mr. Levy and Mr. Markison. Each of Messrs. Björklund, Levy and Markison joined the Compensation Committee on August 19, 2013. No member of the Compensation Committee has ever been an officer or employee of ours or any of our subsidiaries. None of our executive officers serves as a director or member of the compensation committee of another entity in a case where an executive officer of such other entity serves as a director of ours or a member of our Compensation Committee.

Table of Contents

Compensation of Executive Officers and Directors

Set forth below is information regarding the compensation of our named executive officers.

Summary Compensation Table. The following table sets forth information regarding the named executive officers compensation for the fiscal years 2013, 2012 and 2011. For our named executive officers, the amount of salary and bonus represented between 12% and 81% of the named executive officers total compensation for 2013.

Summary Compensation Table for 2013

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)(1)	All Other Compensation ($)(2)	Total ($)
Ron Zwanziger	2013	$ 954,808			$ 7,221,375	$ 540	$ 8,176,723
Former Chief Executive Officer and	2012	$ 900,000			$ 2,940,000	$ 1,080	$ 3,841,080
President	2011	$ 900,000				$ 713	$ 900,713
David Teitel	2013	$ 408,770			$ 123,819(3)	$ 8,190	$ 540,779
Chief Financial Officer, Vice President	2012	$ 393,269			$ 73,353(3)	$ 8,580	$ 475,202
and Treasurer	2011	$ 366,346			$ 102,200	$ 8,063	$ 476,609
Namal Nawana(4)	2013	$ 784,615	$ 275,000		$ 247,637(3)	$ 540	$ 1,307,792
Interim Chief Executive Officer and President and Chief Operating Officer	2012	$ 3,077		$ 2,020,700(5)	$ 1,468,530		$ 3,492,307
David Scott, Ph.D.(6)	2013	$ 584,624			$ 2,579,063		$ 3,163,687
Former Chief Scientific Officer	2012	$ 557,510			$ 1,050,000		$ 1,607,510
	2011	$ 546,028					$ 546,028
Jerry McAleer, Ph.D.(6)	2013	$ 542,865			$ 2,210,625		$ 2,753,490
Former Senior Vice President, Research	2012	$ 517,687			$ 900,000		$ 1,417,687
and Development	2011	$ 523,740					$ 523,740

(1) These amounts represent the aggregate grant date fair value of stock option awards made during 2013, 2012 and 2011, respectively, calculated in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation Stock Compensation (FASB ASC Topic 718), excluding estimated forfeitures. See Note 14 of the notes to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2013 for a discussion of the relevant assumptions used in calculating these amounts. Upon the resignations of Mr. Zwanziger and Drs. Scott and McAleer on June 30, 2014, these executives forfeited all of their then-unvested stock options, which included all of the stockholder-approved stock options awarded to them in 2013 and three-quarters of the stockholder-approved stock options awarded to them in 2012. In accordance with the terms of the awards, the executives may exercise the vested portion of these stock options during the three months following their resignations.

(2) The amounts in this column include for 2013: (a) matching contributions we made to our defined contribution plans in the amounts of $7,650 on behalf of Mr. Teitel; and (b) life insurance premiums paid in the amounts of $540 on behalf of Mr. Zwanziger, Mr. Teitel and Mr. Nawana.

(3) The grant date fair value of these stock options is based on our assessment, as of the grant date, of the probable outcome of applicable performance conditions. Assuming the highest possible level of achievement of the performance conditions, the grant date fair value would have been $126,346 and $74,850 for Mr. Teitel in 2013 and 2012, respectively, and $252,691 for Mr. Nawana in 2013.

Table of Contents

(4) Mr. Nawana was hired on December 30, 2012 and was not a named executive officer in 2011.

(5) This amount represents the aggregate grant date fair value of restricted stock units issued to Mr. Nawana in 2012, calculated in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation Stock Compensation (FASB ASC Topic 718), excluding estimated forfeitures. Under FASB Topic 718, the grant date fair value of each restricted stock unit is equal to the closing price of our common stock on that date, or $18.37 per share.

(6) Salary and other cash compensation for these named executive officers were paid in British pounds. British pounds were converted to U.S. dollars at assumed exchange rates of £1:$1.56427, £1:$1.58496, £1:$1.60349 and, which were the average exchange rates for 2013, 2012 and 2011, respectively.

Grants of Plan-based Awards. The following table sets forth certain information with respect to the grant of plan-based awards to the named executive officers in 2013.

Grants of Plan-based Awards for 2013

Name	Grant Date(1)	Compensation Committee Approval Date(1)	Estimated Possible Payouts Under Non-equity Incentive Plan Awards Shares Underlying Award (#)(2)	Target ($)(2)	All Other Option Awards: Number of Securities Underlying Options (#)(3)	Exercise Or Base Price of Option Awards ($ /Sh)	Grant Date Fair Value of Stock and Option Awards(4)
Ron Zwanziger	8/7/2013	6/6/2013			490,000	$ 50.00(5)	$ 7,221,375
David Teitel	4/30/2013	4/29/2013	12,500				
	4/30/2013	4/29/2013			12,500(6)	$ 25.68(7)	$ 126,346
Namal Nawana	4/30/2013	4/29/2013	25,000				
	4/30/2013	4/29/2013			25,000(6)	$ 25.68(7)	$ 252,691
David Scott, Ph.D.	8/7/2013	6/6/2013			175,000	$ 50.00(5)	$ 2,579,063
Jerry McAleer, Ph.D.	8/7/2013	6/6/2013			150,000	$ 50.00(5)	$ 2,210,625

(1) The grant dates of the options for the named executive officers are in accordance with our stock option granting policy. Under this policy, grants of options approved by the Compensation Committee for existing employees shall be effective as of the next applicable Grant Date (except that any grants subject to stockholder approval shall be effective as of the date of stockholder approval). Under this policy, Grant Date means the last day of the following months: February, April, June, August, October and December. In the case of grants to Mr. Zwanziger, Dr. McAleer and Dr. Scott, the date of grant is the date of the Annual Meeting of Stockholders of August 7, 2013, at which the grants of these options were approved by the Company s stockholders. Upon the resignations of Mr. Zwanziger and Drs. Scott and McAleer on June 30, 2014, these executives forfeited all of the stock options reflected in this table.

(2) Amounts in these columns represent Cash Awards under our Annual Incentive Process, which were subject to performance conditions set forth in related Stock Option Awards. Under the terms of the Process, the executives were eligible to receive, upon satisfaction of applicable performance conditions and certification by the Compensation Committee, a Cash Award with a maximum value equal to the appreciation in the price of one share of our common stock during 2013 times the number of shares set forth in the table. Any cash value is payable in two equal installments in May 2014 and May 2015, subject to the executive s continued employment on the date of payment. On February 27, 2014, the Compensation Committee certified the degree to which the performance conditions for the related Stock Option

Awards had been satisfied and determined that the Cash Awards for Messrs. Teitel and Nawana should be calculated on the basis of 11,288 and 23,077 shares, respectively, which had aggregate values of $196,772 and $402,278 respectively. For more information regarding our Annual Incentive Process, including the performance conditions, see Compensation Discussion and Analysis beginning on page 34 of this proxy statement.

(3) All stock option awards were made under our 2010 Stock Option and Incentive Plan. The terms of these options provide for vesting in four equal annual installments, commencing on the first anniversary of the

date of grant and conditioned upon the recipient s continued employment with the Company on the applicable vesting date. The options will expire on the tenth anniversary of the grant date or, if earlier, three months after the recipient s employment terminates.

(4) These amounts represent the aggregate grant date fair value of stock option awards made during 2013, calculated in accordance with FASB ASC Topic 718, excluding estimated forfeitures. See Note 14 of the notes to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2013 for a discussion of the relevant assumptions used in calculating these amounts.

(5) The exercise price of these stock option awards is equal to the greater of $50.00 and the fair market value of our common stock on the effective date of grant; the closing price of our common stock on the date of grant, August 7, 2013, was $33.00 and, accordingly, the exercise price per share of the options is $50.00.

(6) These amounts represent stock option awards under our Annual Incentive Process, which were subject to performance conditions as well as the vesting conditions described in note (3). On February 27, 2014, the Compensation Committee certified the degree to which the performance conditions had been satisfied and determined that the stock option awards for Messrs. Teitel and Nawana would be eligible to vest as to 11,288 and 23,077 shares of our common stock, respectively. For more information regarding our Annual Incentive Process, including the performance conditions, see Compensation Discussion and Analysis beginning on page 34 of this proxy statement.

(7) The exercise price of these stock option awards is equal to the closing price of our common stock on the applicable Grant Date.

Table of Contents

Outstanding Equity Awards at Fiscal Year-End. The following table sets forth certain information with respect to outstanding options and stock awards held by the named executive officers at the end of 2013.

Outstanding Equity Awards at Fiscal Year-end for 2013

	Option Awards				Stock Awards	
Name	**Number of Securities Underlying Unexercised Options (#) Exercisable**	**Number of Securities Underlying Unexercised Options (#)(1) Unexercisable**	**Option Exercise Price ($)**	**Option Expiration Date(2)**	**Number of Shares or Units of Stock That Have Not Vested (#)**	**Market Value of Shares or Units of Stock That Have Not Vested(3) ($)**
Ron Zwanziger	300,000		$ 39.72	5-17-2017		
	150,000		$ 61.49	7-23-2018		
	187,500	62,500	$ 61.49	2-28-2020		
	122,500	367,500	$ 50.00	7-11-2022		
		490,000	$ 50.00	8-7-2023		
David Teitel	10,000		$ 24.25	12-17-2014		
	5,000		$ 34.40	10-04-2016		
	20,000		$ 38.10	12-15-2016		
	20,000		$ 48.14	8-31-2017		
	23,581		$ 35.58	6-30-2019		
	10,000		$ 38.01	10-30-2019		
	5,000	5,000	$ 26.06	10-31-2021		
	94	281	$ 25.43	2-28-2022		
		12,500(4)	$ 25.68	4-30-2023		
Namal Nawana	50,000	150,000	$ 18.50	12-31-2022		
					105,000(5)	
		25,000(4)	$ 25.68	4-30-2023		
David Scott, Ph.D.	150,000		$ 39.72	5-17-2017		
	75,000		$ 61.49	7-23-2018		
	67,500	22,500	$ 61.49	2-28-2020		
	43,750	131,250	$ 50.00	7-11-2022		
		175,000	$ 50.00	8-7-2023		
Jerry McAleer, Ph.D.	125,000		$ 39.72	5-17-2017		
	65,000		$ 61.49	7-23-2018		
	56,250	18,750	$ 61.49	2-28-2020		
	37,500	112,500	$ 50.00	7-11-2022		
		150,000	$ 50.00	8-7-2023		

(1) Options become exercisable in four equal annual installments beginning on the first anniversary of the date of grant. Upon the resignations of Mr. Zwanziger and Drs. Scott and McAleer on June 30, 2014, these executives forfeited all of their then-unvested stock options.

(2) Unless otherwise noted, the expiration date of each option occurs ten years after the date of grant of such option.

(3) The value attributable to the restricted stock units equals the closing price of our common stock as reported by the New York Stock Exchange on December 31, 2013, which was $36.20, multiplied by the number of unvested units underlying the award.

Table of Contents

(4) The vesting of these awards is subject to satisfaction of performance conditions; options for which the performance conditions are satisfied will become exercisable in four equal annual installments beginning on the first anniversary date of grant, subject to the executive s continued employment on the date of vesting. On February 27, 2014, the Compensation Committee certified the degree to which the performance conditions had been satisfied and determined that the stock option awards for Messrs. Teitel and Nawana would be eligible to vest as to 11,288 and 23.077 shares of our common stock, respectively. For more information regarding these awards, including the performance conditions, see Compensation and Discussion Analysis beginning on page 34 of this proxy statement.

(5) The award in this column represents a RSU granted on December 30, 2012 as an employment inducement award outside of our stockholder-approved stock option and incentive plans pursuant to NYSE Rule 303A.08. The vesting of the RSU is as follows: 5,000 RSUs vested one year after the grant date on December 30, 2013, 5,000 RSUs will vest two years after the grant date, and 100,000 RSUs will vest three years after the grant date. If Mr. Nawana s employment is involuntarily terminated without cause within three years of his hiring, his RSUs will accelerate and fully vest. The RSUs will also accelerate and fully vest if Mr. Nawana terminates his employment voluntarily after his first year of employment, other than in the presence of facts or circumstances which would constitute cause for termination by us.

Option Exercises and Stock Vested. The following table sets forth certain information with respect to options exercised by the named executive officers and stock vested in 2013.

Option Exercises and Stock Vested for 2013

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	**Value Realized on Exercise ($)(1)**	**Number of Shares Acquired on Vesting (#)**	**Value Realized on Vesting ($)(2)**
Ron Zwanziger	7,576	$ 88,109		
David Teitel	10,000	$ 103,700		
Namal Nawana			5,000	$ 180,800
David Scott, Ph.D.	5,252	$ 71,060		
Jerry McAleer, Ph.D.	4,656	$ 56,012		

(1) Represents the difference between the aggregate exercise price and the aggregate fair market value of the common stock on the respective dates of exercise.

(2) Represents the closing price of one share of our common stock on the date of vesting multiplied by the number of shares acquired on vesting.

Non-qualified Deferred Compensation Plans. During 2013, our named executive officers did not participate in any non-qualified defined contribution or other non-qualified deferred compensation plans.

Pension Benefits. During 2013, our named executive officers did not participate in any plan that provides for specified retirement benefits, or payments and benefits that will be provided primarily following retirement, other than defined contribution plans, such as our 401(k) savings plan.

Employment Agreement and Potential Payments upon Termination or Change-in-control. Effective December 30, 2012, we entered into a Restricted Stock Unit Agreement with Mr. Nawana in connection with his appointment as our Chief Operating Officer, pursuant to which we granted to Mr. Nawana 110,000 RSUs, which vest over a period of three years. Under the terms of the Restricted Stock Unit Agreement, if Mr. Nawana s employment is involuntarily terminated, without cause, within three years of the date of grant, or if Mr. Nawana terminates his employment voluntarily after one year, other than in the presence of facts or circumstances which would constitute cause for termination by us,

his RSUs will accelerate and fully vest. The Restricted Stock Unit Agreement further provides that all of the RSUs will immediately vest upon a change of control of the Company, as that term is defined in the Restricted Stock Unit Agreement. Our named executive officers are employees-at-will and do not have employment or severance contracts with us. Other than provisions in our

Table of Contents

Option Plans that provide for all stock options to automatically become fully exercisable, RSUs to become fully vested and any stock awards to become vested and non-forfeitable in the event of a change of control as defined in the plans, there are no other contracts, agreements, plans or arrangements that provide for payments to our named executive officers at, following, or in connection with any termination of employment, change in control of the Company or a change in a named executive officer s responsibilities. All of the outstanding stock options held by our named executive officers reported above under Outstanding Equity Awards at Fiscal Year-End were issued under our Option Plans and are subject to accelerated exercisability upon a change of control. The table below sets forth the value attributable to such an acceleration of exercisability of options and an acceleration of vesting of RSUs under the Restricted Stock Unit Agreement.

Name	Value Attributable to Acceleration of Exercisability of Stock Options and Vesting of RSUs Upon a Change of Control(1)	
Ron Zwanziger	$	
David Teitel	$	185,226
Namal Nawana	$	6,719,000
David Scott, Ph.D.	$	
Jerry McAleer, Ph.D.	$	

(1) Assumes the occurrence of a change of control of the Company on December 31, 2013. The value attributable to the acceleration of in-the-money stock options equals the difference between the applicable option exercise prices and the closing sale price of our common stock as reported by the New York Stock Exchange on December 31, 2013, which was $36.20, multiplied by the number of shares underlying the options. The value attributable to the acceleration of vesting of RSUs equals the closing sale price of our common stock as reported by the New York Stock Exchange on December 31, 2013, which was $36.20, multiplied by the number of units underlying the award.

Risk Related to Compensation Policies

Our compensation policies and practices for our employees, including our executive compensation program described in our Compensation Discussion and Analysis, aim to provide a risk-balanced compensation package which is competitive in our market sectors and relevant to the individual executive. Pursuant to the Annual Incentive Process, we expect to continue to award to certain executives and managers, upon satisfaction of applicable performance conditions and subject to future approval and grant by the Compensation Committee, option and cash awards. Because both the option and cash awards contemplated under this process would vest over several years, we believe that the process discourages short-term risk taking and aligns the interest of our executives and managers with those of our stockholders. We do not believe that risks arising from these practices, or our compensation policies and practices considered as a whole, are reasonably likely to have a material adverse effect on us.

Table of Contents

Compensation of Directors

The following table sets forth information regarding the compensation of our directors for 2013.

Director Compensation for 2013

Name (1)	Fees Earned or Paid in Cash ($)(2)	Option Awards ($)(3)(4)	Total ($)
Eli Adashi, M.D.	$ 49,685	$ 89,325(5)	$ 139,010
Carol R. Goldberg	$ 87,000	$ 552,994	$ 639,994
Robert P. Khederian	$ 57,329	$ 138,402(6)	$ 195,731
John F. Levy	$ 31,500	$ 746,531	$ 778,031
John A. Quelch, C.B.E., D.B.A.	$ 31,500	$ 746,531	$ 778,031
James Roosevelt, Jr.	$ 42,500	$ 552,994	$ 595,494
Peter Townsend	$ 52,233	$ 112,631(7)	$ 164,864
Regina Benjamin, M.D.	$ 2,812	$ 537,137	$ 539,949
Håkan Björklund, Ph.D.	$ 3,658	$ 713,128	$ 716,786
Stephen P. MacMillan	$ 5,486	$ 713,128	$ 718,614
Brian A. Markison	$ 3,658	$ 713,128	$ 716,786
Thomas F. McKillop, Ph.D.	$ 5,486	$ 713,128	$ 718,614
Gregg J. Powers	$ 29,261	$ 528,252	$ 557,513

(1) Ron Zwanziger, Jerry McAleer and David Scott are not included in this table as they were employees of the Company and received no compensation for their services as directors. We show their compensation as employees of the Company in the Summary Compensation Table above.

(2) Dr. Adashi received cash payments of $19,500 each in April 2013 and July 2013 and a cash payment of $10,685 in October 2013. Ms. Goldberg received cash payments of $21,500 each in April 2013 and July 2013 and a cash payment of $22,000 in November 2013 and earned fees of $22,000 as of December 31, 2013, which amount was paid in January 2014. Mr. Khederian received cash payments of $22,500 each in April 2013 and July 2013 and a cash payment of $12,329 in October 2013. Mr. Levy received cash payments of $7,250 each in April 2013 and November 2013 and a cash payment of $8,500 in November 2013 and earned fees of $8,500 as of December 31, 2013, which amount was paid in January 2014. Dr. Quelch received cash payments of $11,250 each in April 2013 and July 2013 and a cash payment of 4,500 in November 2013 and earned fees of $4,500 as of December 31, 2013, which amount was paid in January 2014. Mr. Roosevelt received cash payments of $1,250 each in April 2013 and July 2013 and a cash payment of $20,000 in November 2013 and earned fees of $20,000 as of December 31, 2013, which amount was paid in January 2014. Mr. Townsend received cash payments of $20,500 each in April 2013 and July 2013 and a cash payment of $11,233 in October 2013. Dr. Benjamin earned fees of $2,812 as of December 31, 2013, which amount was paid in January 2014. Dr. Björklund received a cash payment of $1,158 in November 2013 and earned fees of $2,500 as of December 31, 2013, which amount was paid in January 2014. Mr. MacMillan received a cash payment of $1,736 in November 2013 and earned fees of $3,750 as of December 31, 2013, which amount was paid in January 2014. Mr. Markison received a cash payment of $1,158 in November 2013 and earned fees of $2,500 as of December 31, 2013, which amount was paid in January 2014. Dr. McKillop received a cash payment of $1,736 in November 2013 and earned fees of $3,750 as of December 31, 2013, which amount was paid in January 2014. Mr. Powers received a cash payment of $9,261 in November 2013 and earned fees of $20,000 as of December 31, 2013, which amount was paid in January 2014. The cash compensation paid to directors is described in more detail below.

(3) As of December 31, 2013, each director had the following number of options outstanding: Dr. Adashi: 41,515; Ms. Goldberg: 116,553; Mr. Khederian: 59,999; Mr. Levy: 157,280; Dr. Quelch: 146,814; Mr. Roosevelt: 98,841; Mr. Townsend: 16,353; Dr. Benjamin: 37,727; Dr. Björklund: 53,756; Mr. MacMillan: 53,756; Mr. Markison: 53,756; Dr. McKillop: 53,756; Mr. Powers: 39,820.

(4) These amounts represent the aggregate grant date fair value of stock option awards or extensions made during 2013, calculated in accordance with FASB ASC Topic 718, excluding estimated forfeitures. Except as otherwise noted, the amount for each director relates to a single stock option award.

For Messrs. Levy and Quelch, the amounts consisted of an aggregate grant date fair value of stock option awards granted of $552,993 each and the aggregate grant date fair value of stock option awards of $193,539 representing each director s election to receive base compensation as options in lieu of cash.

For Dr. Benjamin, the amount consisted of an aggregate grant date fair value of a stock option award granted of $493,955 and the aggregate grant date fair value of a stock option award of $43,182 representing her election to receive base compensation as options in lieu of cash.

For Messrs. Björklund, MacMillan, Markison and McKillop, the amounts consisted of an aggregate grant date fair value of stock option awards granted of $528,253 each and the aggregate grant date fair value of stock option awards of $184,875 representing each director s election to receive base compensation as options in lieu of cash.

See Note 14 of the notes to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2013 for a discussion of the relevant assumptions used in calculating these amounts.

(5) On September 18, 2013, the Compensation Committee of the Board of Directors extended the post- termination exercise period of stock options granted to Dr. Adashi on October 31, 2010 and April 30, 2009 through December 31, 2016. The incremental grant date fair value attributable to the extension was $71,034 for the stock option granted on October 31, 2010 and $18,291 for the stock option granted on April 20, 2009.

(6) On September 18, 2013, the Compensation Committee of the Board of Directors extended the post- termination exercise period of stock options granted to Mr. Khederian on October 31, 2010 and October 31, 2007 through December 31, 2016. The incremental grant date fair value attributable to the extension was $71,034 for the stock option granted on October 31, 2010 and $67,368 for the stock option granted on October 31, 2007.

(7) On September 18, 2013, the Compensation Committee of the Board of Directors extended the post- termination exercise period of stock options granted to Mr. Townsend on October 31, 2010 and October 31, 2007 through December 31, 2016. The incremental grant date fair value attributable to the extension was $71,034 for the stock option granted on October 31, 2010 and $41,597 for the stock option granted on October 31, 2007.

In May 2013, Radford provided the Compensation Committee with an analysis of our non-employee director compensation. After reviewing Radford s analysis, the Compensation Committee determined that the non-employee directors of the Company should continue to receive cash compensation of $70,000 annually beginning October 31, 2013, plus additional cash compensation for committee service as described in the table below, payable quarterly in arrears and subject to their continued service on our Board and any applicable committees. Each director was afforded a one-time right to receive, in lieu of all or part of her or his cash compensation through June 30, 2016, stock options of equal value calculated as described below.

Committee Chair (Total Additional Cash Compensation)	
Audit	$ 24,000
Compensation	$ 18,000
Nominating and Corporate Governance	$ 18,000
Committee Members other than Chair (Total Additional Cash Compensation)	
Audit	$ 15,000

Compensation	$ 10,000
Nominating and Corporate Governance	$ 10,000

Table of Contents

In addition to the cash compensation described above, on October 31, 2013, each of the then-serving non-employee directors received stock options to purchase a number of shares of our common stock calculated using a Black- Scholes model based on (i) an assumed aggregate value on the grant date equal to the sum of (a) $600,000, or $200,000 annually for the period June 30, 2013 through June 30, 2016 (pro-rated for newly-appointed directors to their appointment date), and (b) the total amount of any cash compensation foregone for that period at the election of the director, as described above, (ii) the closing price of our common stock on the New York Stock Exchange on the date of grant and (iii) management estimates of other Black-Scholes variables, including estimated life and volatility. These options have an exercise price equal to $33.73 per share, expire ten years after the date of grant and vest in three equal annual installments, beginning June 30, 2014.

On December 31, 2013, Dr. Benjamin received stock options to purchase a number of shares of our common stock calculated using a Black-Scholes model based on (i) an assumed aggregate value on the grant date equal to the sum of (a) $510,662, equal to $200,000 annually for the period June 30, 2013 through June 30, 2016 (pro-rated to her appointment date of December 11, 2013), and (b) $44,643 of cash compensation foregone by Dr. Benjamin, (ii) $36.20, the closing price of our common stock on the New York Stock Exchange on the date of grant of the stock option, and (iii) management estimates of other Black-Scholes variables, including estimated life and volatility. These options have an exercise price equal to $36.20 per share, expire ten years after the date of grant and vest in three equal annual installments, beginning June 30, 2014.

Employee directors do not receive compensation for their services as directors.

Table of Contents

Equity Compensation Plan Information

The following table furnishes information with respect to compensation plans under which our equity securities are authorized for issuance as of December 31, 2013.

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights(1)	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (excluding securities reflected in column (a)(2))
Equity compensation plans approved by security holders	10,337,398	$ 37.28	2,561,041(3)
Equity compensation plans not approved by security holders	105,000(4)	$ 0.00	
Total	10,442,398	$ 36.91	2,561,041(3)

(1) This table excludes an aggregate of 1,103,133 shares issuable upon exercise of outstanding options assumed by the Company in connection with various acquisition transactions. The weighted average exercise price of the excluded acquired options is $41.22.

(2) In addition to being available for future issuance upon exercise of options that may be granted after December 31, 2013, 1,076,558 shares under the 2010 Stock Option and Incentive Plan may instead be issued in the form of restricted stock, unrestricted stock, performance share awards or other equity-based awards.

(3) Includes 1,484,483 shares issuable under the Company s 2001 Employee Stock Purchase Plan.

(4) Represents shares issuable upon vesting of an RSU award issued as an inducement grant in connection with the appointment of Namal Nawana as our new Chief Operating Officer, effective December 30, 2012.

Table of Contents

2013 Audit Committee Report

We, the Audit Committee, oversee your Company s accounting and financial reporting processes and assist your Board in its oversight of the qualifications, independence and performance of your Company s independent registered public accounting firm. In fulfilling our oversight responsibilities, we discussed with your Company s independent registered public accounting firm, PricewaterhouseCoopers, LLP, or PwC, the overall scope and plans for its audit. Upon completion of the audit, we discussed with PwC the matters required to be discussed by Auditing Standard No. 16 (*Communications with Audit Committees*) issued by the Public Company Accounting Board.

We also reviewed and discussed the audited, consolidated financial statements with management. We discussed with management certain significant accounting principles, the reasonableness of significant judgments and the clarity of disclosures in those financial statements.

The Audit Committee received and reviewed the written disclosures and the letter from PwC required

by applicable requirements of the Public Company Accounting Oversight Board regarding PwC s communications with the Audit Committee concerning independence, and discussed with PwC the auditor s independence from management and your Company. We determined that the services provided by PwC during fiscal year 2013 are compatible with maintaining such auditor s independence.

In reliance on the reviews and discussions referred to above, we recommended to your Board that the audited, consolidated financial statements be included in your Company s Annual Report on Form 10-K for the year ended December 31, 2013 for filing with the Securities and Exchange Commission.

AUDIT COMMITTEE

John F. Levy, Chairperson

Stephen MacMillan, Member

Thomas McKillop, Member

Independent Registered Public Accounting Firm

Our Audit Committee engaged PricewaterhouseCoopers LLP, or PwC, to serve as our independent registered public accounting firm for the fiscal year ending December 31, 2013. The selection of PwC was approved by our stockholders at the 2013 annual meeting of stockholders. Our Audit Committee has also engaged PwC to serve as our independent registered public accounting firm for the fiscal year ending December 31, 2014.

We expect representatives of PwC to be present at our 2014 annual meeting of stockholders, that they will have the opportunity to make a statement at such meeting if they so desire, and that they will be available to respond to appropriate questions from stockholders.

Audit Fees

Aggregate audit fees billed by PwC for 2013 were $6,654,801. Audit fees include fees billed for professional services rendered in connection with PwC s integrated audit of our consolidated annual financial statements and internal control over financial reporting and review of our quarterly financial statements, and audit services normally

provided by the principal independent registered public accounting firm in connection with other statutory or regulatory filings. Aggregate audit fees billed by PwC for 2012 were $5,402,806.

Audit-related Fees

Aggregate audit-related fees billed in 2013 and 2012 by PwC were $4,094,535 and $53,648, respectively. Audit-related fees for 2013 consist of fees billed for professional services rendered by the firm for accounting consultations and services related to potential divestiture transactions. Audit-related fees for 2012 consist of fees billed for professional services rendered by the firm for accounting consultation services related to business acquisitions and financings.

Tax Fees

Aggregate tax fees billed in 2013 and 2012 for tax-related services performed by PwC were $620,431 and $1,064,417, respectively. Tax fees include fees billed for professional services rendered by PwC for tax compliance, tax advice and tax planning.

Table of Contents

All Other Fees

No other fees were billed by PwC for 2013 or 2012.

Pre-approval Policies and Procedures

The Audit Committee pre-approves all audit and non-audit services provided by the independent registered public accounting firm other than permitted non-audit services estimated in good faith by the independent registered public accounting firm

and management to entail fees payable of $25,000 or less on a project-by-project basis and which would also qualify for exemption from the pre-approval requirements of the Securities Exchange Act of 1934, as amended. No services were provided for 2013 or 2012 in reliance on this exemption. The authority to pre-approve non-audit services may be delegated to one or more members of the Audit Committee, who shall present any services so pre-approved to the full Audit Committee at its next meeting.

Certain Relationships and Related Transactions, and Director Independence

Director Independence

Your Board of Directors has determined that the following directors are independent under the rules of the New York Stock Exchange: Dr. Benjamin, Dr. Björklund, Ms. Goldberg, Mr. Levy, Mr. MacMillan, Mr. Markison, Dr. McKillop, Mr. Powers, Dr. Quelch and Mr. Roosevelt. The Board has an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each composed solely of directors who satisfy the applicable independence requirements of the New York Stock Exchange s listing standards for such committees.

Policies and Procedures with Respect to Related Party Transactions

Our Audit Committee Charter requires that the Audit Committee, which is composed solely of independent directors, conduct an appropriate review of, and be responsible for the oversight of, all related party transactions on an ongoing basis. We do not have written policies or procedures governing the Audit Committee s review of related party transactions but rely on the Audit Committee s exercise of business judgment in reviewing such transactions.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, requires our officers and directors and persons who beneficially own more than 10% of our outstanding shares of common stock or Series B preferred stock to file reports of ownership and changes in ownership with the Securities and Exchange Commission and the New York Stock Exchange. Such persons are required by applicable regulations to furnish us with copies of all reports filed pursuant to Section 16(a).

To our knowledge, based solely on a review of the copies of such reports received by us and certain written representations that no other reports were required, we believe that for the fiscal year ended December 31, 2013, all of our officers, directors and 10% beneficial owners complied with the requirements of Section 16(a), except that a Form 3 for Ms. Flakne, our Chief Accounting Officer, was filed late.

53

Table of Contents

Stockholder Proposals

Stockholders who wish to present proposals pursuant to Rule 14a-8 promulgated under the Exchange Act for consideration at our 2015 annual meeting of stockholders must submit the proposals in proper form to us at the address set forth on the first page of this proxy statement not later than March 13, 2015 in order for the proposals to be considered for inclusion in our proxy statement and form of proxy relating to the 2015 annual meeting.

Stockholder proposals intended to be presented at our 2015 annual meeting submitted outside the processes of Rule 14a-8 must be received in writing by us no later than the close of business on May 23, 2015, nor earlier than April 23, 2015, together with all supporting documentation and information required by our by-laws. Proxies solicited by your Board will confer discretionary voting authority with respect to these proposals, subject to SEC rules governing the exercise of this authority.

Our Nominating and Corporate Governance Committee will consider director candidates recommended for nomination by stockholders. There are no differences in the manner in which the Nominating and Corporate Governance Committee evaluates nominees for director based on whether the nominee is recommended by a stockholder. In order to have a director candidate considered by the Nominating and Corporate Governance Committee, the recommendation must be submitted to our

Company Secretary at the address set forth on the first page of this proxy statement no later than the close of business on May 23, 2015, nor earlier than April 23, 2015 and must include: the name and address of record of the stockholder; a representation that the stockholder is a record holder of our securities, or if the stockholder is not a record holder of our securities, evidence of ownership in accordance with Rule 14a-8(b)(2) of the Exchange Act; the name, age, business and residential address, educational background, current principal occupation or employment, and principal occupation or employment for the preceding five full fiscal years of the proposed director candidate; a description of the qualifications and background of the proposed director candidate which addresses the minimum qualifications and other criteria for Board membership approved by your Board from time to time; a description of all arrangements or understandings between the stockholder and the proposed director candidate; the consent of the proposed director candidate (i) to be named in the proxy statement relating to our annual meeting of stockholders and (ii) to serve as a director if elected at such annual meeting; and any other information regarding the proposed director candidate that is required to be included in a proxy statement filed pursuant to the rules of the Securities and Exchange Commission.

Other Information

A copy of our Annual Report on Form 10-K, as amended, including the financial statements and the financial statement schedules, for the year ended December 31, 2013 shall be provided without charge to each person solicited hereby upon the written request made to:

Alere Inc.

Investor Relations Department

51 Sawyer Road

Suite 200

Waltham, MA 02453-3448

Attn: Doug Guarino

In addition, copies of any exhibits to the Annual Report on Form 10-K, as amended, will be provided for a nominal charge to stockholders who make a written request to us at the above address.

Your Board is aware of no other matters except for those incident to the conduct of the annual meeting, that are to be presented to stockholders for formal action at the annual meeting. If, however, any other matters properly come before the annual meeting or any adjournments or postponements thereof, it is the intention of the persons named in the proxy to vote the proxy in accordance with their judgment.

By order of the Board of Directors

Gregg J. Powers

Chairman of the Board

July 17, 2014

Table of Contents

Appendix A

EXPLANATORY NOTE: This Appendix A contains a copy of the Alere Inc. 2010 Stock Option and Incentive Plan, as proposed to be amended, as described in the proxy statement to which this Appendix A is attached.

ALERE INC.

2010 STOCK OPTION AND INCENTIVE PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Alere Inc. 2010 Stock Option and Incentive Plan (the Plan). The purpose of the Plan is to encourage and enable the officers, employees, Independent Directors and other key persons (including consultants) of Alere Inc. (the Company) and its Subsidiaries upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company s welfare will assure a closer identification of their interests with those of the Company, thereby stimulating their efforts on the Company s behalf and strengthening their desire to remain with the Company.

The following terms shall be defined as set forth below:

Act means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

Administrator is defined in Section 2(a).

Award or *Awards,* except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, Unrestricted Stock Awards, Performance Share Awards and Dividend Equivalent Rights.

Board means the Board of Directors of the Company.

Change of Control is defined in Section 18.

Code means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

Committee means the Committee of the Board referred to in Section 2.

Covered Employee means an employee who is a Covered Employee within the meaning of Section 162(m) of the Code.

Dividend Equivalent Right means Awards granted pursuant to Section 12.

Effective Date means the date on which the Plan is approved by stockholders as set forth in Section 20.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

Fair Market Value means the closing price for the Stock on any given date during regular trading, or if not trading on that date, such price on the last preceding date on which the Stock was traded, unless determined otherwise by the Administrator using such methods or procedures as it may establish.

Incentive Stock Option means any Stock Option designated and qualified as an incentive stock option as defined in Section 422 of the Code.

Independent Director means a member of the Board who is not also an employee of the Company or any Subsidiary.

Non-Qualified Stock Option means any Stock Option that is not an Incentive Stock Option.

Option or *Stock Option* means any option to purchase shares of Stock granted pursuant to Section 5.

Outside Director means a current member of the Board who is: (i) not a current employee of the Company, (ii) not a former employee of the Company who receives compensation from the Company for prior services (other than benefits under a qualified retirement plan) during the taxable year, (iii) has not been an officer of the Company, and (iv) does not receive remuneration from the Company, either directly or indirectly in exchange for goods or services, in any capacity other than as a director, all as set out in detail in Treasury Regulation 1.162-27(e)(3).

Performance Criteria means the criteria that the Administrator selects for purposes of establishing the Performance Goal or Performance Goals for an individual for a Performance Cycle. The Performance Criteria (which shall be applicable to the organizational level specified by the Administrator, including, but not limited to, the Company or a unit, division, group, or Subsidiary of the Company) that will be used to establish Performance Goals are limited to the following: (i) earnings before interest, taxes, depreciation and amortization; (ii) net income (loss) (either before or after interest, taxes, depreciation and/or amortization); (iii) changes in the market price of the Stock; (iv) cash flow; (v) funds from operations or similar measure; (vi) sales or revenue; (vii) acquisitions or strategic transactions; (viii) operating income (loss); (ix) return on capital, assets, equity, or investment; (x) total stockholder returns or total returns to stockholders; (xi) gross or net profit levels; (xii) productivity; (xiii) expense; (xiv) margins; (xv) operating efficiency; (xvi) customer satisfaction; (xvii) working capital; (xviii) earnings per share of Stock; or (xix) lease up performance, net operating income performance or yield on development or redevelopment communities, any of which under the preceding clauses (i) through (xix) may be measured either in absolute terms or as compared to any incremental increase or as compared to results of a peer group.

Performance Cycle means one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Criteria will be measured for the purpose of determining a grantee s right to and the payment of a Restricted Stock Award, Restricted Stock Units, or Performance Share Award. Each such period shall not be less than 12 months.

Performance Goals means, for a Performance Cycle, the specific goals established in writing by the Administrator for a Performance Cycle based upon the Performance Criteria.

Performance Share Award means Awards granted pursuant to Section 10.

Restricted Stock Award means Awards granted pursuant to Section 7.

Restricted Stock Units means Awards granted pursuant to Section 8.

Section 409A means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

Stock means the Common Stock, par value $0.001 per share, of the Company, subject to adjustments pursuant to Section 3.

Stock Appreciation Right means an Award granted pursuant to Section 6.

Subsidiary means any corporation or other entity (other than the Company) in which the Company owns at least a 50% interest or controls, either directly or indirectly.

Unrestricted Stock Award means any Award granted pursuant to Section 9.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Committee. The Plan shall be administered by either the Board or a committee of not less than two Independent Directors (in either case, the Administrator), as determined by the Board from time to time; provided that, (i) for purposes of Awards to Directors or Section 16 officers of the Company, the Administrator shall be deemed to include only Directors who are Independent Directors and no director who is not an Independent Director shall be entitled to vote or take action in connection with any such proposed Award and (ii) for purposes of Performance Based Awards, the Administrator shall be a committee of the Board composed of two or more Outside Directors.

(b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Performance Share Awards and Dividend Equivalent Rights or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock to be covered by any Award;

(iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan and Section 2(b)(v) below, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the form of written instruments evidencing the Awards; except that repricing of Stock Options shall not be permitted without shareholder approval and further provided that, other than by reason of, or in connection with, any death, disability, retirement, employment termination (without cause), or Change of Control, the Administrator shall not accelerate or waive any restriction period applicable to any outstanding Restricted Stock Award or any Restricted Stock Unit beyond the minimum restriction periods set forth in Section 7 and Section 8, respectively, nor shall the Administrator accelerate or amend the aggregate period over which any Performance Share Award is measured to less than one (1) year;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award consistent with Section 2(b)(iv) and further provided that, other than by reason of, or in connection with, any death, disability, retirement, employment termination (without cause), or Change of Control, the Administrator shall not accelerate the exercisability or vesting of unvested Stock Options or Stock Appreciation Rights which in the aggregate, when combined with the aggregate number of shares of Stock issued pursuant to Section 9, exceed ten percent (10%) of the maximum number of shares of stock reserved and available for issuance under the Plan pursuant to Section 3(a), as amended;

(vi) subject to the provisions of Section 5(a)(ii), to extend at any time the period in which Stock Options may be exercised;

(vii) to determine at any time whether, to what extent, and under what circumstances distribution or the receipt of Stock and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the grantee and whether and to what extent the Company shall pay or credit amounts constituting interest (at rates determined by the Administrator) or dividends or deemed dividends on such deferrals;

(viii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration and operation of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration and operation of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan; and

(ix) to make any adjustments or modifications to Awards granted to participants who are working outside the United States and adopt any sub-plans as may be deemed necessary or advisable for participation of such participants, to fulfill the purposes of the Plan and/or to comply with applicable laws.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

(c) Delegation of Authority to Grant Awards. The Administrator, in its discretion, may delegate to the Chief Executive Officer of the Company all or part of the Administrator s authority and duties with respect to the granting of Awards at Fair Market Value, to individuals who are not subject to the reporting and other provisions of Section 16 of the Exchange Act or Covered Employees. Any such delegation by the Administrator shall include a limitation as to the amount of Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price of any Stock Option, the conversion ratio or price

of other Awards and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator s delegate or delegates that were consistent with the terms of the Plan.

(d) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage which may be in effect from time to time.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 9,153,663 shares, subject to adjustment as provided in Section 3(b) (the Pool). For purposes of this limitation, in respect of any shares of Stock under any Award which shares are forfeited, canceled, satisfied without the issuance of Stock, otherwise terminated, or, for shares of Stock issued pursuant to any unvested full value Award, reacquired by the Company at not more than the grantee s purchase price (other than by exercise) (Unissued Shares), the number of shares of Stock that were removed from the Pool for such Unissued Shares shall be added back to the Pool. Notwithstanding the foregoing, upon the exercise of any Award to the extent that the Award is exercised through tendering previously owned shares or through withholding shares that would otherwise be awarded and to the extent shares are withheld for tax withholding purposes, the Pool shall be reduced by the gross number of shares of Stock being exercised without giving effect to the number of shares tendered or withheld. Subject to such overall limitation, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award; provided, however, (i) Stock Options or Stock Appreciation Rights with respect to no more than 1,000,000 shares of Stock may be granted to any one individual grantee during any one calendar year period and (ii) each share subject to a full value award settled in stock other than an Award that is a stock option or other award that requires the grantee to purchase shares for their fair market value at the time of grant will reduce the number of shares in the Pool available for grant by three (3). The shares available for issuance from the Pool may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company and held in its treasury.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company s capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for a different number or kind of securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, (ii) the number of Stock Options or Stock Appreciation Rights that can be granted to any one individual grantee, (iii) the maximum number of shares that may be granted under a Performance-Based Award, (iv) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (v) the repurchase price per share subject to each outstanding Restricted Stock Award, and (vi) the price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options or Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

The Administrator may also adjust the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration material changes in accounting practices or

principles, extraordinary dividends, acquisitions or dispositions of stock or property or any other event if it is determined by the Administrator that such adjustment is appropriate to avoid distortion in the operation of the Plan, provided that no such adjustment shall be made in the case of an Incentive Stock Option, without the consent of the grantee, if it would constitute a modification, extension or renewal of the Option within the meaning of Section 424(h) of the Code.

(c) Mergers and Other Transactions. In the case of and subject to the consummation of (i) the dissolution or liquidation of the Company, (ii) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (iii) a merger, reorganization or consolidation in which the outstanding shares of Stock are converted into or exchanged for a different kind of securities of the successor entity and the holders of the Company s outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction, or (iv) the sale of all of the Stock of the Company to an unrelated person or entity (in each case, a Sale Event), upon the effective time of the Sale Event, the Plan and all outstanding Awards granted hereunder shall terminate, unless provision is made in connection with the Sale Event in the sole discretion of the parties thereto for the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree (after taking into account any acceleration hereunder). In the event of such termination, each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Administrator, to exercise all outstanding Options and Stock Appreciation Rights held by such grantee, including those that will become exercisable upon the consummation of the Sale Event; provided, however, that the exercise of Options and Stock Appreciation Rights not exercisable prior to the Sale Event shall be subject to the consummation of the Sale Event.

Notwithstanding anything to the contrary in this Section 3(c), in the event of a Sale Event pursuant to which holders of the Stock of the Company will receive upon consummation thereof a cash payment for each share surrendered in the Sale Event, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the value as determined by the Administrator of the consideration payable per share of Stock pursuant to the Sale Event (the Sale Price) times the number of shares of Stock subject to outstanding Option and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights.

(d) Substitute Awards. The Administrator may grant Awards under the Plan in substitution for stock and stock-based awards held by employees, directors or other key persons of another corporation in connection with the merger or consolidation of the employing corporation with the Company or a Subsidiary or the acquisition by the Company or a Subsidiary of property or stock of the employing corporation. The Administrator may direct that the substitute awards be granted on such terms and conditions as the Administrator considers appropriate in the circumstances. Any substitute Awards granted under the Plan shall not count against the share limitation set forth in Section 3(a).

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full or part-time officers and other employees, Independent Directors and key persons (including consultants and prospective employees) of the Company and its Subsidiaries as are selected from time to time by the Administrator in its sole discretion.

SECTION 5. STOCK OPTIONS

Any Stock Option granted under the Plan shall be in such form as the Administrator may from time to time approve.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a subsidiary corporation within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

Table of Contents

No Incentive Stock Option shall be granted under the Plan after July 14, 2020.

(a) Stock Options. Stock Options granted pursuant to this Section 5(a) shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable. If the Administrator so determines, Stock Options may be granted in lieu of cash compensation at the optionee s election, subject to such terms and conditions as the Administrator may establish.

(i) Exercise Price. The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 5(a) shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant. If an employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation and an Incentive Stock Option is granted to such employee, the option price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the grant date.

(ii) Option Term. The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than 10 years after the date the Stock Option is granted. If an employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation and an Incentive Stock Option is granted to such employee, the term of such Stock Option shall be no more than five years from the date of grant.

(iii) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Administrator at or after the grant date. Subject to Section 2(b)(v), the Administrator may at any time accelerate the exercisability of all or any portion of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(iv) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods to the extent provided in the Option Award agreement:

(A) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(B) Through the delivery (or attestation to the ownership) of shares of Stock that are not then subject to restrictions under any company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(C) By the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; or

(D) With respect to Stock Options that are not Incentive Stock Options, by a net exercise arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

(E) Any other method permitted by the Administrator.

Payment instruments will be received subject to collection. The delivery of certificates representing the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in his stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Option Award agreement or applicable provisions of laws. In the event an optionee chooses to pay the purchase

Table of Contents

price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of shares attested to.

(v) Annual Limit on Incentive Stock Options. To the extent required for incentive stock option treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by an optionee during any calendar year shall not exceed $100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

(b) Non-transferability of Options. No Stock Option shall be transferable by the optionee otherwise than by will or by the laws of descent and distribution and all Stock Options shall be exercisable, during the optionee s lifetime, only by the optionee, or by the optionee s legal representative or guardian in the event of the optionee s incapacity. Notwithstanding the foregoing, the Administrator, in its sole discretion, may provide in the Award agreement regarding a given Option that the optionee may transfer his Non-Qualified Stock Options to members of his immediate family, to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Option.

(c) Form of Settlement. Shares of Stock issued upon exercise of a Stock Option shall be free of all restrictions under the Plan, except as otherwise provided in the Plan.

SECTION 6. STOCK APPRECIATION RIGHTS

(a) Nature of Stock Appreciation Rights. A Stock Appreciation Right is an Award entitling the recipient to receive shares of Stock having a value on the date of exercise calculated as follows: (i) the grant date exercise price of a share of Stock is (ii) subtracted from the Fair Market Value of the Stock on the date of exercise and (iii) the difference is multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

For example, if the grant date exercise price is $10.00 and the Fair Market Value on the date of exercise is $20.00, the difference is $10.00. If the grantee is exercising the Stock Appreciation Right as to 100 shares of Stock, he or she will receive shares with a value on the exercise date of $1,000.00 ($20.00 $10.00 = $10.00. $10.00 x 100 = $1,000.00.) The grantee will receive 50 shares of stock. ($1,000.00 ÷ $20.00 = 50 shares.)

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 5 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined from time to time by the Administrator. The term of a Stock Appreciation Right may not exceed ten years.

SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. A Restricted Stock Award is an Award entitling the recipient to acquire, at such purchase price as determined by the Administrator, shares of Stock subject to such restrictions and conditions as the Administrator may determine at the time of grant (Restricted Stock). Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The grant of a Restricted Stock Award is contingent on the grantee executing the Restricted Stock Award agreement. The terms and conditions of each such agreement shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Stockholder. Upon execution of a written instrument setting forth the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Stock, subject to such conditions contained in the written instrument evidencing the Restricted Stock Award. Unless the Administrator shall otherwise determine, certificates evidencing the

A-7

Table of Contents

Restricted Stock shall remain in the possession of the Company until such Restricted Stock is vested as provided in Section 7(d) below, and the grantee shall be required, as a condition of the grant, to deliver to the Company a stock power endorsed in blank.

(c) Restrictions. Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award agreement. If a grantee s employment (or other service relationship) with the Company and its Subsidiaries terminates for any reason, the Company shall have the right to repurchase Restricted Stock that has not vested at the time of termination at its original purchase price, from the grantee or the grantee s legal representative.

(d) Vesting of Restricted Stock. The Administrator at the time of grant shall specify the date or dates and/ or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Stock and the Company s right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Stock and shall be deemed vested. Except as may otherwise be provided by the Administrator either in the Award agreement or, subject to Section 16 below, in writing after the Award agreement is issued, a grantee s rights in any shares of Restricted Stock that have not vested shall automatically terminate upon the grantee s termination of employment (or other service relationship) with the Company and its Subsidiaries and such shares shall be subject to the Company s right of repurchase as provided in Section 7(c) above.

(e) Restriction Period. Restricted Stock subject to vesting upon the attainment of performance goals or objectives shall vest after the attainment of the stated performance goals or objectives but only after a restricted period of at least one (1) year. All other Restricted Stock shall vest after a restriction period of not less than three (3) years; provided, however, that any Restricted Stock with a time-based restriction may become vested incrementally over such three-year period.

(f) Waiver, Deferral and Reinvestment of Dividends. The Restricted Stock Award agreement may require or permit the immediate payment, waiver, deferral or investment of dividends paid on the Restricted Stock.

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. A Restricted Stock Unit is a bookkeeping entry representing the equivalent of one share of Stock for each Restricted Stock Unit awarded to a grantee and represents an unfunded and unsecured obligation of the Company. The Administrator shall determine the restrictions and conditions applicable to each Restricted Stock Unit at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award agreement shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. Notwithstanding the foregoing, in the event that any such Restricted Stock Units granted to employees shall have a performance-based goal, the restriction period with respect to such Award shall not be less than one year, and in the event any such Restricted Stock Units granted to employees shall have a time-based restriction only (without any prior performance condition to the grant or vesting thereof), the total restriction period with respect to such Award shall not be less than three years; provided, however, that any Restricted Stock Units with a time-based restriction may become vested incrementally over such three-year period. At the end of the vesting period, the Restricted Stock Units, to the extent vested, shall be settled in the form of shares of Stock. To the extent that an award of Restricted Stock Units is subject to Section 409A, it may contain such additional terms and conditions as the Administrator shall determine in its sole discretion in order for such Award to comply with the requirements of Section 409A.

(b) Election to Receive Restricted Stock Units in Lieu of Compensation. The Administrator may, in its sole discretion, permit a grantee to elect to receive a portion of future cash compensation otherwise due to such grantee in the form of an award of Restricted Stock Units. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Administrator and in accordance with Section 409A and such other rules and procedures established by the Administrator. Any such future cash compensation that the grantee elects to defer shall be converted to a fixed number of Restricted Stock Units based on the Fair Market Value of Stock on the date the compensation would otherwise have been paid to the

grantee if such payment had not been deferred as provided herein. The Administrator shall have the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Administrator deems appropriate. Any Restricted Stock Units that are elected to be received in lieu of cash compensation shall be fully vested, unless otherwise provided in the Award.

(c) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; provided, however, that the grantee may be credited with Dividend Equivalent Rights with respect to the phantom stock units underlying his Restricted Stock Units, subject to such terms and conditions as the Administrator may determine.

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award agreement or, subject to Section 16 below, in writing after the Award is issued, a grantee s right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee s termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason.

SECTION 9. UNRESTRICTED STOCK AWARDS

(a) Grant or Sale of Unrestricted Stock. The Administrator may, in its sole discretion, grant (or sell at a purchase price determined by the Administrator) an Unrestricted Stock Award to any grantee, pursuant to which such grantee may receive shares of Stock free of any restrictions (Unrestricted Stock) under the Plan. Unrestricted Stock Awards may be granted or sold as described in the preceding sentence in respect of past services or other valid consideration, or in lieu of any cash compensation due to such participant. The aggregate number of shares of Stock issuable pursuant to this Section 9, when combined with the number of shares of underlying unvested Stock Options accelerated pursuant to Section 2(b)(v) other than by reason of, or in connection with, any death, disability, retirement, employment termination, or Change of Control, is limited to ten percent (10%) of the maximum number of shares of Stock reserved and available for issuance under the Plan pursuant to Section 3(a), as amended.

(b) Elections to Receive Unrestricted Stock in Lieu of Compensation. Upon the request of a grantee and with the consent of the Administrator, each grantee may, pursuant to an advance written election delivered to the Company no later than the date specified by the Administrator, receive a portion of the cash compensation otherwise due to such grantee in the form of shares of Unrestricted Stock (valued at Fair Market Value on the date or dates the cash compensation would otherwise be paid) either currently or on a deferred basis.

(c) Restrictions on Transfers. The right to receive shares of Unrestricted Stock on a deferred basis may not be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution.

SECTION 10. PERFORMANCE SHARE AWARDS

(a) Nature of Performance Share Awards. A Performance Share Award is an Award entitling the recipient to acquire shares of Stock upon the attainment of specified performance goals. The Administrator may make Performance Share Awards independent of or in connection with the granting of any other Award under the Plan. The Administrator in its sole discretion shall determine whether and to whom Performance Share Awards shall be made, the performance goals, the periods during which performance is to be measured (which in the aggregate shall not be less than one (1) year), and all other limitations and conditions.

(b) Restrictions of Transfer. Performance Share Awards, and all rights with respect to such Awards may not be sold, assigned, transferred, pledged or otherwise encumbered.

(c) Rights as a Stockholder. A grantee receiving a Performance Share Award shall have the rights of a stockholder only as to shares actually received by the grantee under the Plan and not with respect to shares subject to the Award but not actually received by the grantee. A grantee shall be entitled to receive a stock certificate evidencing the acquisition of shares of Stock under a Performance Share Award only upon satisfaction of all conditions specified in the Performance Share Award agreement (or in a performance plan adopted by the Administrator).

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award agreement or, subject to Section 16 below, in writing after the Award agreement is issued, a grantee s rights in all

Performance Share Awards shall automatically terminate upon the grantee s termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason.

SECTION 11. PERFORMANCE-BASED AWARDS TO COVERED EMPLOYEES

(a) Performance-Based Awards. A Performance-Based Award means any Restricted Stock Award, Restricted Stock Units, or Performance Share Award granted to a Covered Employee that is intended to qualify as performance-based compensation under Section 162(m) of the Code and any regulations appurtenant thereto. Any employee or other key person providing services to the Company and who is selected by the Administrator may be granted one or more Performance-Based Awards in the form of a Restricted Stock Award, Restricted Stock Units or Performance Share Awards payable upon the attainment of Performance Goals that are established by the Administrator and related to one or more of the Performance Criteria, in each case on a specified date or dates or over any period or periods determined by the Administrator. The Administrator shall define in an objective fashion the manner of calculating the Performance Criteria it selects to use for any Performance Cycle. Depending on the Performance Criteria used to establish such Performance Goals, the Performance Goals may be expressed in terms of overall company performance or the performance of a division, business unit, or an individual. The Administrator, in its discretion, may adjust or modify the calculation of Performance Goals for such Performance Cycle in order to prevent the dilution or enlargement of the rights of an individual (i) in the event of, or in anticipation of, any unusual or extraordinary corporate item, transaction, event or development, (ii) in recognition of, or in anticipation of, any other unusual or nonrecurring events affecting the Company, or the financial statements of the Company, or (iii) in response to, or in anticipation of, changes in applicable laws, regulations, accounting principles, or business conditions provided however, that the Administrator may not exercise such discretion in a manner that would increase the Performance-Based Award granted to a Covered Employee. Each Performance-Based Award shall comply with the provisions set forth below.

(b) Grant of Performance-Based Awards. With respect to each Performance-Based Award granted to a Covered Employee, the Administrator shall select, within the first 90 days of a Performance Cycle (or, if shorter, within the maximum period allowed under Section 162(m) of the Code) the Performance Criteria for such grant, and the Performance Goals with respect to each Performance Criterion (including a threshold level of performance below which no amount will become payable with respect to such Award). Each Performance- Based Award will specify the amount payable, or the formula for determining the amount payable, upon achievement of the various applicable performance targets. The Performance Criteria established by the Administrator may be (but need not be) different for each Performance Cycle and different Performance Goals may be applicable to Performance-Based Awards to different Covered Employees.

(c) Payment of Performance-Based Awards. Following the completion of a Performance Cycle, the Administrator shall meet to review and certify in writing whether, and to what extent, the Performance Goals for the Performance Cycle have been achieved and, if so, to also calculate and certify in writing the amount of the Performance-Based Awards earned for the Performance Cycle. The Administrator shall then determine the actual size of each Covered Employee s Performance-Based Award, and, in doing so, may reduce or eliminate the amount of the Performance-Based Award for a Covered Employee if, in its sole judgment, such reduction or elimination is appropriate.

(d) Maximum Award Payable. The maximum Performance-Based Award payable to any one Covered Employee under the Plan for a Performance Cycle is 200,000 shares of Stock (subject to adjustment as provided in Section 3(c) hereof).

SECTION 12. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. A Dividend Equivalent Right is an Award entitling the recipient to receive credits based on cash dividends that would be paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares were held by the recipient. A Dividend Equivalent Right may be granted hereunder to any participant, as a component of another Award or as a freestanding award. The terms and conditions of Dividend Equivalent Rights shall be specified in the grant. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any

such reinvestment shall be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of another Award may provide that such Dividend Equivalent Right shall be settled upon exercise, settlement, or payment of, or lapse of restrictions on, such other award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other award. A Dividend Equivalent Right granted as a component of another Award may also contain terms and conditions different from such other award.

(b) Interest Equivalents. Any Award under this Plan that is settled in whole or in part in cash on a deferred basis may provide in the grant for interest equivalents to be credited with respect to such cash payment. Interest equivalents may be compounded and shall be paid upon such terms and conditions as may be specified by the grant.

SECTION 13. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes taxable, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such income. The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company s obligation to deliver stock certificates to any grantee is subject to and conditioned on tax obligations being satisfied by the grantee. The Company s obligation to deliver stock certificates to any grantee is subject to and is conditioned on tax obligations being satisfied by the grantee.

(b) Payment in Stock. If provided in the instrument evidencing an Award, the Company may elect to have the minimum required tax withholding obligation satisfied, in whole or in part, by (i) withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due, or (ii) allowing a grantee to transfer to the Company shares of Stock owned by the grantee with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due.

SECTION 14. SECTION 409A AWARDS

To the extent that any Award is determined to constitute nonqualified deferred compensation within the meaning of Section 409A (a 409A Award), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a separation from service (within the meaning of Section 409A) to a grantee who is then considered a specified employee

(within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee s separation from service, or (ii) the grantee s death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any 409A Award may not be accelerated or postponed except to the extent permitted by Section 409A.

SECTION 15. TRANSFER, LEAVE OF ABSENCE, ETC.

For purposes of the Plan, the following events shall not be deemed a termination of employment:

(a) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or

(b) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employees right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

SECTION 16. AMENDMENTS AND TERMINATION

Subject to requirements of law or any stock exchange or similar rules which would require a vote of the Company s shareholders, the Board may, at any time, amend or discontinue the Plan and the Administrator may,

A-11

Table of Contents

at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the holder s consent. If and to the extent determined by the Administrator to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code or to ensure that compensation earned under Awards qualifies as performance-based compensation under Section 162(m) of the Code, if and to the extent intended to so qualify, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 16 shall limit the Administrator s authority to take any action permitted pursuant to Section 3(c).

SECTION 17. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company s obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

SECTION 18. CHANGE OF CONTROL PROVISIONS

Upon the occurrence of a Change of Control as defined in this Section 18:

(a) Each outstanding Stock Option shall automatically become fully exercisable.

(b) Except as otherwise provided in the applicable Award Agreement, conditions and restrictions on each outstanding Restricted Stock Award, Restricted Stock Unit and Performance Share Award will be removed.

(c) Change of Control shall mean the occurrence of any one of the following events:

(i) any Person, as such term is used in Sections 13(d) and 14(d) of the Act (other than the Company, any of its Subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its Subsidiaries), together with all affiliates and associates (as such terms are defined in Rule 12b-2 under the Exchange Act) of such person, shall become the beneficial owner (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing in excess of 50% of either (A) the combined voting power of the Company s then outstanding securities having the right to vote in an election of the Company s Board of Directors (Voting Securities) or (B) the then outstanding shares of Stock of the Company (in either such case other than as a result of an acquisition of securities directly from the Company); or

(ii) persons who, as of the Effective Date, constitute the Company s Board of Directors (the Incumbent Directors) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board, provided that any person becoming a director of the Company subsequent to the Effective Date shall be considered an Incumbent Director if such person s election was approved by or such person was nominated for election by either (A) a vote of at least a majority of the Incumbent Directors or (B) a vote of at least a majority of the Incumbent Directors who are members of a nominating committee comprised, in the majority, of Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of members of the Board of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director; or

(iii) the consummation of a consolidation, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a Corporate Transaction); excluding, however, a

Corporate Transaction in which the stockholders of the Company immediately prior to the Corporate Transaction, would, immediately after the Corporate Transaction, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 80% of the voting shares of the corporation issuing cash or securities in the Corporate Transaction (or of its ultimate parent corporation, if any); or

(iv) the approval by the stockholders of any plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of shares of Voting Securities beneficially owned by any person in excess of 50% or more of the combined voting power of all then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns in excess of 50% of the combined voting power of all then outstanding Voting Securities, then a Change of Control shall be deemed to have occurred for purposes of the foregoing clause (i).

SECTION 19. GENERAL PROVISIONS

(a) No Distribution; Compliance with Legal Requirements. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

No shares of Stock shall be issued pursuant to an Award until all applicable securities law and other legal and stock exchange or similar requirements, whether located in the United States or a foreign jurisdiction, have been satisfied. The Administrator may require the placing of such stop-orders and restrictive legends on certificates for Stock and Awards as it deems appropriate.

No Award under the Plan shall be a nonqualified deferred compensation plan, as defined in Code Section 409A, unless such Award meets in form and in operation the requirements of Code Section 409A(a)(2),(3), and (4).

(b) Delivery of Stock Certificates. Stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee s last known address on file with the Company.

(c) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(d) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to such company s insider trading policy, as in effect from time to time.

(e) Forfeiture of Awards under Sarbanes-Oxley Act. If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under the securities laws, then, to the extent required by law, any grantee who is one of the individuals subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002 shall reimburse the Company for the amount of any Award received by such individual under the Plan during the 12-month period following the first public issuance or filing with the United States Securities and Exchange Commission, as the case may be, of the financial document embodying such financial reporting requirement.

(f) Loans to Grantees. The Company shall have the authority to make loans to grantees of Awards hereunder (including to facilitate the purchase of shares) and shall further have the authority to issue shares for promissory notes hereunder.

(g) Designation of Beneficiary. At the discretion of the Administrator the instrument evidencing an Award may permit the grantee to designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee s death. Any such designation shall be on a form provided for that purpose by the Administrator and shall not be effective until received by the Administrator. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee s estate.

SECTION 20. EFFECTIVE DATE OF PLAN

This Plan shall become effective upon approval by the holders of a majority of the shares of Stock of the Company present or represented and entitled to vote at a meeting of stockholders at which a quorum is present or by written consent of the stockholders. Subject to such approval by the stockholders, Stock Options and other Awards may be granted hereunder on and after adoption of this Plan by the Board.

SECTION 21. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles.

Table of Contents

Appendix B

EXPLANATORY NOTE: This Appendix B contains a copy of the Alere Inc. 2001 Employee Stock Purchase Plan, as previously amended, and as proposed to be amended by Proposal 3 included in the proxy statement to which this Appendix B is attached.

ALERE INC.

2001 EMPLOYEE STOCK PURCHASE PLAN

The purpose of the Alere Inc. 2001 Employee Stock Purchase Plan (the Plan) is to provide eligible employees of Alere Inc. (the Company) and certain of its subsidiaries with opportunities to purchase shares of the Company s common stock, par value $0.001 per share (the Common Stock). Five million (5,000,000) shares of Common Stock in the aggregate have been approved and reserved for this purpose. The Plan is intended to constitute an employee stock purchase plan within the meaning of Section 423(b) of the Internal Revenue Code of 1986, as amended (the Code), and shall be interpreted in accordance with that intent.

1. Administration. The Plan will be administered by the person or persons (the Administrator) appointed by the Company s Board of Directors (the Board) for such purpose. The Administrator has authority to make rules and regulations for the administration of the Plan, and its interpretations and decisions with regard thereto shall be final and conclusive. No member of the Board or individual exercising administrative authority with respect to the Plan shall be liable for any action or determination made in good faith with respect to the Plan or any option granted hereunder.

2. Offerings. The Company will make one or more offerings to eligible employees to purchase Common Stock under the Plan (Offerings). Unless otherwise determined by the Administrator, the initial Offering will begin on January 1, 2002 and will end on the following June 30, 2002 (the Initial Offering). Thereafter, unless otherwise determined by the Administrator, an Offering will begin on the first business day occurring on or after each January 1 and July 1 and will end on the last business day occurring on or before the following June 30 and December 31, respectively. The Administrator may, in its discretion, designate a different period for any Offering, provided that no Offering shall exceed one year in duration. The Board may also commence a special Offering for employees of Designated Subsidiaries who are eligible to participate in the Plan that will begin on the date that an acquired company is acquired or becomes a Designated Subsidiary, and will end on the next June 30 or December 31, which ever shall occur first.

3. Eligibility. All employees of the Company (including employees who are also directors of the Company) and all employees of each Designated Subsidiary (as defined in Section 11) are eligible to participate in any one or more of the Offerings under the Plan, provided that as of the first day of the applicable Offering (the Offering Date) they are customarily employed by the Company or a Designated Subsidiary for more than 20 hours a week and have completed at least three (3) consecutive calendar months of employment with the Company or any Designated Subsidiary (including periods of employment with the Designated Subsidiary which pre-date such designation and/or the acquisition of the Designated Subsidiary by the Company or any subsidiary thereof). To the extent that a subsidiary of the Company was made a Designated Subsidiary subsequent to an acquisition pursuant to which a substantial amount of assets was acquired by such Designated Subsidiary, whether via a merger, asset acquisition or otherwise, employment with any legal predecessor entity or any entity transferring assets to the Designated Subsidiary as part of such acquisition shall be counted as employment with the Designated Subsidiary.

4. Participation. An employee eligible on any Offering Date, who is not, as of such date, participating in another Offering of the Company, may participate in such Offering by submitting an enrollment form to his appropriate payroll location at least 10 business days before the Offering Date (or by such other deadline as shall be established for the Offering). An employee who does not enroll in accordance with these procedures will be deemed to have waived his right to participate. Unless an employee files a new enrollment form or withdraws from the Plan, his deductions and purchases will continue at the same percentage of Compensation for future Offerings, provided he remains eligible. Notwithstanding the foregoing, participation in the Plan will neither be permitted nor be denied contrary to the requirements of the Code.

Table of Contents

5. Employee Contributions. Each eligible employee may authorize payroll deductions at a minimum of two percent (2%) up to a maximum of ten percent (10%) of his Compensation for each pay period. The Company will maintain book accounts showing the amount of payroll deductions made by each participating employee for each Offering. No interest will accrue or be paid on payroll deductions.

6. Deduction Changes. An employee may not increase his payroll deduction during any Offering. An employee generally may not decrease his payroll deduction during an Offering, but may terminate his payroll deduction for the remainder of the Offering, either with or without withdrawing from the Offering under Section 7. To terminate his payroll deduction without withdrawing from the Offering, an employee must submit written notice at least ten (10) business days (or such shorter period as shall be established) before the payroll date on which the change becomes effective. Subject to the requirements of Sections 4 and 5, an employee may either increase or decrease his payroll deduction with respect to the next Offering by filing a new enrollment form at least ten (10) business days before the next Offering Date (or by such other deadline as shall be established for the Offering). An employee who has terminated his payroll deduction during an Offering must submit a new enrollment form in order to participate in a subsequent Offering.

7. Withdrawal. An employee may withdraw from participation in an Offering by delivering a written notice of withdrawal to his appropriate payroll location no later than two (2) business days prior to the Exercise Date (as defined below) of such Offering. The employee s withdrawal will be effective as of the next business day. Following an employee s withdrawal, the Company will promptly refund to him his entire account balance under the Plan (after payment for any Common Stock purchased before the effective date of withdrawal). Partial withdrawals are not permitted. The employee may not begin participation again during the remainder of the Offering and is deemed to have withdrawn from the Plan. The employee may enroll in a subsequent Offering in accordance with Section 4.

8. Grant of Options. On each Offering Date, the Company will grant to each eligible employee who is then a participant in the Plan an option (Option) to purchase on the last day of such Offering (the Exercise Date), at the Option Price hereinafter provided for, (a) a number of shares of Common Stock, which number shall be the number of shares (rounded down to the nearest whole share) which is obtained by (i) multiplying $25,000 by the quotient obtained by dividing the number of months in the Offering by 12, and (ii) dividing that product by the Fair Market Value of the Common Stock on the Offering Date, or (b) such other lesser maximum number of shares as shall have been established by the Administrator in advance of the Offering; provided, however, that such Option shall be subject to the limitations set forth below. The purchase price for each share purchased under each Option (the Option Price) will be 85% of the Fair Market Value of the Common Stock on the Offering Date or the Exercise Date, whichever is less. Each employee s Option shall be exercisable only to the extent of such employee s accumulated payroll deductions on the relevant Exercise Date.

Notwithstanding the foregoing, no employee may be granted an option hereunder if such employee, immediately after the option was granted, would be treated as owning stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any Parent or Subsidiary (as defined in Section 11). For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code shall apply in determining the stock ownership of an employee, and all stock which the employee has a contractual right to purchase shall be treated as stock owned by the employee. In addition, no employee may be granted an Option which permits his rights to purchase stock under the Plan, and any other employee stock purchase plan of the Company and its Parents and Subsidiaries, to accrue at a rate which exceeds $25,000 of the fair market value of such stock (determined on the option grant date or dates) for each calendar year in which the Option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code and shall be applied taking Options into account in the order in which they were granted.

9. Exercise of Option and Purchase of Shares. Each employee who continues to be a participant in the Plan on the Exercise Date shall be deemed to have exercised his Option on such date and shall acquire from the Company such number of whole shares of Common Stock reserved for the purpose of the Plan as his accumulated payroll deductions on such date will purchase at the Option Price, subject to any other limitations contained in the Plan. Any amount remaining in an employee s account at the end of an Offering solely by reason of the inability to purchase a fractional share will be carried forward to the next Offering; any other balance remaining in an employee s account at the end of an Offering will be refunded to the employee promptly.

10. Issuance of Certificates. Certificates representing shares of Common Stock purchased under the Plan may be issued only in the name of the employee, in the name of the employee and another person of legal age as joint tenants with rights of survivorship, or in the name of a broker authorized by the employee to be his, or their, nominee for such purpose.

11. Definitions.
The term Compensation means the amount of gross base pay and commissions, prior to salary reduction pursuant to Sections 125, 132(f) or 401(k) of the Code, but excluding overtime, incentive or bonus awards, allowances and reimbursements for expenses such as relocation allowances or travel expenses, income or gains on the exercise of Company stock options, and similar items.

The term Designated Subsidiary means any present or future Subsidiary (as defined below) that has been designated by the Board to participate in the Plan. The Board may so designate any Subsidiary, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the stockholders.

The term Fair Market Value of the Common Stock on any given date means the fair market value of the Common Stock determined in good faith by the Administrator; provided, however, that if the Common Stock is admitted to quotation on the National Association of Securities Dealers Automated Quotation System (NASDAQ) or national securities exchange, the determination shall be made by reference to market quotations. If there are no market quotations for such date, the determination shall be made by reference to the last date preceding such date for which there are market quotations.

The term Parent means a parent corporation with respect to the Company, as defined in Section 424(e) of the Code.

The term Subsidiary means a subsidiary corporation with respect to the Company, as defined in Section 424(f) of the Code.

12. Rights on Termination of Employment. If a participating employee s employment terminates for any reason before the Exercise Date for any Offering, no payroll deduction will be taken from any pay due and owing to the employee and the balance in his account will be paid to him or, in the case of his death, to his designated beneficiary as if he had withdrawn from the Plan under Section 7. An employee will be deemed to have terminated employment, for this purpose, if the corporation that employs him, having been a Designated Subsidiary, ceases to be a Subsidiary, or if the employee is transferred to any corporation other than the Company or a Designated Subsidiary. An employee will not be deemed to have terminated employment, for this purpose, if the employee is on an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee s right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise provides in writing.

13. Special Rules. Notwithstanding anything herein to the contrary, the Administrator may adopt special rules applicable to the employees of a particular Designated Subsidiary, whenever the Administrator determines that such rules are necessary or appropriate for the implementation of the Plan in a jurisdiction where such Designated Subsidiary has employees; provided that such rules are consistent with the requirements of Section 423(b) of the Code. Such special rules may include (by way of example, but not by way of limitation) the establishment of a method for employees of a given Designated Subsidiary to fund the purchase of shares other than by payroll deduction, if the payroll deduction method is prohibited by local law or is otherwise impracticable. Any special rules established pursuant to this Section 13 shall, to the extent possible, result in the employees subject to such rules having substantially the same rights as other participants in the Plan. The Administrator may also adopt sub-plans applicable to particular Designated Subsidiaries or locations, which sub- plans may be designed to be outside the scope of Section 423. The rules of such sub-plans may take precedence over other provisions of this Plan, with the exception of the number of shares of Common Stock approved and reserved for use under the Plan, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.

14. Optionees Not Stockholders. Neither the granting of an Option to an employee nor the deductions from his pay shall constitute such employee a holder of the shares of Common Stock covered by an Option under the Plan unless and until such shares have been purchased by and issued to him.

15. Rights Not Transferable. Rights under the Plan are not transferable by a participating employee other than by will or the laws of descent and distribution, and are exercisable during the employee s lifetime only by the employee.

16. Application of Funds. All funds received or held by the Company under the Plan may be combined with other corporate funds and may be used for any corporate purpose.

17. Adjustment in Case of Changes Affecting Common Stock. In the event of a subdivision of outstanding shares of Common Stock, or the payment of a dividend in Common Stock, the number of shares approved for the Plan, and the share limitation set forth in Section 8, shall be increased proportionately, and such other adjustment shall be made as may be deemed equitable by the Administrator. In the event of any other change affecting the Common Stock, such adjustment shall be made as may be deemed equitable by the Administrator to give proper effect to such event.

18. Amendment of the Plan. The Board may at any time, and from time to time, amend the Plan in any respect, except that without the approval, within 12 months of such Board action, by the stockholders, no amendment shall be made increasing the number of shares approved for the Plan or making any other change that would require stockholder approval in order for the Plan, as amended, to qualify as an employee stock purchase plan under Section 423(b) of the Code.

19. Insufficient Shares. If the total number of shares of Common Stock that would otherwise be purchased on any Exercise Date plus the number of shares purchased under previous Offerings under the Plan exceeds the maximum number of shares issuable under the Plan, the shares then available shall be apportioned among participants in proportion to the amount of payroll deductions accumulated on behalf of each participant that would otherwise be available to be used to purchase Common Stock on such Exercise Date.

20. Termination of the Plan. The Plan may be terminated at any time by the Board. Upon termination of the Plan, all amounts in the accounts of participating employees shall be promptly refunded.

21. Governmental Regulations. The Company s obligation to sell and deliver Common Stock under the Plan is subject to obtaining all governmental approvals required in connection with the authorization, issuance, or sale of such stock.

The Plan shall be governed by Delaware law except to the extent that such law is preempted by federal law.

22. Issuance of Shares. Shares may be issued upon exercise of an Option from authorized but unissued Common Stock, from shares held in the treasury of the Company, or from any other proper source.

23. Tax Withholding. Participation in the Plan is subject to any minimum required tax withholding on income of the participant in connection with the Plan. Each employee agrees, by entering the Plan, that the Company and its Subsidiaries shall have the right to deduct any such taxes from any payment of any kind otherwise due to the employee, including shares issuable under the Plan.

24. Notification Upon Sale of Shares. Each employee agrees, by entering the Plan, to give the Company prompt notice of any disposition of shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such shares were purchased.

25. Effective Date and Approval of Shareholders. The Plan shall take effect on the later of the date it is adopted by the Board and the date it is approved by the holders of a majority of the votes cast at a meeting of stockholders at which a quorum is present or by written consent of the stockholders.

Appendix C

FIFTH AMENDMENT TO THE

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ALERE INC.

PURSUANT TO SECTION 242

OF THE GENERAL CORPORATION LAW OF

THE STATE DELAWARE

Alere Inc., a corporation organized and existing under the laws of the State of Delaware (the Corporation), hereby certifies:

The Board of Directors of the Corporation, by vote of its members, duly adopted, pursuant to Section 242 of the Delaware General Corporation Law (the DGCL), an amendment to the Amended and Restated Certificate of Incorporation of the Corporation filed with the Delaware Secretary of State on November 19, 2001, as amended, and declared said amendment to be advisable. The amendment was duly adopted by the affirmative vote of the stockholders in accordance with the provisions of Section 242 of the DGCL. The amendment is as follows.

RESOLVED: That the second paragraph of Article V of the Amended and Restated Certificate of Incorporation of the Corporation be amended to read as follows:

Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation may be called by (i) the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office or (ii) stockholders holding in the aggregate not less than twenty five percent (25%) of the total voting power of the shares of stock of the Corporation, as calculated in accordance with the By-laws of the Corporation. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation.

RESOLVED: That Section 4 of Article VI of the Amended and Restated Certificate of Incorporation be amended to read as follows:

4. Vacancies. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect Directors and to fill vacancies in the Board of Directors relating thereto, any and all vacancies in the Board of Directors, except for a vacancy caused by the removal of a director by the stockholders without cause, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board of Directors, and not by the stockholders. Any vacancy occurring as a result of the removal of a director by the stockholders without cause shall be filled by the stockholders. Any Director appointed or elected in accordance with this section shall hold office for a term expiring at the next annual meeting of stockholders (or special meeting in lieu thereof) and until such Director s successor shall have been duly elected and qualified or until his or her earlier death, resignation, disqualification or removal. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

Table of Contents

IN WITNESS WHEREOF, the Corporation has caused this Fifth Amendment to the Amended and Restated Certificate of Incorporation to be executed on its behalf by its ________, ________, as of this __ day of________, 2014.

Alere Inc.

By: ______________________________________

Name:

Title:

C-2

Table of Contents

Appendix D

ARTICLE I, SECTIONS 2-3

OF THE

AMENDED AND RESTATED BY-LAWS OF ALERE INC.

(to become effective only upon stockholder approval of the Special Meeting Proposal)

SECTION 2. Special Meetings.

(a) Except as otherwise required by statute or the Amended and Restated Certificate of Incorporation of the Corporation (as amended or restated from time to time, the Certificate) and subject to the rights, if any, of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation may be called only (i) by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office or (ii) at the request of stockholders of the Corporation in accordance with Section 2(b).

(b) This Section 2(b) is the exclusive means by which one or more stockholders of the Corporation may request the calling of a special meeting of the stockholders of the Corporation. A special meeting of the stockholders of the Corporation shall be called by the Secretary of the Corporation upon the delivery to the Secretary of the Corporation at the principal executive offices of the Corporation of a written request of one or more stockholders who are stockholders of record at the time the request is delivered holding Net Long Shares (as defined and determined in accordance with this Section 2(b)) representing in the aggregate not less than twenty-five percent (25%) of the total voting power of the shares of common stock of the Corporation outstanding and entitled to vote on the matter or matters to be brought before the proposed special meeting (the Requisite Percentage), and who have held Net Long Shares constituting at least the Requisite Percentage continuously for a period of at least one (1) year prior to the date of delivery of such request (the One-Year Period). For purposes of this Section 2(b) and for determining the Requisite Percentage, the Net Long Shares with respect to each stockholder of record or beneficial owner, if any, on whose behalf the request is being made (each such record or beneficial owner, a Requesting Stockholder) shall be limited to the number of shares of common stock of the Corporation beneficially owned, directly or indirectly, by the Requesting Stockholder that constitute such Requesting Stockholder s net long position as defined in Rule 14e-4 under the Securities Exchange Act of 1934, as amended (the Exchange Act), or any successor provision, provided that (x) for purposes of such definition, in determining such Requesting Stockholder s short position, the reference in such Rule to (A) the date that a tender offer is first publicly announced or otherwise made known by the bidder to holders of the security to be acquired shall be the date on which the special meeting request is delivered to the Secretary of the Corporation, (B) the highest tender offer price or stated amount of the consideration offered for the subject security shall refer to the closing sale price of the Corporation s common stock on the principal stock exchange on which such common stock is traded on such date (or, if such date is not a trading day, the next succeeding trading day), (C) the person whose securities are the subject of the offer shall refer to the Corporation and (D) the subject security shall refer to the common stock of the Corporation; and (y) to the extent not covered by such Rule, the net long position of such Requesting Stockholder shall be reduced by the number of shares as to which such Requesting Stockholder does not, or will not, have the right to vote or direct the vote at such special meeting or as to which such Requesting Stockholder has, at any time during the One-Year Period, entered into any derivative or other agreement, arrangement or understanding that hedges or transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of such shares. In addition, to the extent any affiliate or affiliates of the Requesting Stockholder are acting in concert with the Requesting Stockholder with respect to the calling of the special meeting, the determination of Net Long Shares may include the effect of aggregating the Net Long Shares (including any negative number) of such affiliate or affiliates. The Net Long Shares of each Requesting Stockholder shall be determined in good faith by the Board of Directors, which determination shall be conclusive and binding on the Corporation and the stockholders. The date of delivery of the special meeting request shall be the first date on which valid special meeting requests constituting the Requisite Percentage have been delivered to the Secretary of the Corporation. A request to the Secretary of the Corporation for a special meeting of stockholders shall only be valid if signed and dated by each Requesting

Table of Contents

Stockholder, or a duly authorized agent of such Requesting Stockholder, and only if accompanied by (i) a notice in proper written form setting forth the information that would be required by paragraph (a) of Section 3 of this Article I in order to propose at an annual meeting the matters proposed to be brought before the special meeting; (ii) a representation by the Requesting Stockholders that within five (5) business days after the record date for any such special meeting they will provide such information as of the record date for such special meeting; (iii) documentary evidence that the Requesting Stockholders hold and have held Net Long Shares constituting the Requisite Percentage as of the date on which the request is delivered to the Secretary of the Corporation and continuously during the One-Year Period; provided, however, that if the stockholders of record requesting the special meeting are not the beneficial owners of the Net Long Shares representing the Requisite Percentage, the request must also include documentary evidence (or, if not simultaneously provided with the special meeting request, such documentary evidence must be delivered to the Corporation within ten (10) days after the date of delivery of the special meeting request to the Secretary of the Corporation) that the beneficial owners on whose behalf the request is being made beneficially own and have beneficially owned Net Long Shares constituting the Requisite Percentage as of the date on which the request is delivered to the Secretary of the Corporation and continuously during the One-Year Period; and (iv) an agreement by the Requesting Stockholders to notify the Corporation promptly and in reasonable detail of any decrease in the number of Net Long Shares held by the Requesting Stockholders (and, if any affiliate or affiliates of a Requesting Stockholder are acting in concert with any Requesting Stockholder with respect to the calling of the special meeting, any such affiliate or affiliates) following delivery of the special meeting request and an acknowledgment by the Requesting Stockholders that any such decrease prior to the special meeting shall be deemed a revocation of such request to the extent of such decrease. A special meeting requested by stockholders shall be held at such hour, date and place within or without the United States which is fixed by the Board of Directors; provided, however, that the date of any such special meeting shall not be more than ninety (90) days after the request to call the special meeting is received by the Secretary of the Corporation. Notwithstanding the foregoing, a special meeting requested by stockholders shall not be held if (i) the stated business to be brought before the special meeting is not a proper subject for action by stockholders under applicable law, (ii) the special meeting request was delivered during the period commencing ninety (90) days prior to the first anniversary of the preceding year s Annual Meeting and ending on the earlier of (A) the date of the next Annual Meeting and (B) thirty (30) days after the first anniversary of the preceding year s Annual Meeting, (iii) the Board of Directors has called or calls for a meeting of stockholders to be held within ninety (90) days after the Secretary of the Corporation receives the request for the special meeting and the Board of Directors determines in good faith that the business of such meeting includes (among any other matters properly brought before the meeting) substantially the same business specified in the request or (iv) an annual or special meeting that included substantially the same business specified in the request (as determined in good faith by the Board of Directors) was held not more than ninety (90) days before the request to call the special meeting was received by the Secretary of the Corporation. A stockholder may revoke a request for a special meeting at any time by written revocation delivered to the Secretary of the Corporation, and if, following any such revocation (or any deemed revocation), there are unrevoked requests from stockholders holding in the aggregate less than the Requisite Percentage, the Board of Directors, in its discretion, may cancel the special meeting. Business transacted at a special meeting requested by stockholders shall be limited to the purpose(s) stated in the request for meeting, provided, however, that the Board of Directors shall have the authority in its discretion to submit additional matters to the stockholders (including director nominations), and to cause other business to be transacted, at any special meeting requested by stockholders.

(c) Only those matters set forth in the Corporation s notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation.

SECTION 3. Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an Annual Meeting (a) pursuant to the Corporation s notice of meeting, (b) by or at the direction of the Board of Directors or (c) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for

in this Section 3, who is entitled to vote at the meeting, who is present (in person or by proxy) at the meeting and who complies with the notice procedures set forth in this Section 3. In addition to the other requirements set forth in these By-laws, for any proposal of business to be considered at an Annual Meeting, it must be a proper subject for action by stockholders of the Corporation under applicable law.

(2) For nominations or other business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (c) of paragraph (a)(1) of this Section 3, the stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder s notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year s Annual Meeting; provided, however, that in the event that the date of the Annual Meeting is advanced by more than 30 days before or delayed by more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to such Annual Meeting and not later than the close of business on the later of the 90th day prior to such Annual Meeting or the 10th day following the day on which public announcement of the date of such meeting is first made. To be in proper written form, such stockholder s notice shall set forth or include: (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act, or any successor provision, (ii) such person s written consent to being named in the proxy statement as a nominee and to serving as a director if elected, and (iii) a description of any agreement, arrangement or understanding relating to any direct or indirect compensation, reimbursement or indemnification in connection with such person s service or action as a director; (b) as to any other business that the stockholder proposes to bring before the meeting, (i) a brief description of the business desired to be brought before the meeting, (ii) the reasons for conducting such business at the meeting, (iii) the text of the proposal (including the exact text of any resolutions proposed for consideration and, if such business includes a proposal to amend the By-laws, the exact text of the proposed amendment) and (iv) any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and any affiliate or associate of each such person; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation s books, and of such beneficial owner, (ii) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner as of the date of the notice and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner as of the record date for the meeting, and (iii) a representation that the stockholder intends to be present in person or by proxy at the meeting to propose such nomination or other business; (d) as to the stockholder giving the notice or, if the notice is given on behalf of a beneficial owner on whose behalf the nomination or proposal is made, as to such beneficial owner, (i) a description of any agreement, arrangement or understanding (whether or not in writing) with respect to the nomination or other business between or among such stockholder or beneficial owner or any affiliate or associate of such person and any other person, including without limitation the names and addresses of such other person(s) and any agreements that would be required to be described or reported pursuant to Item 5 or Item 6 of Schedule 13D (or any successor provision, and regardless of whether the requirement to file a Schedule 13D is applicable to the stockholder or beneficial owner) and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (ii) a description of any agreement, arrangement or understanding (whether or not in writing, and including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares, regardless of whether settled in shares or cash) that has been entered into as of the date of the stockholder s notice by, or on behalf of, such stockholder or beneficial owner, the effect or intent of which is to mitigate loss, manage risk or benefit from changes in the share price of any class of the Corporation s capital stock, or increase or decrease the voting power of the stockholder or beneficial owner with respect to

shares of stock of the Corporation, including the notional number of shares that are the subject of such agreement, arrangement or understanding, and a representation that the stockholder will notify the Corporation in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (iii) a statement as to whether the stockholder or beneficial owner will engage in a solicitation with respect to such nomination or proposal and, if so, the name of each participant (as defined in Item 4 of Schedule 14A under the Exchange Act, or any successor provision) in such solicitation and whether such person or group intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation s outstanding capital stock required to elect a director to be nominated by the stockholder or approve or adopt the business to be proposed by the stockholder and (iv) all information relating to such stockholder or beneficial owner that is required to be disclosed in solicitations of proxies for the election of directors in an election contest and/or the proposal to be made, as the case may be, in each case pursuant to Regulation 14A under the Exchange Act or any successor provision; (v) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, such stockholder s and beneficial owner s written consent to the public disclosure of information provided to the Corporation in connection with such notice. A nomination or proposal shall be deemed not to be made on behalf of a beneficial owner if such beneficial owner (i) is not the stockholder making the nomination or proposal, (ii) is not a person that directed, requested or suggested that the nomination or proposal be made, (iii) is not a participant (as defined in Item 4 of Schedule 14A under the Exchange Act, or any successor provision) in the solicitation with respect to the nomination or proposal, (iv) is not an affiliate or associate of any of the foregoing persons, (v) is not acting in concert with any of the foregoing persons with respect to the nomination or proposal and (vi) does not have any agreement, arrangement or understanding (whether or not in writing) relating specifically, expressly or primarily to such nomination or proposal or the Corporation with any of the foregoing persons.

(3) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Section 3 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least 85 days prior to the first anniversary of the preceding year s Annual Meeting, a stockholder s notice required by this Section 3 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(b) General Provisions Applicable to Annual or Special Meetings of Stockholders.

(1) Only such persons who are nominated in accordance with the provisions of these By-laws shall be eligible for election and to serve as directors and only such business shall be conducted at any annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the provisions of these By-laws. The Board of Directors or a designated committee thereof shall have the power to determine whether a nomination or any business proposed to be brought before any annual or special meeting or a request for a special meeting of stockholders was made in accordance with the provisions of these By-laws (including the requirement to provide the information required to be provided to the Corporation under these By-laws within five business days following the record date for the meeting). If neither the Board of Directors nor such designated committee makes a determination as to whether any stockholder proposal or nomination or any request for a special meeting of stockholders was made in accordance with the provisions of these By-laws, the presiding officer of the annual or special meeting shall have the power and duty to determine whether the stockholder proposal or nomination or request for a special meeting of stockholders was made in accordance with the provisions of these By-laws. If the Board of Directors or a designated committee thereof or the presiding officer, as applicable, determines that any stockholder proposal or nomination or any request for a special meeting of stockholders was not made in accordance with the provisions of these By-laws, such proposal or nomination shall be disregarded and shall not be presented for action at the meeting, or such request shall be disregarded and such special meeting of stockholders shall not be held, in each case notwithstanding that proxies in respect of such matters may have been received.

Table of Contents

(2) Even if a stockholder shall have given timely and proper notice of a nomination or other business to be conducted at the Annual Meeting in accordance with the provisions of these By-laws, if the stockholder does not appear or send a qualified representative to make the nomination or propose such business at the Annual Meeting, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such matters may have been received.

(3) Even if stockholders shall have made a request for a special meeting of stockholders in accordance with the provisions of these By-laws, if none of the Requesting Stockholders appears or sends a qualified representative to present the business proposed to be conducted at the special meeting, the Corporation need not present such business for a vote at such meeting, notwithstanding that proxies in respect of such matters may have been received.

(4) To be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or authorized by a writing executed by such stockholder (or a reliable reproduction or electronic transmission of the writing) delivered to the Corporation prior to the making of such nomination or proposal at such meeting by such stockholder stating that such person is authorized to act for such stockholder as proxy at the meeting of stockholders.

(5) For purposes of these By-laws, public announcement shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act (or any successor provisions). For purposes of these By-laws, the term affiliate shall have the meaning set forth in Rule 12b-2 under the Exchange Act (or any successor provision), the term associate shall have the meaning set forth in Rule 14a-1(a) under the Exchange Act (or any successor provision) and shares shall be treated as beneficially owned by a person if the person (i) beneficially owns such shares, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder (or any successor provisions), or (ii) has or shares pursuant to any agreement, arrangement or understanding (whether or not in writing) (A) the right to acquire such shares (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both), (B) the right to vote such shares, alone or in concert with others, and/or (C) investment power with respect to such shares, including the power to dispose of, or to direct the disposition of, such shares.

(6) Notwithstanding the foregoing provisions of these By-laws, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these By-laws. Nothing in this Section 3 shall be deemed to affect any rights of (i) stockholders to request inclusion of proposals in the Corporation s proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) the holders of any series of Preferred Stock to elect directors under specified circumstances.

Table of Contents

ALERE INC.

51 SAWYER ROAD, SUITE 200

WALTHAM, MA 02453

VOTE BY INTERNET - www.proxyvote.com
Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 p.m. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

VOTE BY PHONE - 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions up until 11:59 p.m. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

M76851-P54889 KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

ALERE INC.

The Board of Directors recommends a vote FOR ALL the nominees listed.

1. Election of Directors

Nominees:

To be elected for terms expiring at the next annual meeting:	**For**	**Against**	**Abstain**
1a. Gregg J. Powers	¨	¨	¨
1b. Regina Benjamin, M.D.	¨	¨	¨
1c. Håkan Björklund, Ph.D.	¨	¨	¨
1d. John F. Levy	¨	¨	¨

The Board of Directors recommends a vote FOR the following:	**For**	**Against**	**Abstain**
2. Approval of an increase in the number of shares of common stock available for issuance under the Alere Inc. 2010 Stock Option and Incentive Plan by 2,000,000, from 7,153,663 to 9,153,663.	¨	¨	¨
3. Approval of an increase to the number of shares of common stock available for issuance under the Alere Inc. 2001 Employee Stock Purchase Plan by 1,000,000, from 4,000,000 to 5,000,000.	¨	¨	¨
4.			

1e. Stephen P. MacMillan	¨	¨	¨	Approval of an amendment to our Certificate of Incorporation to permit stockholders holding 25% or more of Alere s outstanding common stock to call a special meeting of stockholders.	¨	¨	¨
1f. Brian A. Markison	¨	¨	¨	5. Ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for our fiscal year ending December 31, 2014.	¨	¨	¨
1g. Sir Thomas Fulton Wilson McKillop, Ph.D.	¨	¨	¨	6. Approval, by non-binding vote, of executive compensation.	¨	¨	¨
1h. John A. Quelch, C.B.E., D.B.A.	¨	¨	¨				

NOTE: Such other business as may properly come before the meeting or any adjournment thereof.

NOTE: Please sign as name(s) appear(s) hereon. Joint owners should each sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such.

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners) Date

Table of Contents

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:

The Proxy Statement and Annual Report are available at www.proxyvote.com.

M76852-P54889

PROXY

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

OF ALERE INC.

The undersigned, revoking all prior proxies, hereby appoints Gregg J. Powers, Namal Nawana and Ellen Chiniara, and each of them, with power to act without the others and with power of substitution, as proxies and attorneys-in-fact and hereby authorizes them to represent and vote, as provided on the other side, all the shares of Alere Inc. Common Stock which the undersigned is entitled to vote and, in their discretion, to vote upon such other business as may properly come before the Annual Meeting of Stockholders of Alere Inc. to be held August 21, 2014 or any adjournment or postponement thereof, with all powers which the undersigned would possess if present at the Meeting.

THIS PROXY CARD, WHEN PROPERLY EXECUTED, WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED. IF NO DIRECTION IS MADE BUT THE CARD IS SIGNED, THIS PROXY CARD WILL BE VOTED FOR EACH OF THE PROPOSALS LISTED ON THE REVERSE SIDE AND IN THE DISCRETION OF THE PROXIES WITH RESPECT TO SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING.

(Continued and to be marked, dated and signed on the other side)