
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 8-K

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

April 13, 2017

Date of Report (Date of earliest event reported)

ABBOTT LABORATORIES

(Exact name of registrant as specified in its charter)

Illinois

(State or other jurisdiction
of incorporation)

1-2189

(Commission File Number)

36-0698440

(IRS Employer
Identification No.)

100 Abbott Park Road

Abbott Park, Illinois 60064-6400

(Address of principal executive offices)(Zip Code)

(Registrant's telephone number, including area code): **(224) 667-6100**

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On April 13, 2017, Alere Inc., a Delaware corporation ("Alere"), Abbott Laboratories, an Illinois corporation ("Abbott"), and Angel Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Abbott ("Merger Sub") entered into an Amendment to Agreement and Plan of Merger (the "Amendment"), which amends the previously announced Agreement and Plan of Merger (the "Original Merger Agreement" and as amended by the Amendment, the "Amended Merger Agreement"), by and among Alere, Abbott and Merger Sub.

Under the terms of the Amendment, Alere, Abbott and Merger Sub have agreed to reduce the merger consideration to be paid by Abbott for each share of Alere's common stock, par value \$0.001 per share (the "Shares") in the Merger (as defined in the Amended Merger Agreement) to \$51.00 in cash per Share, without interest, from \$56.00 in cash per Share, without interest.

The Amendment also extends the date after which each of Alere and Abbott would have a right to terminate the Amended Merger Agreement to September 30, 2017, subject to the terms and conditions set forth in the Amended Merger Agreement. The Amendment also reduces the termination fee that Alere may be required to pay Abbott under specified circumstances to \$161 million, from \$177 million.

Completion of the Merger remains subject to various closing conditions, including (1) the adoption of the Amended Merger Agreement by the affirmative vote of the holders of at least a majority of all outstanding Shares, (2) there being no judgment or law enjoining or otherwise prohibiting the consummation of the Merger, (3) the expiration of the waiting period applicable to the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and receipt of other required antitrust approvals and (4) the absence of a Material Adverse Effect (as defined in the Amended Merger Agreement). The obligation of each of Alere and Abbott to consummate the Merger is also conditioned on the other party's representations and warranties being true and correct (subject to certain materiality exceptions) and the other party having performed in all material respects its obligations under the Amended Merger Agreement.

The Amendment also provides that neither any matter set forth in Alere's public filings made with the Securities and Exchange Commission (the "SEC") between January 1, 2014 and April 13, 2017 nor any matter of which Abbott or any of Abbott's representatives was made aware prior to April 13, 2017 could be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur. Further, in addition to the qualifications set forth in the Original Merger Agreement, the Amendment qualifies all of Alere's representations and warranties made in the Amended Merger Agreement (including those made in the Original Merger Agreement) by all matters set forth in Alere's public filings made with the SEC between January 1, 2014 and April 13, 2017 and any matter known by Abbott or any of Abbott's representatives prior to April 13, 2017.

In addition, the Amendment changes Abbott's commitment to provide Alere's employees that continue with Abbott with specified levels of compensation and benefits to be a commitment through the first anniversary of the Effective Time, rather than through December 31, 2017 and a 2018 long-term incentive award to each continuing employee employed by Abbott or its subsidiaries at the time annual long-term awards are made generally that is no less favorable than the long-term incentive award made to similarly situated employees of Abbott generally.

Other than as expressly modified pursuant to the Amendment, the Original Merger Agreement, which was previously filed as Exhibit 2.1 to the Current Report on Form 8-K filed with the SEC by Abbott on February 2, 2016, remains in full force and effect. The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 2.1 hereto, and the terms of which are incorporated herein by reference.

Item 8.01. Other Events.

Concurrently with the execution of the Amendment, Abbott and Alere entered into a Settlement Agreement (the "Settlement Agreement"). The Settlement Agreement releases claims arising out of or related to the Merger, and resolves the parties' pending litigation in Delaware Chancery Court. The Settlement Agreement provides reciprocal releases, except for any potential antitrust claims by Alere to the extent they relate to developments after August 25, 2016, which would not be released until the parties obtain all consents and regulatory clearances necessary for closing. Abbott's potential claims based on information not excluded from the definition of Material Adverse Effect in the Amended Merger Agreement are also not released. Finally, the Settlement Agreement provides for dismissal of the Delaware litigation with prejudice, with the exception of the non-released antitrust claims, which will be dismissed without prejudice.

On April 14, 2017, Abbott and Alere issued a joint press release announcing that they had entered into the Amendment. A copy of the joint press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
2.1	Amendment to Agreement and Plan of Merger, dated as of April 13, 2017, among Alere Inc., Abbott Laboratories and Angel Sub, Inc. (Exhibit 1 of which is filed as Exhibit 99.1 to this Current Report on Form 8-K)
99.1	Joint Press Release of Alere Inc. and Abbott Laboratories, dated April 14, 2017.

— Private Securities Litigation Reform Act of 1995 —
A Caution Concerning Forward-Looking Statements

Some statements in this communication may be forward-looking statements for purposes of the Private Securities Litigation Reform Act of 1995. Abbott cautions that these forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements. Among other risks, there can be no guarantee that the acquisition of Alere will be completed or when it will be completed, or that the expected benefits of the acquisition will be realized. The actual financial impact of this transaction, including the accretive impact of the transaction, may differ from the anticipated financial impact described in this communication. Economic, competitive, governmental, technological and other factors that may affect Abbott's operations are discussed in Item 1A, "Risk Factors," to Abbott's Annual Report on Securities and Exchange Commission Form 10-K for the year ended December 31, 2016, and are incorporated by reference. Abbott undertakes no obligation to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

SIGNATURE

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

ABBOTT LABORATORIES

Date: April 14, 2017

By: /s/ Brian B. Yoor
Name: Brian B. Yoor
Title: Executive Vice President, Finance and Chief Financial Officer

EXHIBIT INDEX

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99.1	Joint Press Release of Alere Inc. and Abbott Laboratories, dated April 14, 2017.

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT, dated as of April 13, 2017 (this “Amendment”) to the Agreement and Plan of Merger (the “Agreement”), dated as of January 30, 2016, by and between Abbott Laboratories, an Illinois corporation (“Parent”) and Alere Inc., a Delaware corporation (the “Company”), is made by and among Parent, the Company and Angel Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent (“Merger Sub” and together with Parent and the Company, the “Parties”).

WHEREAS, subject to the terms and conditions set forth in this Amendment, and pursuant to Section 8.02 of the Agreement, the Parties desire to amend certain terms of the Agreement by entering into this Amendment.

NOW, THEREFORE, in consideration of the aforesaid premises and of the mutual representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as set forth below:

Section 1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement unless otherwise indicated.

Section 2. Amendments to Agreement.

2.1 Section 2.01(c) of the Agreement is hereby amended by replacing the words “\$56.00 per share, without interest” with the words “\$51.00 per share, without interest”.

2.2 The introduction to Article III of the Agreement is hereby amended by replacing the words “the date hereof” with the words “the Amendment Effective Date” and by adding the words “or (C) known by Parent or any of its Representatives prior to the Amendment Effective Date (including in connection with the Merger Litigation or any request made pursuant to Section 5.05)” to the end thereof.

2.3 Section 3.03(b) of the Agreement is hereby amended and restated in its entirety as follows:

“On or prior to the Amendment Effective Date, the Board of Directors of the Company, at a meeting duly called and held, adopted resolutions (i) approving and declaring advisable and in the best interests of the Company and its stockholders, the Merger and the execution, delivery and performance by the Company of this Agreement and the consummation of the Transactions, (ii) directing that the Company submit the adoption of this Agreement to a vote at a meeting of the holders of Company Common Stock in accordance with the terms of this Agreement and (iii) recommending that the holders of the Company Common Stock adopt this Agreement (such recommendation, the “Company Board Recommendation”), in each case, as amended by the Amendment and which resolutions have not, except after the date hereof as permitted by Section 5.02, been subsequently rescinded, modified or withdrawn.”

2.4 The second and third sentences of Section 5.04 of the Agreement are hereby amended and restated in their entirety as follows:

“The parties hereto agree that the initial press release to be issued with respect to the Transactions following execution of this Agreement shall be in the form heretofore agreed to by the parties hereto (the “Announcement”) and the initial press release to be issued with respect to the Transactions following execution of the Amendment shall be in the form attached hereto as Exhibit B (the “Amendment Announcement”). Notwithstanding the forgoing, this Section 5.04 shall not apply to any press release or other public statement made by the Company or Parent (a) which is consistent with the Announcement, the Amendment Announcement and the terms of this Agreement and does not contain any information relating to the Company or the Transactions that has not been previously announced or made public in accordance with the terms of this Section 5.04 or (b) is made in the ordinary course of business and does not relate to this Agreement or the transactions contemplated by this Agreement.

2.5 Section 5.08(a) of the Agreement is hereby amended by (i) replacing the words “December 31, 2017” with the words “the first anniversary of the Effective Time,” (ii) replacing the words “2017 long-term incentive award” with the words “2018 long-term incentive award,” and (iii) deleting the words “greater of (A)” and deleting cause (B).

2.6 Section 5.11(b) of the Agreement is hereby amended and restated in its entirety as follows:

“(b) Immediately following the execution and delivery of the Amendment, Parent, in its capacity as the sole stockholder of Merger Sub, will execute and deliver to Merger Sub and the Company a written consent adopting this Agreement (as amended by the Amendment) in accordance with the DGCL.”

2.7 The first sentence of Section 5.16(a) of the Agreement is hereby amended and restated in its entirety as follows:

“As promptly as reasonably practicable after the Amendment Effective Date, the Company shall prepare the Proxy Statement in preliminary form and file it with the SEC.”

2.8 Section 5.16 of the Agreement is hereby amended by adding a new Section 5.16(c) to read as follows:

“(c) The parties hereto hereby acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, from and after the Amendment Effective Date, all references to the Company Stockholders’ Meeting, the Company Stockholder Approval and the Proxy Statement shall be deemed (i) to relate to the adoption of this Agreement and the approval of the Transactions, in each case, as amended by the Amendment and (ii) not to relate to the adoption of this Agreement or the approval of the Transactions (in each case without regard to the Amendment) that occurred prior to the Amendment Effective Date.”

2.9 Section 7.01(b)(i) of the Agreement is hereby amended and restated in its entirety as follows:

“(i) if the Effective Time shall not have occurred on or prior to September 30, 2017 (as such date may be extended pursuant to Section 8.08, the “Outside Date”); provided, that the right to terminate this Agreement under this Section 7.01(b)(i) shall not be available to any party if the breach by such party of its representations and warranties set forth in this Agreement or the failure of such party to perform any of its obligations under this Agreement on or after August 25, 2016 has been a principal cause of or resulted in the failure of the Effective Time to have occurred on or prior to September 30, 2017 (it being understood that Parent and Merger Sub shall be deemed a single party for purposes of the foregoing proviso);”

2.10 The last sentence of Section 7.03(a) of the Agreement is hereby amended and restated in its entirety as follows:

“As used herein, “Company Termination Fee” shall mean a cash amount equal to \$161,000,000.”

2.11 The notice addresses for the Company in Section 8.10 of the Agreement are hereby amended and restated in their entirety as follows:

“If to the Company, to it at:

Alere Inc.
51 Sawyer Road, Suite 200,
Waltham, Massachusetts, 02453
Attention: General Counsel
Facsimile: (781) 647-3939

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Scott A. Barshay, Esq.
Ross A. Fieldston, Esq.
Facsimile: 212-757-3990

and

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: O. Keith Hallam III, Esq.

Facsimile: 212-474-3700”

2.12 Section 8.12(a) of the Agreement is hereby amended by adding the following defined terms in alphabetical order:

“Amendment” means the Amendment, dated as of the Amendment Effective Date, to this Agreement, by and among Parent, the Company and Merger Sub.

“Amendment Effective Date” means April 13, 2017.

“Merger Litigation” means the litigation between the parties hereto prior to the Amendment Effective Date relating to this Agreement.

2.13 The defined term “Material Adverse Effect” in Section 8.12(a) of the Agreement is hereby amended by adding the words “Notwithstanding the foregoing, no matter set forth in the Company Disclosure Letter or in the Filed SEC Documents or of which Parent or any of its Representatives was made aware prior to the Amendment Effective Date (including in connection with the Merger Litigation or any request made pursuant to Section 5.05), and no effect, change, event or occurrence arising out of, or resulting from, any such matter, shall constitute or be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur” to the end thereof.

2.14 The Agreement is hereby amended by adding the press release attached to this Amendment as Exhibit 1 as Exhibit B to the Agreement.

Section 3. Representations and Warranties.

3.1 The Company hereby represents and warrants to Parent and Merger Sub as follows: The Company has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Amendment and to perform its obligations hereunder. The execution, delivery and performance of this Amendment by the Company and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or similar action by the board of directors of the Company. This Amendment has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery hereof by Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception.

3.2 Parent and Merger Sub each hereby represents and warrants to the Company as follows: Each of Parent and Merger Sub has all requisite corporate power and authority, and has taken all corporate or other action necessary, to execute and deliver this Amendment and to perform its obligations hereunder. The execution, delivery and performance of this Amendment by each of Parent and Merger Sub and the consummation by each of Parent and Merger Sub of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or similar action by the boards of directors of Parent and Merger Sub. This Amendment has been duly and validly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of Parent and Merger Sub enforceable against each of Parent

and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 4. General Provisions.

4.1 All of the provisions of this Amendment shall be effective as of the date of this Amendment. Except to the extent specifically amended hereby, all of the terms of the Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Amendment as if it formed a part of the Agreement.

4.2 After giving effect to this Amendment, each reference in the Agreement to “this Agreement”, “hereof”, “hereunder” or words of like import referring to the Agreement shall refer to the Agreement as amended by this Amendment, all references in the Company Disclosure Letter or the Parent Disclosure Letter to “the Agreement” shall refer to the Agreement as amended by this Amendment. All references in the Agreement, the Company Disclosure Letter or the Parent Disclosure Letter to “the date hereof” or “the date of this Agreement” shall refer to January 30, 2016.

4.3 This Amendment and the Agreement (including the Schedules and Exhibits hereto and thereto and the Company Disclosure Letter and the Parent Disclosure Letter), the Confidentiality Agreement and the Settlement Agreement, dated as of April 13, 2017, by and between Parent and the Company, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof.

4.4 The provisions of Article VIII (Miscellaneous) of the Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment, and to the Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Signature Page Follows]

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

ABBOTT LABORATORIES,

By: /s/ Brian. J. Blaser
Name: Brian J. Blaser
Title: Executive Vice President, Diagnostics Products

ANGEL SUB, INC.,

By: /s/ Brian. J. Blaser
Name: Brian J. Blaser
Title: President

ALERE INC.,

By: /s/ Namal Nawana
Name: Namal Nawana
Title: Chief Executive Officer

Abbott and Alere Amend Terms of Merger Agreement

ABBOTT PARK, Ill. and WALTHAM, Mass., April 14, 2017 — Abbott and Alere Inc. announced today that the companies have agreed to amend the existing terms of their agreement for Abbott's acquisition of Alere.

Under the amended terms, Abbott will pay \$51 per common share to acquire Alere, for a new expected equity value of approximately \$5.3 billion, reduced from the originally expected equity value of approximately \$5.8 billion.

The transaction is expected to close by the end of the third quarter of 2017, subject to the approval of Alere shareholders and the satisfaction of customary closing conditions, including applicable regulatory approvals.

Under the amended terms, the date by which necessary regulatory approvals must be received has been extended to Sept. 30, 2017, from April 30, 2017. Additionally, the companies have agreed to dismiss their respective lawsuits.

On Feb. 1, 2016, Abbott and Alere announced a definitive agreement for Abbott to acquire Alere, the global leader in point of care diagnostics, which will significantly expand Abbott's global diagnostics presence and leadership.

Point of care testing is a \$5.5 billion segment and one of the fastest growing *in vitro* diagnostics segments, in part because many health care systems are increasing their reliance on these technologies to inform patient care decisions because of their ease of use, speed and accuracy.

About Alere

Alere believes that when diagnosing and monitoring health conditions, Knowing now matters™. Alere delivers reliable and actionable information by providing rapid diagnostic tests, enhancing clinical and economic healthcare outcomes globally. Headquartered in Waltham, Mass., Alere focuses on rapid diagnostics for cardiometabolic disease, infectious disease and toxicology. For more information on Alere, please visit www.alere.com.



About Abbott

Abbott is a global healthcare company devoted to improving life through the development of products and technologies that span the breadth of healthcare. With a portfolio of leading, science-based offerings in diagnostics, medical devices, nutritionals and branded generic pharmaceuticals, Abbott serves people in more than 150 countries and employs approximately 94,000 people.

Visit Abbott at www.abbott.com and connect with us on Twitter at @AbbottNews.

Additional Information and Where to Find It

This communication may be deemed to be solicitation material in respect of the proposed acquisition of Alere by Abbott. In connection with the proposed acquisition, Alere intends to file relevant materials with the United States Securities and Exchange Commission (the "SEC"), including Alere's proxy statement in preliminary and definitive form. Stockholders of Alere are urged to read all relevant documents filed with the SEC, including Alere's proxy statement when it becomes available, because they will contain important information about the proposed transaction and the parties to the proposed transaction. Investors and security holders are able to obtain the documents (once available) free of charge at the SEC's website at www.sec.gov, or free of charge from Alere at <http://www.alere.com/en/home/investor-relations/sec-filings-and-financials.html> or by directing a request to Juliet Cunningham, vice president, Alere Investor Relations at 858-805-2232 or ir@alere.com.

Participants in the Solicitation

Alere and its directors, executive officers and other members of management and employees, under SEC rules, may be deemed to be "participants" in the solicitation of proxies from stockholders of Alere in favor of the proposed transaction. Information about Alere's directors and executive officers is set forth in Alere's Proxy Statement on Schedule 14A for its 2016 Annual Meeting of Stockholders, which was filed with the SEC on Nov. 7, 2016, and its Annual Report on Form 10-K, for the fiscal year ended Dec. 31, 2015, which was filed with the SEC on Aug. 8, 2016. Information concerning the interests of Alere's participants in the solicitation, which may, in some cases, be different than those of Alere's stockholders generally, is set forth in the materials filed by Alere with the SEC, and will be set forth in the proxy statement relating to the proposed transaction when it becomes available.

Alere Cautionary Statement Regarding Forward-Looking Statements

This communication contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. A number of important factors could cause actual results of Alere and its subsidiaries to differ materially from those indicated by such forward-looking statements, including the risk that the proposed merger with Abbott may not be completed, the failure to receive the

required stockholder approval or regulatory approvals of the proposed merger, the risk factors detailed in Part I, Item 1A, “Risk Factors,” of our Annual Report on Form 10-K, for the fiscal year ended Dec. 31, 2015 (as filed with the SEC on Aug. 8, 2016) and other risk factors identified from time to time in our periodic filings with the SEC. Readers should carefully review these risk factors, and should not place undue reliance on our forward-looking statements. These forward-looking statements are based on information, plans and estimates at the date of this communication. We undertake no obligation to update any forward-looking statements to reflect changes in underlying assumptions or factors, new information, future events or other changes.

Private Securities Litigation Reform Act of 1995

Abbott Caution Concerning Forward-Looking Statements

Some statements in this news release may be forward-looking statements for purposes of the Private Securities Litigation Reform Act of 1995. Abbott cautions that these forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements. Economic, competitive, governmental, technological and other factors that may affect Abbott’s operations are discussed in Item 1A, “Risk Factors,” to Abbott’s Annual Report on Securities and Exchange Commission Form 10-K for the year ended Dec. 31, 2016, and are incorporated by reference. Abbott undertakes no obligation to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

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