

UNILAB ACQUISITION CORP
Form 424B3
June 19, 2007

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The information in this preliminary prospectus supplement and the accompanying prospectus is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS SUPPLEMENT (Subject to Completion) Issued June 19, 2007
(To Prospectus dated June 19, 2007)

\$800,000,000

% Senior Notes due
% Senior Notes due

Interest payable on and

We will pay interest on the notes on and of each year, beginning , 2007. The % notes will mature on . The % notes will mature on . We may redeem some or all of the notes of either series at any time at the applicable redemption prices described in this prospectus supplement.

The notes will be senior unsecured obligations of ours and will rank equally with our other existing and future senior unsecured obligations. The notes will be guaranteed by certain of our domestic wholly owned subsidiaries. Each guarantee will be a senior unsecured obligation of the subsidiary guarantor issuing such guarantee and will rank equally with other existing and future senior unsecured obligations of such subsidiary guarantor. The notes will be issued only in registered form in denominations of \$2,000 and integral multiples of \$1,000.

Investing in the notes involves risks that are described in the Risk Factors section of our Annual Report on Form 10-K for the year ended December 31, 2006, incorporated by reference into this prospectus supplement, and in the Risk Factors section beginning on page S-8 of this prospectus supplement.

NOTES DUE	PRICE	% AND ACCRUED INTEREST, IF ANY
NOTES DUE	PRICE	% AND ACCRUED INTEREST, IF ANY

	% Senior Notes due		% Senior Notes due	
	Per Note	Total	Per Note	Total
Public offering price(1)	%	\$	%	\$
Underwriting discount	%	\$	%	\$
Proceeds, before expenses, to Quest Diagnostics	%	\$	%	\$

- (1) Plus
accrued
interest
from ,
2007, if
settlement
occurs
after that
date.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved these securities, or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The notes will be ready for delivery in book-entry form only through The Depository Trust Company and its participants, including Euroclear and Clearstream Luxembourg, on or about , 2007.

MORGAN
STANLEY BANC
OF AMERICA
SECURITIES
LLC MERRILL
LYNCH & CO.

June , 2007.

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You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement, the

accompanying prospectus and the documents incorporated by reference is accurate only as of their respective dates. Our business, financial condition, cash flows, results of operations and prospects may have changed since these dates.

References to we, us, our, Quest Diagnostics and the Company are to Quest Diagnostics Incorporated and its consolidated subsidiaries unless otherwise specified or the context otherwise requires.

SUMMARY

This summary highlights selected information appearing elsewhere in this prospectus supplement and may not contain all of the information that is important to you. You should carefully read this prospectus supplement in its entirety, including the documents incorporated by reference.

Our Company

We are the nation's leading provider of diagnostic testing, information and services, providing insights that enable physicians and other healthcare professionals to make decisions to improve health. We offer patients and physicians the broadest access to diagnostic laboratory services through our nationwide network of laboratories and our own patient service centers. We provide interpretive consultation through the largest medical and scientific staff in the industry, with approximately 900 M.D. s and Ph.D. s around the country. We are the leading provider of esoteric testing, including gene-based testing, the leading provider of anatomic pathology services, including dermatopathology, and the leading provider of testing for drugs of abuse. We are also a leading provider of testing for clinical trials and risk assessment services for the life insurance industry. We empower healthcare organizations and clinicians with state-of-the-art information technology solutions that can improve patient care and medical practice.

During 2006, we generated net revenues of \$6.3 billion and processed approximately 151 million requisitions for testing. Each requisition form accompanies a patient specimen, indicating the tests to be performed and the party to be billed for the tests. Our customers include patients, physicians, hospitals, employers, governmental institutions and other commercial clinical laboratories. On May 31, 2007, we acquired AmeriPath Group Holdings, Inc., the ultimate parent of AmeriPath, Inc., which generated net revenues of \$752 million during 2006.

We operate a nationwide network of greater than 2,100 of our own patient service centers, principal clinical laboratories located in more than 30 major metropolitan areas throughout the United States and approximately 150 smaller rapid response laboratories (including, in each case, facilities operated at our joint ventures). We provide full esoteric testing services, including gene-based testing, on both coasts through our Quest Diagnostics Nichols Institute laboratory facilities, located in San Juan Capistrano, California and Chantilly, Virginia, and through our Specialty Laboratories facility located in Valencia, California, as well as infectious and immunologic disease testing through our Focus Diagnostics laboratory facility, located in Cypress, California. Our AmeriPath subsidiary operates 40 outpatient anatomic pathology laboratories and provides inpatient anatomic pathology and medical director services for approximately 200 hospitals throughout the country. We also have laboratory facilities in Mexico City, Mexico, San Juan, Puerto Rico and Heston, England.

Our principal executive offices are located at 1290 Wall Street West, Lyndhurst, New Jersey 07071, telephone number: (201) 393-5000.

The AmeriPath Acquisition

On May 31, 2007, we completed the acquisition of AmeriPath Group Holdings, Inc., or AmeriPath, a Delaware corporation. As a result of the merger, AmeriPath is a wholly-owned subsidiary of ours. Prior to the acquisition, Welsh, Carson, Anderson & Stowe IX, L.P. was the holder of a majority of the outstanding shares of common stock and participating preferred stock of AmeriPath.

The aggregate consideration paid in connection with the merger was approximately \$2 billion, including the assumption of approximately \$780 million of indebtedness (including interest). We funded the acquisition, as well as the refinancing of certain of our other debt, with borrowings of \$1.6 billion under our term loan facility, borrowings of \$780 million under our \$1.0 billion bridge loan facility, and from cash on hand.

As part of the refinancing of AmeriPath debt, on May 21, 2007, we commenced a tender offer and consent solicitation for the \$350 million 10¹/₂% Senior Subordinated Notes of AmeriPath, Inc.

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On June 8, 2007, we purchased \$348.03 million of such notes pursuant to an early settlement of the tender offer, at which time certain amendments to the indenture governing the notes became operative.

In addition, on May 31, 2007, we called for redemption the \$125 million Senior Unsecured Floating Rate PIK Toggle Notes due 2014 of AmeriPath Intermediate Holdings, Inc., the direct parent of AmeriPath, Inc. and an indirect wholly-owned subsidiary of AmeriPath Group Holdings, Inc., and deposited sufficient funds with the trustee to pay for such notes on the redemption date.

As Adjusted Combined Impact of the AmeriPath Acquisition and Related Transactions

The following discussion of as adjusted combined financial information reflects the impact of the following transactions, which we refer to in this prospectus supplement as the Transactions :

our purchase,
on May 31,
2007, of
AmeriPath,
including the
all-cash
purchase price
and related
transaction
costs
associated
with the
AmeriPath
acquisition;

a \$1.0 billion
bridge loan
facility entered
into to fund
the acquisition
of AmeriPath,
of which \$780
million was
drawn after
March 31,
2007, and will
be refinanced
with the
proceeds of
this offering;

a new
five-year \$1.6
billion term
loan facility
entered into to
fund the

acquisition of
AmeriPath;

the repayment
of AmeriPath's
existing debt
of
approximately
\$780 million
(including
interest);

the repayment
of the interim
credit
agreement of
\$450 million
borrowed in
connection
with the
acquisition of
POCT Holding
AB, or
HemoCue; and

the completion
of this \$800
million
offering of
senior notes.

The acquisition of AmeriPath will be accounted for under the purchase method of accounting. As such, the cost to acquire AmeriPath will be allocated to the respective assets acquired and liabilities assumed based on their estimated fair values as of the closing date. The as adjusted combined financial information discussion below reflects a preliminary allocation of the cost to acquire AmeriPath to the assets acquired and liabilities assumed based on preliminary estimates, which are subject to change. Management is in the early stages of assessing the estimated fair values of the assets acquired and the liabilities assumed. The following as adjusted combined financial information is not pro forma financial information prepared in accordance with Article 11 of Regulation S-X.

As of March 31, 2007, our total assets approximated \$6.2 billion and total liabilities approximated \$3.2 billion. As of March 31, 2007, AmeriPath, Inc.'s total assets and liabilities approximated \$1.4 billion and \$0.8 billion, respectively. Assuming the Transactions occurred on March 31, 2007, our unaudited as adjusted combined total assets are estimated to approximate \$8.3 billion to \$8.8 billion, reflecting a preliminary purchase price allocation of the cost to acquire AmeriPath primarily associated with goodwill and other intangible assets. Assuming the Transactions occurred on March 31, 2007, our unaudited as adjusted combined total liabilities are estimated to approximate \$5.3 billion to \$5.8 billion, reflecting primarily an increase in debt outstanding. See Capitalization for further details regarding total capitalization on an actual and as adjusted basis to reflect the impact of the Transactions.

For the three months ended March 31, 2007 and year ended December 31, 2006, our income from continuing operations was \$108 million and \$626 million, respectively. For the three months ended March 31, 2007 and year ended December 31, 2006, AmeriPath, Inc.'s net income was \$0.2 million and \$10.5 million, respectively. Assuming the Transactions occurred January 1, 2006, as adjusted combined income from continuing operations for the three

months ended March 31, 2007 and the year ended December 31, 2006 are estimated to approximate \$90 million and \$567 million, respectively, reflecting primarily an increase in as adjusted combined interest expense as a result of the Transactions and excluding any net synergies anticipated from the AmeriPath acquisition.

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The Offering

The following is a brief summary of some of the terms of this offering. For a more complete description of the terms of the notes, see [Description of Notes](#) in this prospectus supplement.

Issuer	Quest Diagnostics Incorporated.
Notes offered	\$ aggregate principal amount of % senior notes due . \$ aggregate principal amount of % senior notes due .
Maturities	% senior notes due . % senior notes due .
Interest payment dates	and , beginning , 2007.
Guarantees	The notes will be fully and unconditionally guaranteed, jointly and severally, by certain of our domestic wholly owned subsidiaries.
Ranking	The notes will be senior unsecured obligations of ours and will rank equally with our other existing and future senior unsecured obligations. Each guarantee will be a senior unsecured obligation of the subsidiary guarantor issuing such guarantee and will rank equally with other existing and future senior unsecured obligations of such subsidiary guarantor. The notes and the guarantees will effectively rank junior to all liabilities of our subsidiaries that are not guarantors. The notes and the guarantees will also effectively be subordinated to any existing and future secured obligations of ours or our subsidiary guarantors as to the assets securing such obligations. As of March 31, 2007, after giving effect to the Transactions: we and our subsidiary guarantors would have had total debt outstanding of \$3.64 billion, of which \$5.5 million is secured; and our subsidiaries that are not guarantors (other than certain subsidiaries which will guarantee our term loans, our senior unsecured revolving credit facility and existing senior notes) would have had debt outstanding of \$314 million, of which \$300 million was incurred under our secured receivables credit facility. For more information, see Description of Certain Other Indebtedness , Capitalization and Description of Notes .
Optional redemption	We may redeem some or all of the notes of either series, at any time, at the applicable redemption prices described in this prospectus supplement. For a more detailed description, see Description of Notes Optional Redemption .

Repurchase Upon a Change of Control	Upon the occurrence of a Change of Control Triggering Event (as defined in this prospectus supplement), we will be required to make an offer to purchase the notes at a price equal to 101% of their principal amount plus accrued and unpaid interest to the date of repurchase. See Description of Notes Change of Control.
Covenants	<p>The indenture governing the notes will contain covenants that, among other things, will limit our ability and the ability of our subsidiary guarantors to:</p> <ul style="list-style-type: none">create certain liens;enter into certain sale and leaseback transactions;make payments to certain non-guarantor subsidiaries;consolidate, merge or transfer all or substantially all of our assets and the assets of our subsidiaries on a consolidated basis; andincur indebtedness of non-guarantor subsidiaries. <p>These covenants are subject to important exceptions and qualifications, which are described in this prospectus supplement. For a more detailed description, see Description of Notes.</p>
Use of proceeds	We estimate that the net proceeds from this offering of notes after deducting underwriting discounts but before deducting other expenses of the offering will be approximately \$. We intend to use these proceeds, together with cash on hand, to repay all borrowings under the bridge loan facility incurred to pay a portion of the purchase price and transaction expenses of the AmeriPath acquisition and to refinance the debt of AmeriPath. See Use of Proceeds and Summary The AmeriPath Acquisition.
Risk factors	See Risk Factors and the other information in this prospectus supplement and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2006, incorporated by reference into this prospectus supplement for a discussion of factors you should carefully consider before deciding to invest in the notes.

Summary Selected Historical Financial Data of Quest Diagnostics

	Three Months Ended March 31,		Year Ended December 31,		
	2007 (a)	2006	2006 (b)	2005 (g)	
	(in thousands, except for ratios)				
Operations Data:					
Net revenues	\$ 1,526,208	\$ 1,553,105	\$ 6,268,659	\$ 5,456,726	\$
Operating income	200,870	258,718 (e)	1,128,077 (c),(e)	1,007,548 (h)	
Income from continuing operations	107,515	154,603 (d)	625,692 (d)	573,196 (j)	
(Loss)/income from discontinued operations	(1,622)	(9,967)	(39,271)(f)	(26,919)(f)	
Net income	105,893	144,636	586,421	546,277	
Balance Sheet Data (at end of period):					
Cash and cash equivalents	\$ 158,397	\$ 156,461	\$ 149,640	\$ 92,130	\$
Accounts receivable, net	810,576	775,724	774,414	732,907	
Total assets	6,186,542	5,434,568	5,661,482	5,306,115	
Long-term debt	1,238,265	1,240,501	1,239,105	1,255,386	
Total debt	2,005,306	1,532,390	1,555,979	1,592,225	
Total stockholders equity	3,029,232	2,865,296	3,019,171	2,762,984	
Other Data:					
Net cash provided by operating activities	\$ 151,553	\$ 240,659	\$ 951,896	\$ 851,583	\$
Net cash (used) in investing activities	(345,947)	(27,991)	(414,402)	(1,079,793)	
	(203,151)	(148,337)	(479,984)	247,038	

Net cash (used in) provided by financing activities				
Provision for doubtful accounts	67,508	63,423	243,443	233,628
Rent expense	40,183	38,722	153,185	139,660
Capital expenditures	40,126	42,186	193,422	224,270
Depreciation and amortization	50,335	49,060	197,398	176,124
Ratio of earnings to fixed charges	5.4x		8.2x	9.9x

- (a) On January 31, 2007, we completed the acquisition of HemoCue, which generated annualized revenues of approximately \$90 million. Consolidated operating results for 2007 include the results of operations of HemoCue subsequent to the closing of the acquisition.
- (b) On July 3, 2006, we completed the acquisition of Focus Technologies

Holding Company, or Focus Diagnostics, which generated annualized revenues of approximately \$65 million. Consolidated operating results for 2006 include the results of operations of Focus Diagnostics subsequent to the closing of the acquisition. See Note 3 to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2006, which is incorporated by reference into this prospectus supplement.

- (c) During 2006, we recorded \$55 million of stock-based compensation expense in accordance with Statement of Financial Accounting Standards, or SFAS, No.

123, revised
2004,
Share-Based
Payment, or
SFAS 123R.

- (d) During 2006, we recorded \$10 million related to net investment losses, which included a \$15.8 million gain on the sale of an investment recorded during the first quarter of 2006.

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- (e) During 2006, we recorded \$23 million in charges as a result of finalizing our plan of integration of LabOne, Inc., or LabOne, and \$4.1 million in charges related to consolidating operations in California into a new facility.

- (f) During 2006, we recorded \$32 million in charges as a result of discontinuing the operations of NID, a test kit manufacturing subsidiary. During the fourth quarter of 2005, we recorded a \$16 million charge to write-off certain assets in connection with a product hold at NID.

- (g) On November 1, 2005, we completed the acquisition of LabOne, which had annual revenues of approximately \$468 million. Consolidated operating results for 2005 include the results of operations of LabOne subsequent to the closing of the acquisition. See Note 3 to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2006, which is incorporated by reference into this prospectus supplement.

- (h) During 2005, we recorded a \$6.2 million charge primarily related to

forgiveness of amounts owed by patients and physicians, and related property damage as a result of hurricanes in the Gulf Coast.

- (i) During 2004, we recorded a \$10.3 million charge associated with the acceleration of certain pension obligations in connection with the succession of our prior Chief Executive Officer.
- (j) During 2005, we recorded a \$7.1 million charge associated with the write-down of an investment.
- (k) During 2004, we recorded a \$2.9 million charge to interest expense, net representing the write-off of deferred financing costs associated with the refinancing of our bank debt and credit facility.

Summary Selected Historical Financial Data of AmeriPath, Inc.^(a)

	Three Months Ended March 31,		Year Ended December 31,		
	2007	2006	2006(c)	2005	2004
(in thousands)					
Operations Data:					
Net revenues	\$ 200,694	\$ 170,936	\$ 752,321	\$ 563,617	\$ 507,271
Operating income	15,072	14,569	79,877	65,931	49,789
Net income (loss)	219	(2,090)	10,527	9,921	1,514
Balance Sheet Data (at end of period):					
Cash and cash equivalents (b)	\$	\$ 8,648	\$ 182	\$ 3,998	\$ 20,980
Accounts receivable, net	153,279	122,122	137,947	84,968	76,567
Total assets	1,437,234	1,340,786	1,411,101	984,149	964,309
Long-term debt, including current portion	625,534	610,826	624,259	479,490	497,853
Total stockholders equity	629,932	565,563	606,340	384,717	358,092
Other Data:					
Net cash (used in) provided by operating activities	\$ (9,595)	\$ 394	\$ 30,624	\$ 38,152	\$ 54,038
Net cash used in investing activities	(14,079)	(185,127)	(262,672)	(52,740)	(70,808)
Net cash provided by (used in)	23,492	189,383	228,232	(2,394)	14,214

financing
activities

Provision for doubtful accounts	19,358	19,840	84,936	73,766	76,463
Rent expense	4,198	2,432	13,911	9,624	7,634
Capital expenditures	14,004	13,475	57,334	29,431	12,803
Depreciation and amortization (d)	8,906	7,951	34,933	24,934	22,774

- (a) This presentation is for AmeriPath, Inc. We acquired AmeriPath Group Holdings, Inc., the ultimate parent of AmeriPath, Inc., whose principal assets consisted of cash (which was used to repay debt) and its indirect investment in AmeriPath, Inc., and whose principal liabilities consisted of debt, which was repaid in connection with the acquisition of AmeriPath Group

Holdings, Inc.
As of the date
hereof,
AmeriPath
Group
Holdings, Inc.
has no
significant
assets other
than its
indirect
investment in
AmeriPath,
Inc.

- (b) Cash and cash equivalents exclude restricted cash which consists of premium revenue received by AmeriPath, Inc.'s insurance captive to be used for future insurance claims and expenses.

- (c) On January 31, 2006, AmeriPath, Inc. completed its acquisition of Specialty Laboratories, Inc., or Specialty, which generated net revenues in 2005 of approximately \$150 million. Consolidated operating results for 2006 include the results of

operations of
Specialty
subsequent to
the closing of
the acquisition.

- (d) Three months ended March 31, 2007 and 2006 exclude amortization of deferred debt costs of \$0.7 million and \$0.6 million, respectively, as these costs were included in interest expense.

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RISK FACTORS

You should carefully consider the risks described below and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2006, incorporated by reference into this prospectus supplement, before making a decision to invest in our notes. Some of the following factors relate principally to our business and the industry in which we operate. Other factors relate principally to your investment in the notes. The risks and uncertainties described below are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially adversely affect our business and operations.

If any of the matters included in the following risks were to occur, our business, financial condition, results of operations, cash flows or prospects could be materially adversely affected. In such case, you may lose all or part of your original investment.

Integrating our operations with AmeriPath may be difficult and, if unsuccessfully executed, may not produce the anticipated benefits and could adversely affect our business.

On May 31, 2007, we completed the acquisition of AmeriPath. As a result of the merger, AmeriPath is a wholly-owned subsidiary of ours. The aggregate consideration paid in connection with the merger was approximately \$2 billion, including the assumption of approximately \$780 million of indebtedness (including interest).

The acquisition involves the integration of a separate company that previously operated independently and has different systems, processes and cultures. The process of combining AmeriPath with our operations may be disruptive to both of our businesses and may cause an interruption of, or a loss of momentum in, such businesses as a result of the following difficulties, among others:

loss of key
customers or
employees;

failure to
maintain the
quality of
services that
our company
has
historically
provided;

diversion of
management's
attention from
the day-to-day
business of
our company
as a result of
the need to
deal with the
foregoing
disruptions
and

difficulties;
and

the added
costs of
dealing with
such
disruptions.

In addition, during this integration AmeriPath expects to complete the development and implementation of a new laboratory information system and billing information system to be used by all of AmeriPath's laboratories. Failure to properly implement the new information systems could cause disruptions in service and present significant conversion risks.

Even if we are able to successfully complete the integration of the operations of AmeriPath, we may not be able to realize all or any of the benefits that we expect to result from such integration.

Because most of our clinical laboratory testing is performed under arrangements that are terminable at will or on short notice, any interruption of or deterioration in our services may result in a customer's decision to stop using us for clinical laboratory testing. We cannot assure you that we will be able to retain key technical and management personnel or that we will realize the anticipated benefits of the AmeriPath acquisition, either at all or in a timely manner. As part of our growth strategy, we may in the future acquire additional clinical laboratories or other healthcare-related businesses.

Our outstanding debt may impair our financial and operating flexibility.

As of March 31, 2007, after giving effect to the Transactions as if they occurred on that date, we would have had approximately \$3.96 billion of debt outstanding, with \$750 million of available capacity under our senior unsecured revolving credit facility. Except for outstanding letters of credit, bank guarantees and operating leases, we do not have any off-balance sheet financing arrangements in place or available. See Note 10 to our Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2006 and Note 5 to our Consolidated Financial Statements in our quarterly report on Form 10-Q for the quarter ended March 31, 2007 for further details related to our outstanding debt. Set forth in the table below, for each of the next five years, is the aggregate amount of scheduled principal, estimated interest and total payments related to our

outstanding debt as of March 31, 2007, after giving effect to the Transactions as if they had occurred on that date, including capital leases, assuming that maturing debt is refinanced for purposes of estimating interest.

Twelve Months Ended December 31,	Principal	Interest	Total
	(in thousands)		
2007	\$ 357,041	\$ 178,009	\$ 535,050
2008	142,091	209,242	351,333
2009	122,055	210,573	332,628
2010	560,246	201,853	762,099
2011	915,258	228,639	1,143,897

Our debt portfolio is sensitive to changes in interest rates. As of March 31, 2007, after giving effect to the Transactions, we would have had approximately \$1.97 billion of floating rate debt. Based on our net exposure to interest rate changes, an assumed 10% change in interest rates on our variable rate indebtedness (representing approximately 54 basis points) would impact annual net interest expense by approximately \$10.6 million, assuming no changes to the debt outstanding at March 31, 2007. In addition, any future borrowings by us under the unsecured revolving credit facility, the secured receivables credit facility or the issuance of other floating rate debt will expose us to additional interest rate risk. Interest rates on our senior unsecured revolving credit facility, term loans and secured receivables credit facility are also subject to a pricing schedule that fluctuates based on changes in our credit rating.

Our debt agreements contain various restrictive covenants. These restrictions could limit our ability to use operating cash flow in other areas of our business because we must use a portion of these funds to make principal and interest payments on our debt.

We have obtained ratings on our debt from Standard and Poor's Ratings Services and Moody's Investors Service. There can be no assurance that any rating so assigned will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if in that rating agency's judgment future circumstances relating to the basis of the rating, such as adverse changes in our company or our industry, so warrant. If such ratings are lowered, the borrowing costs on our senior unsecured revolving credit facility, secured receivables facility and term loans would increase. Changes in our credit ratings do not require repayment or acceleration of any of our debt.

We, or our subsidiaries, may incur additional indebtedness in the future. The notes offered hereby do not limit our or our subsidiaries' ability to incur indebtedness. Our ability to make principal and interest payments will depend on our ability to generate cash in the future. If additional debt is added to our current debt, a greater portion of our cash flows will be needed to satisfy our debt service obligations; and if we do not generate sufficient cash to meet our debt service requirements, we may need to seek additional financing. In this case, it may be more difficult, or we may be unable, to obtain financing on terms that are acceptable to us. As a result, we would be more vulnerable to general adverse economic, industry and capital markets conditions as well as the other risks associated with indebtedness.

Federal and state laws permit a court to void a guarantee issued by any of our subsidiaries if the court finds the guarantee to constitute a fraudulent conveyance.

Our obligations under the notes are guaranteed by our subsidiaries to the extent described in this prospectus supplement. These guarantees are subject to various federal and state fraudulent conveyance laws enacted for the protection of creditors.

The issuance of a guarantee by any of our subsidiaries will constitute a fraudulent conveyance if:

the guarantee
was incurred
by the
subsidiary
with the
intent to
hinder, delay
or defraud
any present or
future
creditor; or

the subsidiary
did not
receive fair
consideration
for issuing the
guarantee and
such
subsidiary (1)
was insolvent
or rendered
insolvent by
reason of the
issuance of
the guarantee,
(2) was
engaged or
about to
engage in a
business or
transaction
for which the
remaining
assets of the
subsidiary
constituted
unreasonably
small capital
to carry on its
business or
(3) intended
to incur debts
beyond its
ability to pay
such debts as
they matured.

Generally, an entity will be considered insolvent if:

the sum
of its
debts is
greater
than the
fair value
of its
property;

the
present
fair value
of its
assets is
less than
the
amount
that it
will be
required
to pay on
its
existing
debts as
they
become
due; or

it cannot
pay its
debts as
they
become
due.

If a court finds a guarantee issued by a subsidiary of ours to constitute a fraudulent conveyance, the court could give a lower priority to, or subordinate, the claims of the notes against this subsidiary to the claims of other creditors of this subsidiary. In addition, a court could void all or part of the guarantee. To the extent the guarantee issued by a subsidiary of ours was voided as a fraudulent conveyance, the holders of our notes guaranteed by our subsidiary guarantors would cease to have any claim against the subsidiary and would be creditors solely of Quest Diagnostics and any other subsidiary guarantor that was not found to have made a fraudulent conveyance. Furthermore, a court may be more likely to find that guarantees issued by subsidiaries after the date the notes are issued constitute a fraudulent conveyance. See [Description of Notes](#) [Guarantees](#).

Secured indebtedness and existing and future obligations of our subsidiaries that are not guarantors, including the issuance of preferred stock, will be effectively senior to the notes.

The notes and the guarantees are senior unsecured obligations and therefore will be effectively subordinated to any of our or our subsidiary guarantors' secured obligations to the extent of the value of the assets securing such obligations. The indenture does not limit the amount of indebtedness that we and any of our subsidiary guarantors can incur, but

does limit the amount of indebtedness our non-guarantor subsidiaries are permitted to incur (as described below). In addition, the indenture limits the amount of secured indebtedness pursuant to the covenant described under the heading Description of Notes Limitation on Liens. This covenant is subject to important exceptions described under such heading. As of March 31, 2007, after giving effect to the Transactions, we and our subsidiary guarantors would have had outstanding \$5.5 million of secured debt.

We conduct our operations through subsidiaries, which generate a substantial portion of our operating income and cash flow. As a result, distributions or advances from our subsidiaries are a major source of funds necessary to meet our debt service and other obligations. Contractual provisions, laws or regulations, as well as any subsidiary's condition and operating requirements, may limit our ability to obtain cash required to pay our debt service and other obligations. The notes will be structurally subordinated to all existing and future obligations of our subsidiaries (unless such subsidiaries are subsidiary guarantors), including claims with respect to trade payables. In addition, the guarantees of our subsidiary guarantors will be structurally subordinated to all existing and future obligations of any subsidiary or Quest Diagnostics or a subsidiary guarantor (unless such subsidiaries are also subsidiary guarantors), including claims with respect to trade payables. This means that holders of our notes as guaranteed by our subsidiary guarantors will have a junior position with respect to such obligations of our direct and indirect subsidiaries that are not subsidiary guarantors on the assets and earnings of such subsidiaries. Except as disclosed in the next sentence, as of March 31, 2007, after giving effect to the Transactions our subsidiaries that are not guarantors would have had debt outstanding of \$314 million, of which \$300 million was incurred under our secured receivables credit facility. Certain AmeriPath subsidiaries and our MedPlus, Inc. subsidiary (which has approximately \$65 million in assets) will not be guarantors of the notes, but will guarantee certain of our other indebtedness, including our term loans, our senior unsecured revolving credit facility and existing senior notes.

Our non-guarantor subsidiaries are limited in the amount of indebtedness they are permitted to incur pursuant to the covenant described under Description of Notes Limitation on Subsidiary Indebtedness and Preferred Stock. This covenant is subject to important exceptions described under such heading. In addition, the guarantees of our subsidiary guarantors may be released in certain circumstances, which are described under the heading Description of Notes Guarantees or may be avoided or subordinated in favor of the subsidiary guarantors' other creditors as described in this prospectus supplement under the heading Risk Factors. Federal and state laws permit a court to void a guarantee issued by any of our subsidiaries if the court finds the guarantee to constitute a fraudulent conveyance.

CAUTIONARY STATEMENT FOR PURPOSES OF THE SAFE HARBOR PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Some statements and disclosures in this prospectus supplement, or any accompanying prospectus and the documents incorporated herein or therein by reference are forward-looking statements. Forward-looking statements include all statements that do not relate solely to historical or current facts and can be identified by the use of words such as may, believe, will, expect, project, estimate, anticipate, plan or continue. These forward-looking statements are based on our current plans and expectations and are subject to a number of risks and uncertainties that could significantly cause our plans and expectations, including actual results, to differ materially from the forward-looking statements. The Private Securities Litigation Reform Act of 1995, or the Litigation Reform Act, provides a safe harbor for forward-looking statements to encourage companies to provide prospective information about their companies without fear of litigation.

We would like to take advantage of the safe harbor provisions of the Litigation Reform Act in connection with the forward-looking statements included, or incorporated by reference, in this document. Investors are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented, or incorporated by reference, in this document. The following important factors could cause our actual financial results to differ materially from those projected, forecasted or estimated by us in forward-looking statements:

- (a) Heightened competition, including increased pricing pressure, competition from hospitals, and competition from physicians.
- (b) Impact of changes in payer mix, including any shift from fee-for-service to capitated fee arrangements.
- (c) Adverse actions by government or other third-party payers, including unilateral reduction of fee schedules payable to us, competitive bidding, an increase in the practice of negotiating for exclusive arrangements that involve aggressively priced capitated or fee for service payments by healthcare insurers or other payers and threats by third-party payers against physicians and patients that effectively eliminate their choice to use an out-of-network provider under preferred provider organization and similar plans.
- (d) The impact upon our testing volume and collected revenue or general or administrative expenses resulting from our compliance with Medicare and Medicaid administrative policies and requirements of third-party payers. These include:
 - (1) the requirements of Medicare carriers to provide diagnosis codes for many commonly ordered tests and the possibility that third-party payers will increasingly adopt similar requirements;
 - (2) the policy of the Centers for Medicare and Medicaid Services to limit Medicare reimbursement for tests contained in automated chemistry panels to the amount that would have been paid if only the covered tests, determined on the basis of demonstrable medical necessity, had been ordered;
 - (3) continued inconsistent practices among the different local carriers administering Medicare;
 - (4) inability to obtain from patients an advance beneficiary notice form for tests that cannot be billed without prior receipt of the form;
 - (5) the potential need to monitor charges and lower certain fees to Medicare to comply with the Office of the Inspector General's proposed rule pertaining to exclusion of providers for submitting claims to Medicare containing charges that are substantially in excess of the provider's usual charges; and
 - (6) increased challenges in operating as a non-contracted provider with respect to healthcare insurers.

(e) Adverse results from pending or future government investigations, lawsuits or private actions. These include, in particular, significant monetary damages, loss or suspension of licenses, and/or suspension or exclusion from the Medicare and Medicaid programs and/or criminal penalties.

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- (f) Failure to efficiently integrate acquired businesses and to manage the costs related to any such integration, or to retain key technical, medical and management personnel.
- (g) Inability to obtain professional liability or other insurance coverage or a material increase in premiums for such coverage or reserves for self-insurance.
- (h) Denial of certification under the Clinical Laboratory Improvement Amendments of 1988, or CLIA, or denial of other licenses for any of our clinical laboratories under the CLIA standards, revocation or suspension of the right to bill the Medicare and Medicaid programs or other adverse regulatory actions by federal, state and local agencies.
- (i) Changes in federal, state or local laws or regulations, including changes that result in new or increased federal or state regulation of commercial clinical laboratories, including regulation by the Food and Drug Administration.
- (j) Inability to achieve expected benefits from our acquisitions of other businesses.
- (k) Inability to achieve additional benefits from our Six Sigma and standardization initiatives.
- (l) Adverse publicity and news coverage about the clinical laboratory industry or us.
- (m) Computer or other IT system failures that affect our ability to perform tests, report test results or properly bill customers, including potential failures resulting from the standardization of our IT systems and other system conversions, telecommunications failures, malicious human acts (such as electronic break-ins or computer viruses) or natural disasters.
- (n) Development of technologies that substantially alter the practice of laboratory medicine, including technology changes that lead to the development of more cost-effective tests such as (1) point-of-care tests that can be performed by physicians in their offices, (2) esoteric tests that can be performed by hospitals in their own laboratories or (3) home testing that can be carried out without requiring the services of clinical laboratories.
- (o) Issuance of patents or other property rights to our competitors or others that could prevent, limit or interfere with our ability to develop, perform or sell our tests or operate our business.
- (p) Development of tests by our competitors or others which we may not be able to license, or usage of our technology or similar technologies or our trade secrets by competitors, any of which could negatively affect our competitive position.
- (q) Regulatory delay or inability to commercialize newly licensed tests or technologies or to obtain appropriate reimbursements for such tests.
- (r) Inability to obtain or maintain adequate patent and other proprietary rights protections of our products and services or to successfully enforce our proprietary rights.
- (s) Impact of any national healthcare information network and the adoption of standards for health information technology interoperability that are incompatible with existing software and hardware infrastructure requiring widespread replacement of systems and/or software.
- (t) The impact of the privacy regulations, security regulations and standards for electronic transactions regulations issued under the Health Insurance Portability and Accountability Act of 1996 and any applicable state laws or regulations.
- (u) Inability to promptly or properly bill for our services or to obtain appropriate payments for services that we do bill.

(v) Changes in interest rates and changes in our credit ratings from Standard & Poor's Rating Services and Moody's Investor Services causing an unfavorable impact on our cost of and access to capital.

(w) Inability to hire and retain qualified personnel or the loss of the services of one or more of our key senior management personnel.

(x) Terrorist and other criminal activities, hurricanes, earthquakes or other natural disasters, which could affect our customers, transportation or systems, or our facilities, and for which insurance may not adequately reimburse us.

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RATIO OF EARNINGS TO FIXED CHARGES

Set forth below is information concerning the historical ratio of earnings to fixed charges for Quest Diagnostics. This ratio shows the extent to which our business generates enough earnings after the payment of all expenses other than interest to make required interest payments on our debt.

For this purpose, earnings consist of pretax income from continuing operations plus fixed charges. Fixed charges consist of interest expense and one-third of rental expense, representing that portion of rental expense we deemed representative of an appropriate interest factor.

	Three Months Ended March 31,		Year Ended December 31,			
	2007	2006	2005	2004	2003	2002
Ratio of earnings to fixed charges	5.4x	8.2x	9.9x	9.2x	8.4x	7.2x
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USE OF PROCEEDS

We estimate that the net proceeds from this offering of notes after deducting underwriting discounts but before deducting other expenses of the offering will be approximately \$. We intend to use these proceeds, together with cash on hand to repay all borrowings under the bridge loan facility incurred to pay a portion of the purchase price and transaction expenses of the AmeriPath acquisition and to refinance the debt of AmeriPath. The amount drawn on the bridge loan facility was \$780 million. The interest rate on the bridge loan facility was 5.72% as of May 31, 2007. The facility matures on May 30, 2008. See Summary The AmeriPath Acquisition and Description of Certain Other Indebtedness Bridge Loan.

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CAPITALIZATION

The following table sets forth our cash and cash equivalents, debt, and total capitalization at March 31, 2007 on an actual basis and as adjusted to reflect the following transactions, or the Transactions, as if they had occurred on that date:

our purchase,
on May 31,
2007, of
AmeriPath,
including the
all-cash
purchase price
and related
transaction
costs
associated
with the
AmeriPath
acquisition;

a \$1.0 billion
bridge loan
facility entered
into to fund
the acquisition
of AmeriPath,
of which \$780
million was
drawn after
March 31,
2007, and will
be refinanced
with the
proceeds of
this offering;

a new
five-year \$1.6
billion term
loan facility
entered into to
fund the
acquisition of
AmeriPath;

the repayment
of AmeriPath's
existing debt
of

approximately
\$780 million
(including
interest);

the repayment
of the interim
credit
agreement of
\$450 million
borrowed in
connection
with the
acquisition of
POCT Holding
AB, or
HemoCue; and

the completion
of this \$800
million
offering of
senior notes.

This table should be read in conjunction with our consolidated financial statements and the related notes and the consolidated financial statements and related notes of AmeriPath, Inc. incorporated by reference into this prospectus supplement. This table does not reflect a new \$750 million senior unsecured revolving credit facility, which replaced our prior \$500 million senior unsecured revolving credit facility in May 2007. Nothing was outstanding under this revolving credit facility on March 31, 2007.

March 31, 2007

Actual **As Adjusted**
(in thousands)

Cash and cash equivalents	\$ 158,397	\$ 81,286 (a)
Debt (including current maturities):		
Short-term borrowings under receivables financing	\$ 300,000	\$ 300,000
HemoCue interim credit agreement	450,000	
AmeriPath interim credit agreement		
Term loan due 2008	60,000	60,000
Term loan due 2012		1,600,000
7.5% Senior notes due 2011	274,530	274,530
5.125% Senior notes due 2010	399,461	399,461
5.45% Senior notes due 2015	498,627	498,627
3½% Convertible notes due 2034	2,971	2,971
Industrial revenue bonds due 2009	5,378	5,378
Senior notes offered hereby (b)		800,000

Other	14,340	14,408
Total debt	2,005,307	3,955,375
Stockholders' equity	3,029,232	3,029,232
Total capitalization	\$ 5,034,539	\$ 6,984,607

- (a) Cash and cash equivalents as adjusted include the assumption of AmeriPath's cash balances of \$26.6 million as of March 31, 2007, (adjusted to exclude \$74 million of cash and cash equivalents used to repay amounts outstanding under AmeriPath, Inc.'s revolving credit facility subsequent to March 31, 2007). Cash and cash equivalents also exclude restricted cash of approximately \$30 million.
- (b) Consists of \$ million % senior notes due and

\$ million %
senior notes
due .

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DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS

Letter of Credit Lines

We have two lines of credit with two financial institutions totaling \$85 million for the issuance of letters of credit. The letter of credit lines mature in December 2007, are guaranteed by the subsidiary guarantors and are expected to be renewed. As of March 31, 2007, there were \$62.3 million of outstanding letters of credit under the letter of credit lines. In addition, at March 31, 2007, AmeriPath had \$12.1 million of outstanding letters of credit.

Secured Receivables Credit Facility

In May 2007, Quest Diagnostics Receivables Inc., a wholly owned subsidiary of ours, increased its existing receivables securitization facility from \$300 million to \$375 million. The facility matures on May 23, 2008. The secured receivables credit facility is supported by one-year back-up facilities provided by two banks on a committed basis. Interest on the secured receivables credit facility is based on rates that are intended to approximate commercial paper rates for highly rated issuers. Borrowings outstanding under the secured receivables credit facility, if any, are classified as a current liability on our consolidated balance sheet. The borrower under the secured receivables credit facility is not a guarantor of the notes offered hereby.

Term Loans and Revolving Credit Facility

In December 2003, we entered into a \$75 million amortizing term loan due December 2008. Interest is based on LIBOR plus an applicable margin that can fluctuate over a range of up to 119 basis points, based on changes in our public debt ratings. Currently, our borrowing rate for LIBOR-based loans is LIBOR plus 0.50%. The term loan due December 2008 requires principal repayments of the initial amount borrowed equal to 20% on each of the third and fourth anniversary dates of the funding and the remainder of the outstanding balance on December 31, 2008. As of May 31, 2007, the interest rate was 5.82%. The term loan due December 2008 is guaranteed by the Subsidiary Guarantors and the Specified Subsidiaries (as such terms are defined in the Description of Notes).

In May 2007, we entered into a \$1.6 billion term loan facility and a \$750 million senior unsecured revolving credit facility which matures in May 2012. The term loan requires principal repayments of 1.25% of the amount borrowed on the last day of each calendar quarter starting on September 30, 2007, with the quarterly payments increasing on September 30, 2009 to 2.5% of the amount borrowed and on September 30, 2011 to 17.5% of the amount borrowed, with the remainder of the outstanding balance due on May 31, 2012. Interest under each facility is based on certain published rates plus an applicable margin that will vary over a range from 40 basis points to 125 basis points based on changes in our public debt ratings. At our option, we may elect to enter into LIBOR-based interest rate contracts for periods up to six months. Interest on any outstanding amounts not covered under the LIBOR-based interest rate contracts is based on an alternate base rate, which is calculated by reference to the prime rate or federal funds rate. As of May 31, 2007, the interest rate was 5.72%. The term loan and the senior unsecured revolving credit facility are guaranteed by the Subsidiary Guarantors and the Specified Subsidiaries (as such terms are defined in the Description of Notes).

Bridge Loan

In May 2007, we entered into a \$1 billion bridge loan facility, of which \$780 million was drawn to fund the acquisition of AmeriPath. We intend to use the proceeds from this offering to repay all borrowings under the bridge loan facility. The loan under the bridge credit agreement is due on May 30, 2008. Interest is based on certain published rates plus an applicable margin that will vary over a range from 40 basis points to 125 basis points based on changes in our public debt ratings. At our option, we may elect to enter into LIBOR-based interest rate contracts for periods up to six months. Interest on any outstanding amounts not covered under the LIBOR-based interest rate

contracts is based on an alternate base rate, which is calculated by reference to the prime rate or federal funds rate. As of May 31, 2007, the interest rate was 5.72%.

Senior Notes

We completed a \$550 million senior notes offering in June 2001, of which a tranche of \$275 million matured in July 2006. The other tranche of \$275 million aggregate principal amount of 7.5% senior notes due 2011 was issued at a discount of approximately \$1.1 million. After considering the discount, the effective interest rate on the senior notes due 2011 is 7.6%. The senior notes require semiannual interest payments which commenced January 12, 2002.

We completed a \$900 million senior notes offering in October 2005. The notes were issued in two tranches: (a) \$400 million aggregate principal amount of 5.125% senior notes due November 1, 2010 issued at a discount of approximately \$0.8 million and (b) \$500 million aggregate principal amount of 5.45% senior notes due November 1, 2015, issued at a discount of approximately \$1.6 million. After considering the discounts, the effective interest rates on the senior notes due 2010 and the senior notes due 2015 are approximately 5.3% and 5.6%, respectively. The senior notes require semiannual interest payments, which commenced on May 1, 2006. The senior notes are unsecured obligations of ours and rank equally with our other unsecured senior obligations. The senior notes are guaranteed by the Subsidiary Guarantors and the Specified Subsidiaries (as such terms are defined in the Description of Notes). Each guarantee is a senior unsecured obligation of the subsidiary guarantor issuing such guarantee and ranks equally with other existing and future senior unsecured obligations of such subsidiary guarantor. The covenants and events of default under the senior notes are substantially the same as the senior notes offered hereby except that such indebtedness does not contain a change of control redemption right for the holders and the senior notes offered hereby contain a limitation on restricted payments to certain non-guarantor subsidiaries and permit these subsidiaries to guarantee certain debt.

SELECTED HISTORICAL FINANCIAL DATA FOR QUEST DIAGNOSTICS

The following table summarizes our selected historical financial data of our company and our subsidiaries at the dates and for each of the periods presented. We derived the selected historical financial data for the years 2002 through 2006 from our audited consolidated financial statements. We derived the selected historical financial data for the three months ended March 31, 2007 and 2006 from our unaudited interim consolidated financial statements. The unaudited interim consolidated financial statements reflect all adjustments which, in our opinion, are necessary for a fair statement of the financial condition and results of operations as of and for the periods presented. The unaudited interim consolidated financial statements have been compiled without audit and are subject to year-end adjustments. Operating results for interim periods are not necessarily indicative of the results that may be expected for the full year. In September 2004, the Emerging Issues Task Force reached a final consensus on Issue 04-8, The Effect of Contingently Convertible Instruments on Diluted Earnings per Share, or Issue 04-8, effective December 31, 2004. Pursuant to Issue 04-8, we included the dilutive effect of our 1³/₄% contingent convertible debentures issued November 26, 2001 in our dilutive earnings per common share calculations using the if-converted method, regardless of whether or not the holders of these securities were permitted to exercise their conversion rights, and retroactively restated previously reported diluted earnings per common share.

Effective January 1, 2006, we adopted SFAS 123R using the modified prospective approach and therefore we have not restated results for prior periods. Under this approach, equity awards that are granted, modified or settled after January 1, 2006 will be measured and accounted for in accordance with SFAS 123R. Unvested awards that were granted prior to January 1, 2006 will continue to be accounted for in accordance SFAS No. 123, Accounting for Stock-Based Compensation, as amended by SFAS No. 148, Accounting for Stock-Based Compensation-Transition and Disclosure an amendment to SFAS No. 123, except that compensation cost will be recognized in our results of operations. During the third quarter of 2006, we completed our wind down of NID, a test kit manufacturing subsidiary, and classified the operations of NID as discontinued operations. The selected historical financial data presented below has been restated to report the results of NID as discontinued operations for all periods presented.

The selected historical financial data is only a summary and should be read together with our audited consolidated financial statements and related notes and management's discussion and analysis of financial condition and results of operations included in our quarterly reports on Form 10-Q for the three months ended March 31, 2007 and 2006 and our Annual Report on Form 10-K for the year ended December 31, 2006, incorporated by reference in this prospectus supplement.

	Three Months Ended March 31,		Year Ended Dec	
	2007(a)	2006	2006 (b)	2005 (g)
	(in thousands, except for per share data)			
Operations Data:				
Net revenues	\$ 1,526,208	\$ 1,553,105	\$ 6,268,659	\$ 5,456,726
Operating income	200,870	258,718 (e)	1,128,077 (c),(e)	1,007,548 (j)
Income from continuing operations	107,515	154,603 (d)	625,692 (d)	573,196 (l)
(Loss)/income from discontinued	(1,622)	(9,967)	(39,271)(f)	(26,919)(f)

operations									
Net income		105,893		144,636		586,421		546,277	
Earnings per common share basic: (n)									
Income from continuing operations	\$	0.56	\$	0.78	\$	3.18	\$	2.84	\$
(Loss)/income from discontinued operations		(0.01)		(0.05)		(0.20)		(0.13)	
Net income	\$	0.55	\$	0.73	\$	2.98	\$	2.71	\$
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	Three Months Ended March 31,		Year Ended December 31,		
	2007(a)	2006	2006 (b)	2005 (g)	2004
(in thousands, except for per share data)					
Earnings per common share diluted: (n) (o)					
Income from continuing operations	\$ 0.55	\$ 0.77	\$ 3.14	\$ 2.79	\$ 2.32
(Loss)/income from discontinued operations	(0.01)	(0.05)	(0.20)	(0.13)	0.03
Net income	\$ 0.54	\$ 0.72	\$ 2.94	\$ 2.66	\$ 2.35
Dividends per common share (n)	\$ 0.10	\$ 0.10	\$ 0.40	\$ 0.36	\$ 0.30
Balance Sheet Data (at end of period):					
Cash and cash equivalents	\$ 158,397	\$ 156,461	\$ 149,640	\$ 92,130	\$ 73,302
Accounts receivable, net	810,576	775,724	774,414	732,907	649,281
Goodwill, net	3,724,768	3,199,238	3,391,046	3,197,227	2,506,950
Total assets	6,186,542	5,434,568	5,661,482	5,306,115	4,203,788
Long-term debt	1,238,265	1,240,501	1,239,105	1,255,386	724,021
Total debt	2,005,306	1,532,390	1,555,979	1,592,225	1,098,822
Total stockholders equity	3,029,232	2,865,296	3,019,171	2,762,984	2,288,651
Other Data:					
Net cash provided by operating activities	\$ 151,553	\$ 240,659	\$ 951,896	\$ 851,583	\$ 798,780
Net cash used in investing activities	(345,947)	(27,991)	(414,402)	(1,079,793)	(173,700)

Net cash (used in) provided by financing activities	(203,151)	(148,337)	(479,984)	247,038	(706,736)
Provision for doubtful accounts	67,508	63,423	243,443	233,628	226,310
Rent expense	40,183	38,722	153,185	139,660	132,883
Capital expenditures	40,126	42,186	193,422	224,270	176,125
Depreciation and amortization	50,335	49,060	197,398	176,124	168,726

(a) On January 31, 2007, we completed the acquisition of HemoCue, which generated annualized revenues of approximately \$90 million. Consolidated operating results for 2007 include the results of operations of HemoCue subsequent to the closing of the acquisition.

(b) On July 3, 2006, we completed the acquisition of Focus Diagnostics, which generated annualized

revenues of approximately \$65 million. Consolidated operating results for 2006 include the results of operations of Focus Diagnostics subsequent to the closing of the acquisition. See Note 3 to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2006, which is incorporated by reference into this prospectus supplement.

- (c) During 2006, we recorded \$55 million of stock-based compensation expense in accordance with SFAS 123R.
- (d) During 2006, we recorded \$10 million related to net investment losses. The net investment losses of \$10 million include

a \$15.8 million gain on the sale of an investment recorded during the first quarter of 2006.

- (e) During 2006, we recorded \$23 million in charges as a result of finalizing our plan of integration of LabOne, and \$4.1 million in charges related to consolidating operations in California into a new facility.

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- (f) During 2006, we recorded \$32 million in charges as a result of discontinuing NID s operations. During the fourth quarter of 2005, we recorded a \$16 million charge to write-off certain assets in connection with a product hold at NID.

- (g) On November 1, 2005, we completed the acquisition of LabOne, which had annual revenues of approximately \$468 million. Consolidated operating results for 2005 include the results of operations of LabOne subsequent to the closing of the acquisition. See Note 3 to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31,

2006, which is incorporated by reference into this prospectus supplement.

- (h) On February 28, 2003, we completed the acquisition of Unilab Corporation, or Unilab. Consolidated operating results for 2003 include the results of operations of Unilab subsequent to the closing of the acquisition.
- (i) On April 1, 2002, we completed the acquisition of American Medical Laboratories, Incorporated, or AML. Consolidated operating results for 2002 include the results of operations of AML subsequent to the closing of the acquisition.
- (j) During 2005, we recorded a \$6.2 million charge primarily related to

forgiveness of amounts owed by patients and physicians, and related property damage as a result of hurricanes in the Gulf Coast.

- (k) During 2004, we recorded a \$10.3 million charge associated with the acceleration of certain pension obligations in connection with the succession of our prior Chief Executive Officer.
- (l) During 2005, we recorded a \$7.1 million charge associated with the write-down of an investment.
- (m) During 2004, we recorded a \$2.9 million charge to interest expense, net representing the write-off of deferred financing costs associated with the refinancing of our bank debt and credit

facility.

- (n) Previously reported basic and diluted earnings per share have been restated to give retroactive effect of our two-for-one stock split effected on June 20, 2005.

- (o) Potentially dilutive common shares primarily include the dilutive effect of our 1³/₄% contingent convertible debentures issued November 26, 2001, which were redeemed principally through a conversion into common shares as of January 18, 2005, and outstanding stock options, performance share units and restricted common shares granted under our Amended and Restated Employee Long-Term Incentive Plan

and our
Amended and
Restated
Director
Long-Term
Incentive Plan.

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SELECTED HISTORICAL FINANCIAL DATA FOR AMERIPATH, INC.

The following table summarizes selected historical financial data for AmeriPath, Inc. at the dates and for each of the periods presented. AmeriPath, Inc. derived the selected historical financial data for the years 2002 through 2006 from its audited financial statements. AmeriPath, Inc. derived the selected historical financial data for the three months ended March 31, 2007 and 2006 from its unaudited interim consolidated financial statements. On December 8, 2002, Amy Holding Company and its wholly-owned subsidiary, Amy Acquisition Corp., entered into a merger agreement with the predecessor of AmeriPath, Inc., pursuant to which Amy Acquisition Corp. merged with and into the predecessor, with AmeriPath, Inc. continuing as the surviving corporation (the March 2003 Transaction). As a result of the March 2003 Transaction, AmeriPath, Inc. became a wholly-owned subsidiary of Amy Holding Company, which was renamed AmeriPath Holdings, Inc., or Holdings. Amy Holding Company and Amy Acquisition Corp. were Delaware corporations formed at the direction of Welsh, Carson, Anderson & Stowe IX, L.P., or WCAS. The March 2003 Transaction was approved by AmeriPath, Inc.'s stockholders and subsequently consummated on March 27, 2003. References herein to the predecessor refer to the activities, financial position and results of operations of AmeriPath, Inc. prior to the March 2003 Transaction. AmeriPath, Inc.'s consolidated financial statements for the years ended December 31, 2006, 2005, and 2004, for the period from March 28, 2003 through December 31, 2003, for the period from January 1, 2003 through March 27, 2003, and for the year ended December 31, 2002 have been audited by Ernst & Young LLP, AmeriPath, Inc.'s independent auditors.

STATEMENTS OF OPERATIONS^(a)

	Successor (b)					
	Three Months Ended March 31,		Year Ended December 31,	Year Ended December 31,	Year Ended December 31,	
	2007	2006	2006(j)	2005	2004	
	(dollars in thousands)					
Net revenues	\$ 200,694	\$ 170,936	\$ 752,321	\$ 563,617	\$ 507,271	\$
Operating costs and expenses:						
Cost of services	117,005	96,926	418,082	298,932	270,959	
Selling, general and administrative expenses	46,635	35,751	154,235	110,520	95,688	
Provision for doubtful accounts	19,358	19,840	84,936	73,766	76,463	
Amortization expense ^{(c) (k)}	2,515	3,264	13,127	13,585	13,761	
Merger-related charges ^(d)	109	586	2,064			
Restructuring costs ^(e)						

Asset impairment and related charges ^(f)				883	611	
Total operating costs and expenses	185,622	156,367	672,444	497,686	457,482	
Income from operations	15,072	14,569	79,877	65,931	49,789	
Interest expense ^(k)	(15,043)	(13,693)	(57,432)	(46,527)	(42,136)	
Change in value of derivative ^(g)		293	1,295	(280)	(1,015)	
Write-off of Genomics investment ^(h)						
Write-off of deferred financing costs ⁽ⁱ⁾		(3,360)	(3,388)	(468)	(3,829)	
Other income, net	393	338	1,516	620	66	
Income (loss) before income taxes	422	(1,853)	21,868	19,276	2,875	
Provision for income taxes	203	237	11,341	9,355	1,361	
Net income (loss)	\$ 219	\$ (2,090)	\$ 10,527	\$ 9,921	\$ 1,514	\$

CONSOLIDATED BALANCE SHEET DATA (a)

	March 31,		December 31,			
	2007	2006	2006	2005	2004	2003
	(dollars in thousands)					
Cash and cash equivalents	\$	\$ 8,648	\$ 182	\$ 3,998	\$ 20,980	\$ 23,000
Restricted cash	29,601	26,829	30,906	26,684	17,940	12,000
Total assets	1,437,234	1,340,786	1,411,101	984,149	964,309	912,000
Long-term debt, including current portion	625,534	610,826	624,259	479,490	497,853	492,000
Stockholders equity	629,932	565,563	606,340	384,717	358,092	330,000

(a) This presentation is for AmeriPath, Inc. We acquired AmeriPath Group Holdings, Inc., the ultimate parent of AmeriPath, Inc., whose principal assets consisted of cash (which was used to repay debt) and its indirect investment in AmeriPath, Inc., and whose principal liabilities consisted of debt, which was repaid in connection with the acquisition of AmeriPath

Group
Holdings, Inc.
As of the date
hereof,
AmeriPath
Group
Holdings, Inc.
has no
significant
assets other
than its indirect
investment in
AmeriPath, Inc.

- (b) Consolidated financial data for periods subsequent to March 27, 2003 reflect the fair value of assets acquired and liabilities assumed in connection with the March 2003 Transaction. The comparability of the operating results for the periods presented is affected by the revaluation of the assets acquired and liabilities assumed on the date of the March 2003 Transaction. The financial data for the periods prior to March 28, 2003 consist of the historical data of AmeriPath, Inc. and subsidiaries

prior to the
March 2003
Transaction.

- (c) The predecessor adopted the provisions of SFAS No. 142 as of January 1, 2002. SFAS 142 clarifies the criteria to recognize intangible assets separately from goodwill and promulgates that goodwill and certain indefinite-lived intangible assets not be amortized.
- (d) In connection with the March 2003 Transaction, AmeriPath, Inc. recorded \$2.8 million of transaction fees in the fourth quarter of 2002 and \$12.4 million during 2003. In 2006, AmeriPath, Inc. recorded \$2.1 million of transaction fees related to the Specialty acquisition.
- (e) Represents restructuring costs that were recognized

based upon criteria set forth in SFAS 146 of (i) \$1.2 million for employee severance costs in connection with a reduction in workforce at AmeriPath, Inc.'s Southern California, Philadelphia, Central Florida and North Texas laboratories, and (ii) \$2.0 million incurred for remaining severance costs and the closure of AmeriPath, Inc.'s Southern California laboratory. The Southern California facility was closed as a result of a loss of revenue from Quest Diagnostics, which historically accounted for a significant portion of revenues for this individual lab.

- (f) During 2002, AmeriPath, Inc. recorded charges consisting of approximately \$2.1 million in connection with

the write-off of
its remaining
Quest
Diagnostics
laboratory
contract
intangibles and
approximately
\$0.7 million in
connection with
its termination
of a
management
service
agreement in
Georgia.
During 2003,
AmeriPath, Inc.
recorded a
pre-tax,
non-cash
charge of
approximately
\$0.4 million in
connection with
the sale of two
hospital-based
practices in
Florida. During
2004,
AmeriPath, Inc.
recorded a
pre-tax,
non-cash
charge of
approximately
\$0.6 million in
connection with
the sale of a
practice in
Michigan. In
August 2005,
AmeriPath, Inc.
sold its
managed
practice in
Memphis,
Tennessee. As a
result of the
sale,
AmeriPath, Inc.

recognized a loss of approximately \$1.3 million. As a result of the sale and termination of the Memphis managed service agreement, AmeriPath, Inc. performed an impairment analysis relative to the carrying value of this identifiable intangible and determined that no impairment existed at September 30, 2005. In February 2005, AmeriPath, Inc. sold a managed practice in Los Gatos, California resulting in a gain of approximately \$0.4 million.

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- (g) During 2004, AmeriPath, Inc. entered into a swap agreement, and recorded its change in market value as of December 31, 2004, 2005, and 2006, respectively. On October 2, 2006, AmeriPath, Inc. terminated the agreement.
- (h) During 2002, AmeriPath, Inc. wrote off the \$1.0 million carrying value of its interest in a genomics company as a result of a decline in the fair value of this investment.
- (i) Consists of write-offs of deferred financing costs relating to the March 2003 Transaction, and two voluntary paydowns on AmeriPath, Inc.'s current credit facility in both 2004 and 2005. In January 2006,

in connection with the acquisition of Specialty, AmeriPath, Inc. terminated its existing credit facility and entered into a new senior credit facility. As a result of terminating the credit facility, AmeriPath, Inc. wrote-off approximately \$3.4 million of its deferred debt financing costs.

- (j) The statement of income for 2006 includes the results of Specialty from the effective date of the acquisition by AmeriPath, Inc., which was January 31, 2006. Net revenues from Specialty for the year ended December 31, 2006 were \$148.1 million.
- (k) For the three months ended March 31, 2007 and 2006, amortization of deferred debt costs of

\$0.7 million
and \$0.6
million,
respectively,
are included in
interest
expense versus
amortization
expense as it is
presented in
the annual
information.

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DESCRIPTION OF NOTES

Each of the % senior notes due (the Notes due) and the % senior notes due (the Notes due and, together with the Notes due , the Notes) are a separate issue of debt securities. The notes will be issued under an indenture dated as of June 27, 2001 as supplemented by a supplemental indenture, dated as of June 27, 2001, each among Quest Diagnostics, as issuer, the Initial Subsidiary Guarantors, as guarantors, and The Bank of New York, as trustee, as further supplemented by a second supplemental indenture, dated as of November 26, 2001, among Quest Diagnostics, the Subsidiary Guarantors and The Bank of New York, as further supplemented by a third supplemental indenture, dated as of April 4, 2002, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by a fourth supplemental indenture, dated as of March 19, 2003, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by a supplemental indenture, dated as of April 16, 2004, among Quest Diagnostics, the additional Subsidiary Guarantor and The Bank of New York, as further supplemented by a sixth supplemental indenture dated October 31, 2005, as further supplemented by a seventh supplemental indenture dated November 21, 2005, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by an eighth supplemental indenture dated July 31, 2006, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York and as further supplemented by the ninth supplemental indenture dated September 30, 2006, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York and as to be amended by a tenth supplemental indenture to be dated as of the closing date of this offering (collectively, the Indenture). On June 7, 2001, we completed a \$550 million senior notes offering under the Indenture and on October 31, 2005, we completed a \$900 million senior notes offering under the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939. A copy of the Indenture is available for inspection at the office of the trustee.

Whenever we refer in this Description of Notes to terms defined in the Indenture below, such defined terms are incorporated herein by reference. As used in this Description of Notes, the terms we, our, us and Quest Diagnostics not include any current or future subsidiary of Quest Diagnostics Incorporated, unless the context indicates otherwise.

General

The Notes due will be initially limited to \$ aggregate principal amount and will mature and become due and payable, together with any accrued and unpaid interest thereon, on . The Notes due will be initially limited to \$ aggregate principal amount and will mature and become due and payable, together with any accrued and unpaid interest thereon, on .

Quest Diagnostics may from time to time, without the consent of the holders of the Notes, issue additional Notes of either series having the same ranking and the same interest rate, maturity and other terms as the Notes of the applicable series. Any additional Notes and the Notes of such series will generally constitute a single series under the Indenture. This type of offering is often referred to as a re-opening. Additional Notes may constitute a separate issuance for United States federal income tax purposes.

Notes of either series will bear interest at the annual rate noted on the cover page of this prospectus supplement. Interest will be payable semiannually on and of each year, beginning . Interest on the Notes will be paid to holders of record on the or immediately before the applicable interest payment date.

The Notes do not provide for any sinking fund.

Guarantees

Each Subsidiary Guarantor will fully and unconditionally guarantee, on a joint and several basis, the payment of the principal of, and any premium and interest on the Notes. The guarantees of the Notes will be endorsed on the Notes.

In addition, each future domestic Subsidiary of Quest

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Diagnostics, or any Subsidiary Guarantor which has been released and discharged from its obligations under the guarantee of the Notes, will be required to guarantee Quest Diagnostics obligations under the Notes, if such Subsidiary:

guarantees
any
Indebtedness
of Quest
Diagnostics
when the
amount of
such
Indebtedness,
together with
any other
outstanding
Indebtedness
of Quest
Diagnostics
guaranteed by
its
Subsidiaries
that are not
Subsidiary
Guarantors,
exceeds \$50
million in the
aggregate at
any time; or

incurs
Indebtedness,
unless such
Indebtedness
is permitted
under the
Limitation on
Subsidiary
Indebtedness
and Preferred
Stock
covenant
described
below;

provided, however, for the avoidance of doubt, the Specified Subsidiaries are not subject to the foregoing until such time, if any, the Specified Subsidiaries become Subsidiary Guarantors.

The Specified Subsidiaries are not guaranteeing the Notes, but will guarantee the term loans, the senior unsecured revolving credit facility and the existing senior notes of Quest Diagnostics.

The Indenture provides that the obligations of each Subsidiary Guarantor under its guarantee will be limited so as to not constitute a fraudulent conveyance under any United States federal or state laws. Application of this clause could limit the amount which holders of Notes may be entitled to collect under the guarantees. Holders, by their acceptance of the Notes, will have agreed to such limitations. See Risk Factors Federal and state laws permit a court to void a guarantee issued by any of our subsidiaries if the court finds the guarantee to constitute a fraudulent conveyance.

The guarantees of the Subsidiary Guarantors with respect to the Notes will remain in effect with respect to each Subsidiary Guarantor until the entire amount of principal of, premium, and interest on the Notes shall have been paid in full or otherwise discharged in accordance with the provisions of the Indenture; *provided, however*, that if (a) a Subsidiary Guarantor does not guarantee Indebtedness of Quest Diagnostics the amount of which, when added together with any other outstanding Indebtedness of Quest Diagnostics guaranteed by its Subsidiaries that are not Subsidiary Guarantors, would exceed \$50 million in the aggregate, excluding the Notes, and all outstanding Indebtedness of such Subsidiary Guarantor would have been permitted to be incurred under the Limitation on Subsidiary Indebtedness and Preferred Stock covenant described below measured at the time of the release and discharge as described in this paragraph, (b) the Notes are defeased and discharged as described under Defeasance or (c) all or substantially all of the assets of such Subsidiary Guarantor or all of the capital stock of such Subsidiary Guarantor is sold (including by issuance, merger, consolidation or otherwise) by Quest Diagnostics or any of its Subsidiaries, then in each case of (a), (b) or (c) above, such Subsidiary Guarantor or the corporation acquiring such assets (in the event of a sale or other disposition of all or substantially all of the assets or capital stock of such Subsidiary Guarantor) shall be released and discharged from its obligations under its guarantee of the Notes.

Seniority; Ranking

The Notes will be senior unsecured obligations of Quest Diagnostics and will rank equally with other existing and future senior unsecured obligations of Quest Diagnostics. Each guarantee will be a senior unsecured obligation of the Subsidiary Guarantor issuing such guarantee and will rank equally with other existing and future senior unsecured obligations of such Subsidiary Guarantor. As of March 31, 2007, after giving effect to the Transactions, Quest Diagnostics and the Subsidiary Guarantors would have had total debt outstanding of \$3.64 billion.

The Notes and the guarantees will be effectively subordinated to any secured obligations of Quest Diagnostics or Subsidiary Guarantors, as the case may be, to the extent of the value of the assets securing such obligations. The Indenture does not limit the amount of indebtedness that Quest Diagnostics and any of its subsidiary guarantors can incur, but does limit the amount of indebtedness its non-guarantor subsidiaries are permitted to incur (as described below). In addition, the Indenture limits the amount of secured indebtedness pursuant to the covenant described under the heading Description of Notes Limitation on Liens. This covenant is subject to important exceptions

described under such heading. As of March 31, 2007, after giving effect to the Transactions, Quest Diagnostics and the Subsidiary Guarantors would have had secured debt outstanding of \$5.5 million.

Quest Diagnostics conducts its operations through subsidiaries, which generate a substantial portion of its operating income and cash. As a result, distributions or advances from subsidiaries of Quest Diagnostics are a major source of funds necessary to meet its debt service and other obligations. Contractual provisions, laws or regulations, as well as any subsidiary's financial condition and operating requirements, may limit the ability of Quest Diagnostics to obtain cash required to pay Quest Diagnostics' debt service obligations, including payments on the Notes.

The Notes will be structurally subordinated to all existing and future obligations of Quest Diagnostics' subsidiaries (unless such subsidiaries are Subsidiary Guarantors), including claims with respect to trade payables. In addition, the guarantees of our Subsidiary Guarantors will be structurally subordinated to all existing and future obligations of any subsidiary of ours or a Subsidiary Guarantor (unless such subsidiaries are also Subsidiary Guarantors), including claims with respect to trade payables. This means that holders of the Notes as guaranteed by the Subsidiary Guarantors will have a junior position to the claims of creditors of the direct and indirect subsidiaries of Quest Diagnostics which are not Subsidiary Guarantors on the assets and earnings of such subsidiaries. The non-guarantor subsidiaries of Quest Diagnostics are limited in the amount of Indebtedness they are permitted to incur pursuant to the covenant described under Limitation of Subsidiary Indebtedness and Preferred Stock. This covenant is subject to important exceptions described under such heading. In addition, the guarantees of the Subsidiary Guarantors may be released in certain circumstances, which are described under the heading Guarantees. As of March 31, 2007, after giving effect to the Transactions, the non-guarantor subsidiaries of Quest Diagnostics would have had outstanding \$314 million of debt (including the current portion thereof) of which \$300 million was comprised of the Existing Receivables Credit Facility. In addition, after giving effect to the Transactions, the Specified Subsidiaries will not be required to guarantee the notes offered hereby but will guarantee the term loans and the senior notes of Quest Diagnostics (\$2.83 billion collectively as of March 31, 2007) after giving effect to the Transactions. For a more detailed description of our Existing Receivables Credit Facility, see Description of Certain Other Indebtedness Secured Receivables Credit Facility.

Optional Redemption

At any time and from time to time, the Notes of each series will be redeemable, as a whole or in part, at the option of Quest Diagnostics, on at least 30 days, but not more than 60 days, prior notice mailed to the registered address of each holder of the Notes of the applicable series, at a redemption price equal to the greater of:

100% of
principal
amount of
the Notes to
be
redeemed,
and

the sum of
the present
values of
the
Remaining
Scheduled
Payments
(as defined

below)
discounted,
on a
semiannual
basis,
assuming a
360-day
year
consisting
of twelve
30-day
months, at
the
Treasury
Rate (as
defined
below)
plus:

basis points for the % Notes due , or

basis points for the % Notes due ,

plus accrued interest to the date of redemption which has not been paid.

On and after the redemption date for the Notes of either series, interest will cease to accrue on the Notes of that series or any portion thereof called for redemption, unless Quest Diagnostics defaults in the payment of the redemption price and accrued interest. On or before the redemption date for the Notes of that series, Quest Diagnostics shall deposit with a paying agent, or the trustee, funds sufficient to pay the redemption price of and accrued interest on such Notes to be redeemed on such date. If less than all of the Notes of a series are to be redeemed, the Notes of that series to be redeemed shall be selected by the trustee by such method as the trustee shall deem fair and appropriate.

Remaining Scheduled Payments means, with respect to the Notes of either of the series to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; *provided, however*, that, if such redemption date is not an interest payment date with respect to the Notes, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced by the amount of interest accrued thereon to such redemption date.

Treasury Rate means, with respect to any redemption date for the Notes of either series:

the yield,
which
represents the
average for the
immediately
preceding
week,
appearing in
the most
recently
published
statistical
release
designated
H.15(519) or
any successor
publication
which is
published
weekly by the
Board of
Governors of
the Federal
Reserve
System and
which
establishes
yields on
actively traded
United States
Treasury
securities
adjusted to
constant
maturity under
the caption
Treasury
Constant
Maturities, for
the maturity
corresponding
to the

Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the maturity date for the Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight line basis, rounding to the nearest month; or

if that release, or any successor release, is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to

maturity of the
Comparable
Treasury
Issue,
calculated
using a price
for the
Comparable
Treasury Issue
(expressed as a
percentage of
its principal
amount) equal
to the
Comparable
Treasury Price
for that
redemption
date.

The Treasury Rate will be calculated on the third business day preceding the redemption date.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes due or the Notes due , as the case may be, to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

Independent Investment Banker means one of the Reference Treasury Dealers, to be appointed by Quest Diagnostics.

Comparable Treasury Price means, with respect to any redemption date for the Notes:

the average
of four
Reference
Treasury
Dealer
Quotations
for that
redemption
date, after
excluding
the highest
and lowest
of such
Reference
Treasury
Dealer
Quotations;
or

if the trustee obtains fewer than four Reference Treasury Dealer Quotations, the average of all quotations obtained by the trustee.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such redemption date.

Reference Treasury Dealer means a primary U.S. Government securities dealer, which we refer to as Primary Treasury Dealer, selected by Quest Diagnostics.

Change of Control

If a Change of Control Triggering Event occurs, unless Quest Diagnostics has exercised its option to redeem the Notes as described above, Quest Diagnostics will be required to make an offer (the Change of Control Offer) to each holder of the Notes to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that holder's Notes on the terms set forth in the Notes. In the Change of Control Offer, Quest Diagnostics will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to the date of repurchase (the

Change of Control Payment). Within 30 days following any Change of Control Triggering Event or, at Quest Diagnostics option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be mailed to holders of the Notes describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the Change of Control Payment Date). The notice will, if mailed prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, Quest Diagnostics will, to the extent lawful:

accept for
payment all
Notes or
portions of
Notes
properly
tendered
pursuant to
the Change
of Control
Offer;

deposit with
the paying
agent an
amount equal
to the
Change of
Control
Payment in
respect of all
Notes or
portions of
Notes
properly
tendered; and

deliver or
cause to be
delivered to
the trustee
the Notes
properly
accepted
together with
an officers
certificate
stating the
aggregate

principal
amount of
Notes or
portions of
Notes being
repurchased.

Quest Diagnostics will not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by Quest Diagnostics and the third party repurchases all Notes properly tendered and not withdrawn under its offer. In addition, Quest Diagnostics will not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under the indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Quest Diagnostics will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the Exchange Act), and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, Quest Diagnostics will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict. For purposes of the Change of Control Offer provisions of the Notes, the following terms will be applicable:

Change of Control means the occurrence of any of the following: (1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person (as that term is used in Section 13(d) (3) of the Exchange Act) (other than Quest Diagnostics or one of its subsidiaries) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the voting stock of Quest Diagnostics or other voting stock into which the voting stock of Quest Diagnostics is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (2) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of Quest Diagnostics' assets and the assets of its subsidiaries, taken as a whole, to one or more persons (as that term is defined in the indenture) (other than Quest Diagnostics or one of its subsidiaries); or (3) the first day on which a majority of the members of the Board of Directors of Quest Diagnostics are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) Quest Diagnostics becomes a direct or indirect wholly-owned subsidiary of a holding company and (2)(A) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of the voting stock of Quest Diagnostics immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company.

Change of Control Triggering Event means the occurrence of both a Change of Control and a Rating event.

Continuing Directors means, as of any date of determination, any member of Quest Diagnostics Board of Directors who (1) was a member of such Board of Directors on the date the Notes were issued or (2) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the proxy statement of Quest Diagnostics in which such member was named as a nominee for election as a director, without objection to such nomination).

Fitch means Fitch Ratings.

Investment Grade Rating means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB (or the equivalent) by S&P, and the equivalent investment grade credit rating from any additional rating agency or Rating Agencies selected by Quest Diagnostics.

Moody's means Moody's Investors Service, Inc.

Rating Agencies means (1) each of Moody's and S&P and Fitch, to the extent Fitch makes a rating of the Notes publicly available; and (2) if any of Moody's and S&P or Fitch, to the extent Fitch makes a rating of the Notes publicly available, ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of Quest Diagnostics, a nationally recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by Quest Diagnostics (as certified by a resolution of the Board of Directors) as a replacement agency for Moody's or S&P or Fitch (if applicable), or all of them, as the case may be.

Rating event means the rating on the Notes is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) after the earlier of (1) the occurrence of a Change of Control and (2) public notice of the occurrence of a Change of Control or the intention of Quest Diagnostics to effect a Change of Control; *provided, however*, that a rating event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a rating event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee in writing at its request or the request of Quest Diagnostics that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the rating event).

S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

Voting stock means, with respect to any specified person (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Sinking Fund

The Notes will not be entitled to the benefit of any sinking fund.

Limitation on Liens

Other than as provided under Exempted Liens and Sale and Leaseback Transactions, Quest Diagnostics will not, and will not permit any Restricted Subsidiary to, create or assume any Indebtedness secured by any Lien on any Principal

Property or shares of stock or Indebtedness of any Restricted Subsidiary, unless: (1) in the case of Quest Diagnostics, the Notes are secured by

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such Lien equally and ratably with, or prior to, the Indebtedness secured by such Lien, or (2) in the case of any Subsidiary Guarantor, such Subsidiary Guarantor's guarantee of the Notes is secured by such Lien equally and ratably with, or prior to, the Indebtedness secured by such Lien. The restrictions do not apply to Indebtedness that is secured by:

Liens existing on the date of the issuance of the Notes;

Liens securing only the Notes;

Liens in favor of only Quest Diagnostics or any Restricted Subsidiary;

Liens on property or shares of stock or indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary or is merged into or consolidated with, or its assets are acquired by, Quest Diagnostics or any Restricted Subsidiary (*provided that such Lien was not incurred in anticipation of such transaction and was in existence prior to such transaction*) so long as such Lien does not extend to any other property and the

Indebtedness so secured is not increased;

Liens on property existing immediately prior to the acquisition thereof (*provided* that such Lien was not incurred in anticipation of such transaction and was in existence prior to such transaction) so long as such Lien does not extend to any other property and the Indebtedness so secured is not increased;

Liens to secure Indebtedness incurred for the purpose of all or any part of a property's purchase price or cost of construction or additions, repairs, alterations, or other improvements; *provided* that (1) the principal amount of any Indebtedness secured by such Lien does not exceed 100% of such property's purchase price or cost, (2) such

Lien does not extend to or cover any other property other than the property so purchased, constructed or on which such additions, repairs, alterations or other improvements were so made, and (3) such Lien is incurred prior to or within 270 days after the acquisition of such property or the completion of construction or such additions, repairs, alterations or other improvements and the full operation of such property thereafter;

Liens in favor of the United States or any state thereof, or any instrumentality of either, to secure certain payments pursuant to any contract or statute;

Liens for taxes or assessments or other governmental charges or levies which are being

contested in
good faith and
for which
adequate
reserves are
being
maintained, to
the extent
required by
generally
accepted
accounting
principles;

title exceptions,
easements and
other similar
Liens that are
not consensual
and that do not
materially impair
the use of the
property subject
thereto;

Liens to secure
obligations
under workmen's
compensation
laws,
unemployment
compensation,
old-age pensions
and other social
security benefits
or similar
legislation,
including Liens
with respect to
judgments which
are not currently
dischargeable;

Liens arising out
of legal
proceedings,
including Liens
arising out of
judgments or
awards;

warehousemen s,
materialmen s
and other similar
Liens for sums
being contested
in good faith and
for which
adequate
reserves are
being
maintained, to
the extent
required by
generally
accepted
accounting
principles;

Liens incurred to
secure the
performance of
statutory
obligations,
surety or appeal
bonds,
performance or
return-of-money
bonds or other
obligations of a
like nature
incurred in the
ordinary course
of business; or

Liens to secure
any extension,
renewal,
refinancing or
refunding (or
successive
extensions,
renewals,
refinancings or
refundings), in
whole or in part,
of any
Indebtedness
secured by Liens
referred to in the
foregoing bullets
or liens created

in connection
with any
amendment,
consent or
waiver relating
to such
Indebtedness, so
long as such
Lien does not
extend to any
other property
and the
Indebtedness so
secured does not
exceed the fair
market value (as
determined by
our board of
directors) of the
assets subject to
such Liens at the
time of such
extension,
renewal,
refinancing or
refunding, or
such
amendment,
consent or
waiver, as the
case may be.

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Limitation on Sale and Leaseback Transactions

Other than as provided under Exempted Liens and Sale and Leaseback Transactions, Quest Diagnostics will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any Principal Property unless:

the Sale and Leaseback Transaction is solely with Quest Diagnostics or a Subsidiary Guarantor; or

the lease is for a period not in excess of five years, including renewal rights; or

Quest Diagnostics or the Restricted Subsidiary, prior to or within 270 days after the sale of such Principal Property in connection with the Sale and Leaseback Transaction is completed, applies the net cash proceeds of the sale of the

Principal
Property
leased to:

- (1) the retirement of the Notes or debt ranking equally with the Notes of Quest Diagnostics or any Restricted Subsidiary, or
- (2) the acquisition of different property, facilities or equipment or the expansion of Quest Diagnostics existing business, including the acquisition of other businesses.

Exempted Liens and Sale and Leaseback Transactions

Notwithstanding the restrictions described under the headings Limitation on Liens or Limitation on Sale and Leaseback Transactions, Quest Diagnostics or any Restricted Subsidiary may create or assume any Liens or enter into any Sale and Leaseback Transactions not otherwise permitted as described above, if the sum of the following does not exceed 5% of Consolidated Total Assets:

the
outstanding
Indebtedness
secured by
such Liens
(not including
any Liens
permitted

under

Limitation on
Liens which
amount does
not include
any Liens
permitted
under the
provisions of
this Exempted
Liens and Sale
and Leaseback
Transactions);
plus

all

Attributable
Debt in respect
of such Sale
and Leaseback
Transaction
entered into
(not including
any Sale and
Leaseback
Transactions
permitted
under

Limitation on
Sale and
Leaseback
Transactions
which amount
does not
include any
Sale and
Leaseback
Transactions
permitted
under the
provisions of
this Exempted
Liens and Sale
and Leaseback
Transactions),

measured, in each case, at the time such Lien is incurred or any such Sale and Leaseback Transaction is entered into by Quest Diagnostics or the Restricted Subsidiary.

Limitation on Subsidiary Indebtedness and Preferred Stock

None of the Subsidiaries of Quest Diagnostics other than the Subsidiary Guarantors may, directly or indirectly, create, incur, issue, assume or extend the maturity of any Indebtedness (including Acquired Indebtedness) or Preferred Stock except for the following, *provided* that, for purposes of this covenant, any Acquired Indebtedness shall not be deemed to have been incurred until 270 days from the date (1) the Person obligated on such Acquired Indebtedness becomes a Subsidiary of Quest Diagnostics or (2) the acquisition of assets, in connection with which such Acquired Indebtedness was assumed, is consummated:

Indebtedness
outstanding on
the date of the
Indenture;

Indebtedness
representing
the assumption
by one
Subsidiary of
Indebtedness of
another
Subsidiary;

Indebtedness
outstanding
under any
Receivables
Credit Facility;

Indebtedness
secured by a
Lien incurred
for the purpose
of all or any
part of a
property's
purchase price
or cost of
construction or
additions,
repairs,
alterations or
other
improvements,
provided that
such
Indebtedness
and Lien is
incurred prior
to or within
270 days after
the acquisition

of such
property or the
completion of
construction or
such additions,
repairs,
alterations or
other
improvements
and the full
operation of
such property
thereafter;

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Indebtedness
of any
Subsidiary of
Quest
Diagnostics,
the proceeds
of which are
used to renew,
extend,
refinance or
refund
outstanding
Indebtedness
of such
Subsidiary;
provided that
such
Indebtedness
is scheduled
to mature no
earlier than
the
Indebtedness
being
renewed,
extended,
refinanced or
refunded;
provided
further that
such
Indebtedness
shall be
permitted
hereunder
only to the
extent that the
aggregate
principal
amount of
such
Indebtedness
(or, if such
Indebtedness
is issued at a
price less than
the principal
amount
thereof, the
aggregate

amount of
gross
proceeds
therefrom)
does not
exceed the
aggregate
principal
amount then
outstanding
under the
Indebtedness
being
renewed,
extended,
refinanced or
refunded (or if
the
Indebtedness
being
renewed,
extended,
refinanced or
refunded, was
issued at a
price less than
the principal
amount
thereof, then
not in excess
of the amount
of liability in
respect
thereof
determined in
accordance
with generally
accepted
accounting
principles)
plus the lesser
of (A) the
stated amount
of any
premium or
other payment
required to be
paid in
connection
with such a
refinancing

pursuant to
the terms of
the
Indebtedness
being
refinanced or
(B) the
amount of
premium or
other payment
actually paid
at such time
to refinance
the
Indebtedness,
plus, in either
case, the
amount of
expenses of
such
Subsidiary
incurred in
connection
with such
refinancing;

Indebtedness
of a
Subsidiary of
Quest
Diagnostics to
Quest
Diagnostics or
to another
Subsidiary of
Quest
Diagnostics;

any
Indebtedness
resulting from
a Sale and
Leaseback
Transaction
which is
permitted by
the Limitation
on Sale and
Leaseback
Transactions
covenant (but

not including
any Sale and
Leaseback
Transaction
which is
permitted by
the Exempted
Liens and
Sale and
Leaseback
Transactions
provisions
relating
thereto);

any Permitted
Acquired
Indebtedness;

any guarantee
of
Indebtedness
of Quest
Diagnostics
by the
Specified
Subsidiaries
or any other
Subsidiary of
Quest
Diagnostics in
anticipation of
such
Subsidiary
becoming a
Subsidiary
Guarantor
pursuant to
the
Guarantees
provision;

Preferred
Stock to the
extent that the
aggregate
liquidation
preference of
Preferred
Stock,
outstanding at

any one time,
does not
exceed 5% of
Consolidated
Total Assets;
or

any
Indebtedness,
including any
Acquired
Indebtedness
that is not
Permitted
Acquired
Indebtedness,
the
outstanding
aggregate
principal
amount of
which does
not at any one
time exceed
the greater of
(1) 10% of
Consolidated
Total Assets
or (2) \$200
million,
measured in
each case at
the time such
Indebtedness
is incurred.

Limitation on restricted payments to certain non-guarantor subsidiaries

Quest Diagnostics will not, and will not permit any Subsidiary to, (1) declare or pay any dividend or make any distribution to the Specified Subsidiaries on or in respect of its Capital Stock, (2) purchase, redeem, retire or otherwise acquire for value from the Specified Subsidiaries any of its Capital Stock, or (3) purchase or otherwise acquire any assets, or purchase or otherwise acquire, redeem, retire or repay any Indebtedness of the Specified Subsidiaries, or (4) make any investment in or make any loan to or transfer any assets to any of the Specified Subsidiaries. This covenant will permanently cease to be in effect when each of the Specified Subsidiaries becomes a Subsidiary Guarantor.

Capital Stock means, with respect to any Person, any and all shares or common stock or Preferred Stock.

Merger, Consolidation or Sale of Assets

Quest Diagnostics may merge or consolidate with another Person and may sell, transfer or lease all or substantially all of its assets to another Person if all the following conditions are met:

The merger, consolidation or sale of assets must not cause an event of default. See Events of Default. An event of default for this purpose would also include any event that would be an event of default if the notice or time requirements were disregarded;

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If Quest
Diagnostics is
not the
surviving
entity, the
Person we
would merge
or consolidate
with, or sell
all or
substantially
all of our
assets to,
must be
organized
under the
laws of the
United States
or any state
thereof;

If Quest
Diagnostics is
not the
surviving
entity, the
Person we
would merge
or consolidate
with, or sell
all or
substantially
all of our
assets to,
must
expressly
assume by
supplemental
indenture all
of our
obligations
under the
Notes and the
Indenture;
and

Quest
Diagnostics
must deliver
specific

certification
and
documents to
the trustee.

Events of Default

The term "Event of Default" in respect of the Notes means any of the following:

Quest
Diagnostics
or any
Subsidiary
Guarantor
does not pay
the principal
of or any
premium on
the Notes of
that series on
its due date;

Quest
Diagnostics
or any
Subsidiary
Guarantor
does not pay
interest on
the Notes of
that series
within 30
days of its
due date
whether at
maturity,
upon
redemption
or upon
acceleration;

Quest
Diagnostics
or any
Subsidiary
Guarantor
remains in
breach of a
covenant in
respect of the
Notes of that

series for 60 days after it receives a written notice of default stating it is in breach and requiring that it remedy the breach. The notice must be sent by either the trustee or holders of 25% of the aggregate principal amount of the Notes of that series;

An event of default under any indenture or instrument evidencing or under which Quest Diagnostics or any Subsidiary Guarantor then has outstanding any Indebtedness shall occur and be continuing and either:

- (1) such event of default results from the failure to pay the principal of such Indebtedness in excess of \$200 million

at final
maturity of
such
Indebtedness,
individually
or in the
aggregate; or

- (2) as a result of
such event of
default the
maturity of
such
Indebtedness
shall have
been
accelerated so
that the same
shall be or
become due
and payable
prior to the
date on which
the same
would
otherwise
have become
due and
payable and
the principal
amount of
such
Indebtedness,
together with
the principal
of any other
Indebtedness
of Quest
Diagnostics or
such
Subsidiary
Guarantor in
default, or the
maturity of
which has
been
accelerated,
aggregates at
least \$200
million,
individually

or in the
aggregate;

Any
Subsidiary
Guarantor
repudiates its
obligations
under its
guarantee of
the Notes or,
other than by
reason of the
termination of
the Indenture
or the release
of any such
guarantee in
accordance
with the
Indenture, any
such guarantee
ceases to be in
full force and
effect or is
declared null
and void and
such condition
shall have
continued for a
period of 30
days after
written notice
of such failure
requiring
Quest
Diagnostics or
the Subsidiary
Guarantor to
remedy the
same shall
have been
given to Quest
Diagnostics by
the trustee or
to Quest
Diagnostics
and the trustee
by the holders
of 25% in
aggregate

principal
amount of the
Notes then
outstanding; or

Quest
Diagnostics or
any Subsidiary
Guarantor files
for bankruptcy
or certain other
events of
bankruptcy,
insolvency or
reorganization
occur.

The trustee may withhold notice to the holders of Notes of any default (except in the payment of principal or interest) if it considers such withholding of notice to be in the best interests of the holders.

If an event of default with respect to the Notes of either series has occurred and has not been cured, the trustee or the holders of 25% in aggregate principal amount of the Notes of that series may declare the entire principal amount (and premium, if any) of, and all the accrued interest on the Notes of that series to be due and immediately payable. This is called a declaration of acceleration of maturity. If an event of default with respect to the Notes of either series occurs because of certain events in bankruptcy, insolvency or reorganization, the principal amount of the

Notes of that series will be automatically accelerated, without any action by the trustee or any holder. Holders of a majority in principal amount of the Notes of either series may also waive certain past defaults under the Indenture on behalf of all of the holders of the Notes of that series. A declaration of acceleration of maturity with respect to the Notes of either series may be canceled, under specific circumstances, by the holders of at least a majority in principal amount of the Notes of that series.

Except in cases of default, where the trustee has some special duties, the trustee is not required to take any action under the Indenture at the request of any of the holders unless the holders offer the trustee protection reasonably satisfactory to it from expenses and liability called an indemnity. If indemnity reasonably satisfactory to the trustee is provided, the holders of a majority in principal amount of the Notes of either series may, with respect to the Notes of that series, direct the time, method and place of conducting any lawsuit or other formal legal action seeking any remedy available to the trustee. The trustee may refuse to follow those directions in certain circumstances. No delay or omission in exercising any right or remedy will be treated as a waiver of the right, remedy or event of default.

Before you are allowed to bypass the trustee and bring a lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests relating to the Notes of either series, the following must occur:

You must
give the
trustee
written
notice that
an event of
default has
occurred
and remains
uncured;

The holders
of at least
25% in
principal
amount of
the
outstanding
Notes of
that series
must make a
written
request that
the trustee
take action
because of
the default
and must
offer the
trustee
indemnity
reasonably
satisfactory

to it against
the cost and
other
liabilities of
taking that
action;

The trustee
must not
have taken
action for 60
days after
receipt of
the above
notice and
offer of
indemnity;
and

Holders of a
majority in
principal
amount of
the Notes of
that series
must not
have given
the trustee a
direction
inconsistent
with the
above
notice.

However, you are entitled at any time to bring a lawsuit for the payment of money due on your Notes on or after the due date.

Defeasance

Full Defeasance. If there is a change in federal tax law, as described below, we can legally release ourselves and our Subsidiary Guarantors from any payment or other obligations on the Notes, called full defeasance, if we put in place the following other arrangements for you to be repaid:

We must
deposit in
trust for your
benefit and
the benefit of
all other
registered
holders of

the Notes a combination of money and U.S. government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal and any other payments on the Notes on their various due dates including, possibly, their earliest redemption date.

In order for us to effect a full defeasance, we must deliver to the trustee a legal opinion confirming that you will not recognize income, gain or loss for United States federal income tax purposes as a result of the defeasance and that you will not be taxed on the Notes any differently

than if the
defeasance
had not
occurred.

If we accomplish full defeasance, as described above, you would have to rely solely on the trust deposit for repayment on the Notes. You could not look to us or our Subsidiary Guarantors for repayment in the unlikely event of any shortfall. Conversely, the trust deposit would most likely be protected from claims of our lenders and other creditors if we ever become bankrupt or insolvent.

Covenant Defeasance. Under current federal tax law, we can make the same type of deposit described above and be released and cause our Subsidiary Guarantors to be released from the restrictive covenants in the Notes, if any. This is called covenant defeasance. In that event, you

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would lose the protection of those restrictive covenants but would gain the protection of having money and securities set aside in trust to repay the Notes. In order to achieve covenant defeasance, we must do the following:

We must deposit in trust for your benefit and the benefit of all other registered holders of the Notes a combination of money and U.S. government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal and any other payments on the Notes on their various due dates.

We must deliver to the trustee a legal opinion confirming that under current United States federal income tax law you will not recognize income, gain or loss for United States federal income tax

purposes as a result of the covenant defeasance and that you will not be taxed on the Notes any differently than if the covenant defeasance had not occurred.

If we accomplish covenant defeasance, the following provisions of the Indenture and the Notes would no longer apply unless otherwise specified:

any promises of our Subsidiary Guarantors relating to their guarantees, the conduct of their business and any other covenants applicable to the series of Notes;

our promises regarding conduct of our business and other matters and any other covenants applicable to the series of Notes; and

the
definition
of an event
of default
as a breach
of such
covenants.

If we accomplish covenant defeasance, you can still look to us and our Subsidiary Guarantors for repayment of the Notes if there were a shortfall in the trust deposit. In fact, if one of the remaining events of default occurred (such as our bankruptcy) and the Notes become immediately due and payable, there may be such a shortfall. Depending on the event causing the default, of course, you may not be able to obtain payment of the shortfall.

In order to exercise either full defeasance or covenant defeasance, we must comply with certain conditions, and no event or condition can exist that would prevent us and our Subsidiary Guarantors from making payments of principal, premium, and interest, if any, on the Notes of such series on the date the irrevocable deposit is made or at any time during the period ending on the 91st day after the deposit date.

Notices

With respect to the Notes, we and the trustee will send notices regarding the Notes only to registered holders, using their addresses as listed in the list of registered holders.

Global Notes: Book-Entry System

The Global Notes

The Notes of each series will be represented by one or more fully registered global notes, without interest coupons and will be deposited upon issuance with the trustee as custodian for The Depository Trust Company, New York, New York (DTC), and registered in the name of DTC or its nominee, in each case, for credit to an account of a direct or indirect participant as described below.

Except as set forth below, the global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the global notes may not be exchanged for definitive notes in registered certificated form (certificated notes) except in the limited circumstances described below. See Certain Book-Entry Procedures for the Global Notes.

Except in the limited circumstances described below, owners of beneficial interests in the global notes will not be entitled to receive physical delivery of notes in certificated form.

Transfers of beneficial interests in the global notes are subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change.

The Notes may be presented for registration of transfer and exchange at the offices of the trustee.

Certain Book-Entry Procedures for the Global Notes

All interests in the global notes will be subject to the operations and procedures of DTC, Euroclear and Clearstream Luxembourg. The descriptions of the operations and procedures of DTC, Euroclear and Clearstream Luxembourg set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to change by them from time to time. We obtained the information in this section and elsewhere in this prospectus supplement concerning DTC, Euroclear and Clearstream Luxembourg and their respective book-entry systems from sources that we believe are reliable, but we take no responsibility for the accuracy of any of this information, and investors are urged to contact the relevant system or its participants directly to discuss these matters.

DTC. DTC has advised us that it is:

a
limited-purpose
trust company
organized under
the laws of the
State of New
York;

a banking
organization
within the
meaning of the
New York State
Banking Law;

a member of the
Federal Reserve
System;

a clearing
corporation
within the
meaning of the
New York
Uniform
Commercial
Code, as
amended; and

a clearing
agency
registered
pursuant to
Section 17A of
the Exchange

Act.

DTC was created to hold securities for its participants (collectively, the participants) and to facilitate the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC's participants include securities brokers and dealers (including some or all of the underwriters), banks and trust companies, clearing corporations and certain other organizations. Indirect access to DTC's system is also available to other entities such as Clearstream Luxembourg, Euroclear, banks, brokers, dealers and trust companies (collectively, the indirect participants) that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or indirect participants in DTC.

Clearstream Luxembourg. Clearstream Luxembourg is incorporated under the laws of Luxembourg as a professional depository. Clearstream Luxembourg holds securities for its participating organizations (Clearstream Luxembourg Participants) and facilitates the clearance and settlement of securities transactions between Clearstream Luxembourg Participants through electronic book- entry changes in accounts of Clearstream Luxembourg Participants, thereby eliminating the need for physical movement of certificates. Clearstream Luxembourg provides Clearstream Luxembourg Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream Luxembourg interfaces with domestic markets in several countries. As a professional depository, Clearstream Luxembourg is subject to regulation by the Luxembourg Monetary Institute. Clearstream Luxembourg Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include the underwriters. Indirect access to Clearstream Luxembourg is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Luxembourg Participant either directly or indirectly.

Distributions with respect to Notes held beneficially through Clearstream Luxembourg will be credited to cash accounts of Clearstream Luxembourg Participants in accordance with its rules and procedures to the extent received by the U.S. depository for Clearstream Luxembourg.

Euroclear. Euroclear was created in 1968 to hold securities for participants of Euroclear (Euroclear Participants) and to clear and settle transactions between Euroclear Participants

through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator), under contract with Euro-clear Clearance Systems S.C., a Belgian cooperative corporation (the Cooperative). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking Commission. Distributions of principal and interest with respect to Notes held through Euroclear or Clearstream Luxembourg will be credited to the cash accounts of Euroclear or Clearstream Luxembourg participants in accordance with the relevant system's rules and procedures, to the extent received by such system's depository.

Links have been established among DTC, Clearstream Luxembourg and Euroclear to facilitate the initial issuance of the Notes and cross-market transfers of the Notes associated with secondary market trading. DTC will be linked indirectly to Clearstream Luxembourg and Euroclear through the DTC accounts of their respective U.S. depositaries.

Book-Entry Procedures. We expect that, pursuant to procedures established by DTC:

upon deposit
of each
global note,
DTC will
credit, on its
book-entry
registration
and transfer
system, the
accounts of
participants
designated by
the
underwriters
with an
interest in
that global
note; and

ownership of
beneficial
interests in
the global
notes will be
shown on,
and the
transfer of

ownership
interests in
the global
notes will be
effected only
through,
records
maintained
by DTC
(with respect
to the
interests of
participants)
and by
participants
and indirect
participants
(with respect
to the
interests of
persons other
than
participants).

The laws of some jurisdictions may require that some purchasers of Notes take physical delivery of those Notes in definitive form. Accordingly, the ability to transfer beneficial interests in notes represented by a global note to those persons may be limited. In addition, because DTC can act only on behalf of its participants, who in turn act on behalf of persons who hold interests through participants, the ability of a person holding a beneficial interest in a global note to pledge or transfer that interest to persons or entities that do not participate in DTC's system, or to otherwise take actions in respect of that interest, may be affected by the lack of a physical note in respect of that interest.

So long as DTC or its nominee is the registered owner of a global note, DTC or that nominee, as the case may be, will be considered the sole legal owner or holder of the notes represented by that global note for all purposes of the Notes and the Indenture. Except as provided below, owners of beneficial interests in a global note (1) will not be entitled to have the Notes represented by that global note registered in their names, (2) will not receive or be entitled to receive physical delivery of certificated notes, and (3) will not be considered the owners or holders of the Notes represented by that beneficial interest under the indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the trustee. Accordingly, each holder owning a beneficial interest in a global note must rely on the procedures of DTC and, if that holder is not a participant or an indirect participant, on the procedures of the participant through which that holder owns its interest, to exercise any rights of a holder of Notes under the Indenture or that global note. We understand that under existing industry practice, in the event that we request any action of holders of notes, or a holder that is an owner of a beneficial interest in a global note desires to take any action that DTC, as the holder of that global note, is entitled to take, DTC would authorize the participants to take that action and the participants would authorize holders owning through those

participants to take that action or would otherwise act upon the instruction of those holders. Neither we nor the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of notes by DTC, or for maintaining, supervising or reviewing any records of DTC relating to the Notes.

Payments with respect to the principal of and interest on a global note will be payable by the trustee to or at the direction of DTC or its nominee in its capacity as the registered holder of the global note under the Indenture. Under the terms of the Indenture, we and the trustee may treat the persons in whose names the Notes, including the global notes, are registered as the owners thereof for the purpose of receiving payment thereon and for any and all other purposes whatsoever. Accordingly, neither we nor the trustee has or will have any responsibility or liability for the payment of those amounts to owners of beneficial interests in a global note. Payments by the participants and the indirect participants to the owners of beneficial interests in a global note will be governed by standing instructions and customary industry practice and will be the responsibility of the participants and indirect participants and not of DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream Luxembourg will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream Luxembourg participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream Luxembourg, as the case may be, by its respective depository. However, those cross-market transactions will require delivery of instructions to Euroclear or Clearstream Luxembourg, as the case may be, by the counterparty in that system in accordance with the rules and procedures and within the established deadlines (Brussels time) of that system. Euroclear or Clearstream Luxembourg, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depository to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream Luxembourg participants may not deliver instructions directly to the depositories for Euroclear or Clearstream Luxembourg.

Although we understand that DTC, Euroclear and Clearstream Luxembourg have agreed to the foregoing procedures to facilitate transfers of interests in the global notes among participants in DTC, Euroclear and Clearstream Luxembourg, they are under no obligation to perform or to continue to perform those procedures, and those procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream Luxembourg or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Same-Day Settlement and Payment

We will make payments in respect of the Notes represented by the global notes (including principal and interest) by wire transfer of immediately available funds to the accounts specified by the global note holder. We will make all payments of principal and interest with respect to certificated notes by wire transfer of immediately available funds to the accounts specified by the holders of the certificated notes or, if no such account is specified, by mailing a check to each such holder's registered address. The notes represented by the global notes are expected to trade in DTC's Same-Day Funds Settlement System.

Because of time zone differences, the securities account of a Euroclear or Clearstream Luxembourg participant purchasing an interest in a global note from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream Luxembourg participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream Luxembourg) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream Luxembourg as a result of sales

of interests in a global note by or through a Euroclear or Clearstream Luxembourg participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream Luxembourg cash account only as of the business day for Euroclear or Clearstream Luxembourg following DTC's settlement date.

None of Quest Diagnostics, any underwriter or agent, the trustee or any applicable paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in a global note, or for maintaining, supervising or reviewing any records.

Modification or Waiver

There are three types of changes we can make to the Indenture and the Notes.

Changes Requiring Your Approval. First, there are changes that cannot be made to your Notes without your specific approval. Following is a list of those types of changes:

- changing the stated maturity of the principal of or interest on the Notes;

- reducing any amounts due on the Notes or payable upon acceleration of the maturity of the security following a default;

- adversely affecting any right of repayment at the holder's option;

- changing the place (except as otherwise described in this prospectus supplement) or currency of payment on the Notes;

impairing your
right to sue for
payment or to
convert or
exchange
Notes;

modifying the
Notes to
subordinate the
Notes to other
indebtedness;

reducing the
percentage of
holders of
Notes whose
consent is
needed to
modify or
amend the
Indenture;

reducing the
percentage of
holders of
Notes whose
consent is
needed to
waive
compliance
with certain
provisions of
the Indenture
or to waive
certain
defaults;

reducing the
requirements
for quorum or
voting with
respect to the
Notes;

modifying any
other aspect of
the provisions
of the
Indenture
dealing with

modification
and waiver
except to
increase the
voting
requirements;
and

change in any
of our
obligations to
pay additional
amounts to
holders with
respect to taxes
imposed on
such holders in
certain
circumstances.

Changes Requiring a Majority Vote. The second type of change to the Indenture and the outstanding Notes is the kind that requires a vote in favor by holders of outstanding Notes owning a majority of the principal amount of Notes. Most changes fall into this category, except for clarifying changes and certain other changes that would not adversely affect holders of the outstanding Notes in any material respect. The same vote would be required for us and our Subsidiary Guarantors to obtain a waiver of all or part of certain covenants in the Indenture, or a waiver of a past default. However, we and our Subsidiary Guarantors cannot obtain a waiver of a payment default or any other aspect of the Indenture or the outstanding Notes listed in the category described previously under *Changes Requiring Your Approval* unless we and our Subsidiary Guarantors obtain your individual consent to the waiver.

Changes Not Requiring Approval. The third type of change does not require any vote by holders of outstanding Notes. This type is limited to clarifications, curing ambiguities, defects or inconsistencies and certain other changes that would not adversely affect holders of the outstanding Notes in any material respect. Qualifying or maintaining the qualification of the Indenture under the Trust Indenture Act does not require any vote by holders of Notes.

Satisfaction and Discharge

The Indenture will cease to be of further effect, and we and our Subsidiary Guarantors will be deemed to have satisfied and discharged the Indenture with respect to the Notes, when the following conditions have been satisfied:

all Notes not previously delivered to the trustee for cancellation have become due and payable or will become due and payable at their stated maturity or on a redemption date within one year;

we deposit with the trustee, in trust, funds sufficient to pay the entire indebtedness on the Notes that had not been previously delivered for cancellation, for the principal and interest to the date of the deposit (for Notes that have become due and payable) or to the stated maturity or the redemption

date, as the case may be (for Notes that have not become due and payable);

we have paid or caused to be paid all other sums payable under the Indenture; and

we have delivered to the trustee an officer's certificate and opinion of counsel, each stating that all these conditions have been complied with.

We will remain obligated to provide for registration of transfer and exchange and to provide notices of redemption.

The Trustee

The trustee will be The Bank of New York. The Bank of New York also will be the initial paying agent and registrar for the Notes. The Bank of New York is also the trustee and note registrar for our 5.125% senior notes due 2010, our 7.5% senior notes due 2011 and our 5.45% senior notes due 2015.

The Indenture provides that, except during the continuance of an event of default under the Indenture, the trustee under the Indenture will perform only such duties as are specifically set forth in the Indenture. Under the Indenture, the holders of a majority in outstanding principal amount of the Notes will have the right to direct the time, method and place of conducting any proceeding or exercising any remedy available to the trustee under the Indenture, subject to certain exceptions. If an event of default has occurred and is continuing, the trustee under the Indenture will exercise such rights and powers vested in it under the Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The Indenture and provisions of the Trust Indenture Act incorporated by reference in the Indenture contain limitations on the rights of the trustee under such Indenture, should it become a creditor of our company, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of any such claims, as security or otherwise. The trustee under the Indenture is permitted to engage in other transactions. However, if the trustee under the Indenture acquires any prohibited conflicting interest, it must eliminate the conflict or resign.

The trustee may resign or be removed and a successor trustee may be appointed.

Governing Law

The Indenture and the Notes will be governed by, and construed in accordance with, the laws of the State of New York without application of principles of conflicts of law thereunder.

Definitions

The following definitions are applicable to this Description of Notes:

Acquired Indebtedness means Indebtedness of a Person (1) existing at the time such Person becomes a Restricted Subsidiary or (2) assumed in connection with the acquisition of assets by such Person, in each case, other than Indebtedness incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary or such acquisition, as the case may be.

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Attributable Debt means, with respect to a Sale and Leaseback Transaction, an amount equal to the lesser of: (1) the fair market value of the property (as determined in good faith by our board of directors); and (2) the present value of the total net amount of rent payments to be made under the lease during its remaining term, discounted at the rate of interest set forth or implicit in the terms of the lease, compounded semi-annually. The calculation of the present value of the total net amount of rent payments is subject to adjustments specified in the Indenture.

Capitalized Lease means any obligation of a Person to pay rent or other amounts incurred with respect to real property or equipment acquired or leased by such Person and used in its business that is required to be recorded as a capital lease in accordance with generally accepted accounting principles.

Consolidated Total Assets means, with respect to any Person as of any date, the amount of total assets as shown on the consolidated balance sheet of such Person for the most recent fiscal quarter for which financial statements have been filed with the Securities and Exchange Commission, prepared in accordance with accounting principles generally accepted in the United States.

Existing Receivables Credit Facility means the receivables-backed financing transaction pursuant to (1) the Second Amended and Restated Receivables Sales Agreement, dated as of April 20, 2004 between Quest Diagnostics and each of its direct and indirect wholly owned Subsidiaries that is a seller thereunder, and Quest Diagnostics Receivables Inc., as the buyer, (2) the Third Amended and Restated Credit and Security Agreement, dated as of April 20, 2004, as amended, among Quest Diagnostics Receivables Inc., as borrower, Quest Diagnostics, as initial servicer, each of the lenders from time to time party thereto, and Wachovia Bank, N.A., as administrative agent, and (3) the various related ancillary documents.

Indebtedness of any Person means, without duplication (1) any obligation of such Person for money borrowed, (2) any obligation of such Person evidenced by bonds, debentures, notes or other similar instruments, (3) any reimbursement obligation of such Person in respect of letters of credit or other similar instruments which support financial obligations which would otherwise become Indebtedness, and (4) any obligation of such Person under Capitalized Leases; *provided, however*, that Indebtedness of such Person shall not include any obligation of such Person to any Subsidiary of such Person or to any Person with respect to which such Person is a Subsidiary.

Initial Subsidiary Guarantors means each of American Medical Laboratories Incorporated, AmeriPath Consolidated Labs, Inc., AmeriPath Florida, LLC, AmeriPath Hospital Services Florida, LLC, AmeriPath Indiana, LLC, AmeriPath Kentucky, Inc., AmeriPath Marketing USA, Inc., AmeriPath Michigan, Inc., AmeriPath Mississippi, Inc., AmeriPath New York, LLC, AmeriPath North Carolina, Inc., AmeriPath Ohio, Inc., AmeriPath Pennsylvania, LLC, AmeriPath Philadelphia, Inc., AmeriPath SC, Inc., AmeriPath Texas, LP, AmeriPath Wisconsin, LLC, AmeriPath Youngstown Labs, Inc., AmeriPath, Inc., AmeriPath, LLC, AML Inc., Anatomic Pathology Services, Inc., API No. 2, LLC, APL Properties Limited Liability Company, Arizona Pathology Group, Inc., Central Plains Holdings, Inc., Central Plains Laboratories, LLC, Dermatopathology Services, Inc., Diagnostic Pathology Management Services, LLC, Diagnostic Reference Services Inc., DPD Holdings, Inc., Enterix Inc., ExamOne World Wide of NJ, Inc., ExamOne World Wide, Inc., FNA Clinics of America, Inc. (f/k/a Unilab Acquisition Corporation), Focus Diagnostics, Inc., Focus Technologies Holding Company, HemoCue, Inc., Kailash B. Sharma, M.D., Inc., LabOne of Ohio, Inc., LabOne, Inc., MetWest Inc., Nichols Institute Diagnostics, Ocmulgee Medical Pathology Association, Inc., O Quinn Medical Pathology Association, LLC, Osborn Group Inc., Pathology Building Partnership, PCA of Denver, Inc., PCA of Nashville, Inc., Peter G. Klacsmann, M.D., Inc., Quest Diagnostics Clinical Laboratories, Inc., Quest Diagnostics Finance Incorporated, Quest Diagnostics Holdings Incorporated, Quest Diagnostics Incorporated (MD), Quest Diagnostics Incorporated (MI), Quest Diagnostics Incorporated (NV), Quest Diagnostics Investments Incorporated, Quest Diagnostics LLC (CT), Quest Diagnostics LLC (IL), Quest Diagnostics LLC (MA), Quest Diagnostics Nichols Institute (f/k/a Quest Diagnostics Incorporated (CA)), Quest Diagnostics Nichols Institute, Inc., Quest Diagnostics of Pennsylvania Inc., Regional Pathology Consultants, LLC, Rocky Mountain Pathology, LLC, Sharon G. Dasplit, M.D., Inc., Shoals Pathology

Associates, Inc., Specialty Laboratories, Inc., Strigen, Inc., Systematic Business Services, Inc., TID Acquisition Corp., Unilab Corporation.

Lien means any pledge, mortgage, lien, encumbrance or other security interest.

Officer's Certificate means a certificate signed by any Officer of Quest Diagnostics or any Subsidiary Guarantor, as the case may be, in his or her capacity as such Officer and delivered to the trustee.

Permitted Acquired Indebtedness means any Acquired Indebtedness that remains outstanding following the expiration of a good faith offer by Quest Diagnostics or the Subsidiary of Quest Diagnostics obligated under such Acquired Indebtedness to acquire such Acquired Indebtedness, including, without limitation, an offer to exchange such Acquired Indebtedness for debt securities of Quest Diagnostics, on terms, which in the opinion of an independent investment banking firm of national reputation and standing, are consistent with market practices in existence at the time for offers of a similar nature; *provided* that the initial expiration date of any such offer shall be not later than the expiration of the 270-day period referred to in the first paragraph of the **Limitation on Subsidiary Indebtedness and Preferred Stock** covenant; *provided further* that the amount of Acquired Indebtedness that shall constitute **Permitted Acquired Indebtedness** shall only be equal to the amount of Acquired Indebtedness that Quest Diagnostics or such Subsidiary has made an offer to acquire in accordance with the foregoing.

Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other similar entity.

Preferred Stock means, with respect to any Person, any and all shares of preferred stock (however designated) issued by such Person, that is entitled to preference or priority over one or more series or classes of capital stock issued by such Person upon any distribution of such Person's property and assets, whether by dividend or on liquidation, whether now outstanding, or issued after the date that the Notes are issued.

Principal Property means any real property and any related buildings, fixtures or other improvements located in the United States owned by Quest Diagnostics or its Subsidiaries (1) on or in which one of its 30 largest domestic clinical laboratories conducts operations, as determined by net revenues for the four most recent fiscal quarters for which financial statements have been filed with the Securities and Exchange Commission, or (2) the net book value of which at the time of the determination exceeds 1% of the Consolidated Total Assets of Quest Diagnostics. As of the date of this prospectus supplement, Quest Diagnostics and its Subsidiaries owned 13 of the 30 largest domestic clinical laboratories operated by Quest Diagnostics and its Subsidiaries. These 13 owned domestic clinical laboratories are **Principal Properties** under the above definition.

Receivables Credit Facility means any receivables-backed financing transaction including the Existing Receivables Credit Facility, in each case as such transaction may be amended or otherwise modified from time to time or refinanced or replaced with respect to all or any portion of the indebtedness under such transaction.

Restricted Subsidiary means any Subsidiary of Quest Diagnostics that owns a **Principal Property**.

Sale and Leaseback Transaction means any arrangement with any person providing for the leasing by Quest Diagnostics or any Restricted Subsidiary of any **Principal Property** that has been or is to be sold or transferred by Quest Diagnostics or any Restricted Subsidiary to such person, as the case may be.

Specified Subsidiaries means AmeriPath Group Holdings, Inc., AmeriPath Holdings, Inc., AmeriPath Intermediate Holdings, Inc. and MedPlus, Inc.

Subsidiary of any Person means (1) a corporation, a majority of the outstanding voting stock of which is, at the time, directly or indirectly, owned by such Person by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries thereof or (2) any other Person (other than a corporation), including, without limitation, a partnership or joint venture, in which such

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Person, one or more Subsidiaries thereof or such Person and one or more Subsidiaries thereof, directly or indirectly, at the date of determination thereof, has at least majority ownership interest entitled to vote in the election of directors, managers or trustees thereof (or other Person performing similar functions).

Subsidiary Guarantors means, at any time, (1) each Initial Subsidiary Guarantor and (2) each existing and future domestic Subsidiary of Quest Diagnostics which is required to guarantee the obligations of Quest Diagnostics under the Notes, *provided* that, in each case, such Initial Subsidiary Guarantor or such other domestic Subsidiary continues to guarantee the Notes at such time.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of the material United States federal income tax consequences and, in the case of a non-United States Holder (as defined below), the material United States federal estate tax consequences, relevant to the purchase, ownership and disposition of the Notes, but does not purport to be a complete analysis of all potential tax effects. The discussion is based upon the Internal Revenue Code of 1986, as amended (the Code), United States Treasury Regulations issued thereunder, Internal Revenue Service (IRS) rulings and pronouncements and judicial decisions now in effect, all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a beneficial owner of the Notes. This discussion does not address all of the United States federal income tax consequences that may be relevant to a beneficial owner of the Notes in light of its particular circumstances or to beneficial owners of the Notes subject to special rules, such as certain financial institutions, U.S. expatriates, insurance companies, dealers in securities or foreign currencies, traders in securities,

United States Holders (as defined below) whose functional currency is not the U.S. dollar, partnerships and other pass through entities and their beneficial owners, tax-exempt organizations and persons holding the notes as part of a straddle, hedge, conversion transaction or other integrated transaction. In addition, this discussion is limited to beneficial owners of the Notes that purchase the Notes for cash in this offering at a price equal to their issue price within the meaning of Section 1273 of the Code. Moreover, the effect of any applicable state, local or foreign tax laws is not discussed. The discussion deals only with Notes held as capital assets within the meaning of Section 1221 of the Code.

As used in this prospectus supplement, United States Holder means a beneficial owner of the Notes that is for United States federal income tax purposes:

a citizen or
resident alien
individual of
the United
States;

a corporation
or other entity
taxable as a
corporation
created or
organized in or
under the laws
of the United
States, any
State thereof
or the District
of Columbia;

an estate the
income of
which is
subject to
United States
federal income
tax regardless
of its source;

or

a trust, if a United States court can exercise primary supervision over the administration of the trust and one or more United States persons can control all substantial trust decisions, or if the trust was in existence on August 20, 1996 and has elected to continue to be treated as a United States person.

A non-United States Holder is a beneficial owner of Notes that is neither a United States Holder nor a partnership or other entity treated as a partnership for United States federal income tax purposes.

If a beneficial owner of the Notes is a partnership or other entity treated as a partnership for United States federal income tax purposes, the tax treatment of the partnership and each partner in such partnership generally will depend on the activities of the partnership and the status of the partner. Partnerships that hold Notes, and partners in such partnerships, should consult their own tax advisors.

Prospective investors should consult their own tax advisors with regard to the application of the tax consequences discussed below to their particular situations as well as the application of any state, local, foreign or other tax laws, including gift and estate tax laws.

United States Holders

Interest

Payments of stated interest on the Notes will be taxable to a United States Holder as ordinary income at the time that such payments are received or accrued, in accordance with such United States Holder's regular method of accounting for United States federal income tax purposes.

Sale or Other Taxable Disposition of the Notes

A United States Holder will recognize gain or loss on the sale, exchange (including, in certain circumstances, a deemed exchange as a result of an assumption by any Person of our obligations under the Notes and the Indenture as described under *Description of Notes Merger, Consolidation or Sale of Assets*), redemption, retirement or other taxable disposition of a Note in an amount equal to the difference between the amount realized upon the disposition (less any portion allocable to any accrued and unpaid interest, which will be taxable as ordinary interest income to the extent not previously included in gross income) and the United States Holder's tax basis in the Note. Such gain or loss generally will be a capital gain or loss, and will be a long-term capital gain or loss if the United States Holder has held the Note for more than one year at the time of the disposition. A United States Holder's tax basis in a Note generally will be the price such holder paid for the Note. Long-term capital gains of individuals generally are eligible for reduced rates of United States federal income tax. The deductibility of capital losses is subject to limitations under the Code.

Backup Withholding

A United States Holder may be subject to backup withholding tax, currently at a 28% rate, when such holder receives interest and principal payments on the Notes, or upon the proceeds received from the sale or other disposition of such Notes. Certain United States Holders (including, among others, corporations and certain tax-exempt organizations) generally are exempt from backup withholding. A non-exempt United States Holder will be subject to this backup withholding tax if such holder:

fails to
furnish its
taxpayer
identification
number
(TIN), which,
for an
individual,
ordinarily is
his or her
social
security
number;

furnishes an
incorrect
TIN;

is notified by
the IRS that
the United
States Holder
has failed to
properly
report
payments of
interest or
dividends; or

fails to certify, under penalties of perjury, that the United States Holder is a United States person, has furnished a correct TIN and that the IRS has not notified the United States Holder that it is subject to backup withholding.

United States Holders should consult their personal tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. The backup withholding tax is not an additional tax and United States Holders may use amounts withheld as a refund or credit against their United States federal income tax liability so long as the requisite information is timely furnished to the IRS.

Non-United States Holders

Interest Payments and Gains from Dispositions

Interest paid to a non-United States Holder generally will not be subject to United States federal income tax, and United States federal withholding tax of 30% (or, if applicable, a lower treaty rate) will not apply, provided:

such holder does not directly or indirectly, actually or constructively, own 10% or more of our voting stock;

such holder is not a controlled foreign corporation that is related to us through sufficient stock ownership and

is not a bank that receives the interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

such interest is not effectively connected with a trade or business conducted by the non-United States Holder within the United States (or, if an income tax treaty applies, is not attributable to a United States permanent establishment maintained by the non-United States Holder); and

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either (1) the non-United States Holder certifies to us or our paying agent, under penalties of perjury, that it is not a

United States person within the meaning of the Code and provides its name and address, or

(2) a securities clearing organization, bank or other financial institution that holds customers securities in the ordinary course of its trade or business and holds the Notes on behalf of the non-United States Holder certifies to us or our paying agent under penalties of perjury that it, or the financial institution between it and the non-United States Holder, has received from the

non-United States Holder a statement, under penalties of perjury, that such non-United States Holder is not a United States person and provides us or our paying agent with a copy of this statement.

If you cannot satisfy the requirements described above, payments of interest made to you will be subject to the 30% United States federal withholding tax, unless you provide us or our paying agent with a properly executed (1) IRS Form W-8BEN (or other applicable form) claiming an exemption from or reduction in withholding under the benefit of an applicable tax treaty or (2) IRS Form W-8ECI (or other applicable form) stating that interest paid on your Note is not subject to withholding tax because it is effectively connected with your conduct of a trade or business in the United States. The certification requirement described above may require a non-United States Holder that provides an IRS form to also provide its TIN. Prospective investors should consult their tax advisors regarding the certification requirements for non-United States Holders.

A non-United States Holder generally will not be subject to United States federal income or withholding tax on gain and any accrued interest recognized on the sale, exchange, redemption, retirement or other disposition of a Note unless (1) such gain is effectively connected with a trade or business conducted by the non-United States Holder within the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment maintained by the non-United States Holder), (2) such holder is an individual who was present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met (in which case, except as otherwise provided by an applicable income tax treaty, such gain, which may be offset by United States source capital losses, generally will be subject to a flat 30% United States federal income tax, even though the holder is not considered a resident alien under the Code) or (3) in the case of accrued interest, such accrued interest does not qualify for the exemption from United States federal income tax and United States federal withholding tax discussed above.

If interest on the Notes or gain from a disposition of the Notes is effectively connected with a non-United States Holder's conduct of a United States trade or business (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment maintained by the non-United States Holder), the non-United States Holder generally will be subject to United States federal income tax on the interest or gain on a net basis in the same manner as United States Holders. For effectively-connected interest, the 30% withholding tax described above will not apply (assuming an appropriate certification is timely provided). A foreign corporation that is a holder of a Note also may be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits for the taxable year, subject to certain adjustments, unless it qualifies for a lower rate under an applicable income tax treaty.

United States Federal Estate Tax

If you are an individual and are not a United States citizen or a resident of the United States (as specially defined for United States federal estate tax purposes) at the time of your death, your Notes generally will not be subject to the

United States federal estate tax, unless, at the time of your death:

you directly or
indirectly,
actually or
constructively,
own 10% or
more of our
voting stock;
or

interest on
your Notes is
effectively
connected with
your conduct
of a United
States trade or
business.

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Backup Withholding and Information Reporting

Backup withholding and information reporting generally will not apply to payments made by us or our paying agents, in their capacities as such, to a non-United States Holder of a Note if the holder has provided the required certification that it is not a United States person as described above, provided that neither we nor our paying agent has actual knowledge that the holder is a United States person. However, we or our paying agent may be required to report to the IRS and to non-United States Holders payments of interest on the Notes and the amount of tax, if any, withheld with respect to those payments. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which such non-United States Holders reside under the provisions of a treaty or agreement.

If a non-United States Holder sells a Note outside the United States through a non-U.S. office of a non-U.S. broker and the sales proceeds are paid to the non-United States Holder outside the United States, then backup withholding and information reporting generally will not apply to that payment. However, information reporting, but not backup withholding, will apply to a payment of sales proceeds, even if that payment is made outside the United States, if a non-United States Holder sells a Note through a non-U.S. office of a broker that is:

a United States person;

a controlled foreign corporation for United States federal income tax purposes;

a foreign person 50% or more of whose gross income is effectively connected with a United States trade or business for a specified three-year period; or

a foreign partnership, if at any time during

its tax year,
one or more
of its
partners are
United
States
persons, as
defined in
Treasury
regulations,
who in the
aggregate
hold more
than 50% of
the income
or capital
interest in
the
partnership
or if, at any
time during
its tax year,
the foreign
partnership
is engaged
in a United
States trade
or business;

unless such broker has documentary evidence in its possession of the non-United States Holder's foreign status and has no knowledge to the contrary, or the non-United States Holder otherwise establishes an exemption.

Payment of the proceeds from a disposition by a non-United States Holder of a Note made to or through the United States office of a broker will be subject to information reporting and backup withholding unless the non-United States Holder certifies that it is not a United States person or otherwise establishes an exemption from information reporting and backup withholding.

Non-United States Holders should consult their own tax advisors regarding application of backup withholding in their particular circumstance and the availability of and procedure for obtaining an exemption from backup withholding under current Treasury Regulations. Any amounts withheld under the backup withholding rules from a payment to a non-United States Holder will be allowed as a refund or a credit against the holder's United States federal income tax liability, provided the required information is timely furnished to the IRS.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated the date of this prospectus supplement, the underwriters named below for whom Morgan Stanley & Co. Incorporated, Banc of America Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as joint book-running managers and representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the principal amount of notes indicated in the table below:

<u>Name</u>	Principal Amount of	
	% Senior Notes due	% Senior Notes due
Morgan Stanley & Co. Incorporated	\$	\$
Banc of America Securities LLC	\$	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$	\$
Total	\$	\$

The underwriters are offering the notes subject to their acceptance of the notes from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the notes offered by this prospectus supplement are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all the notes offered by this prospectus supplement if any such notes are taken.

The underwriters initially propose to offer part of the notes directly to the public at the public offering prices set forth on the cover page of this prospectus supplement and part to certain dealers at a price that represents a concession not in excess of % of the principal amount of the % Senior Notes due and % of the principal amount of the % Senior Notes due . Any such dealers may resell any notes purchased from the underwriters to certain other brokers or dealers at a discount not to exceed % of the principal amount of the % Senior Notes due and % of the principal amount of the % Senior Notes due . After the initial offering of the notes, the offering price and other selling terms may from time to time be varied by the representatives.

The following table shows the per note and total public offering price, underwriting discount, and proceeds before expenses to us.

	% Senior Notes due		% Senior Notes due	
	Per Note	Total	Per Note	Total
Public offering price (1)	%	\$	%	\$
Underwriting discount	%	\$	%	\$

Proceeds, before expenses, to us	%	\$	%	\$
(1) Plus accrued interest from , 2007, if settlement occurs after that date.				

The estimated offering expenses payable by us, exclusive of the underwriting discount, are approximately \$ million.

In order to facilitate the offering of the notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the prices of the notes. Specifically, the underwriters may over-allot in connection with the offering, creating short positions in the notes for their own account. In addition, to cover over-allotments or to stabilize the prices of the notes, the underwriters may bid for, and purchase notes on the open market. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the notes in the offering, if the syndicate repurchases previously distributed notes in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the notes above independent market levels. The underwriters are not required to engage in these activities, and may end any of these activities at any time.

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We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

Prior to the offering, there have been no active markets for the notes. The underwriters have advised us that certain of the underwriters presently intend to make markets in the notes as permitted by applicable laws and regulations. Such underwriters are not obligated, however, to make the markets in the notes and any such market making may be discontinued at any time at the discretion of such underwriters. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the notes.

The prospectus as supplemented by this prospectus supplement in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of notes of each series to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their affiliates have from time to time provided, and expect to provide in the future, investment banking, commercial banking and other financial transactions with us and our affiliates, for which they have received and may continue to receive customary fees and commissions. Affiliates of the underwriters are lenders under our May 2007 term loan and bridge loan facility, for which they receive customary fees, and may receive a portion of amounts to be repaid under our May 2007 bridge credit loan facility from the proceeds of this offering. See Use of Proceeds. Because more than 10% of the net proceeds of this offering may be received by National Association of

Securities Dealers, Inc., or NASD, members participating in the offering or their affiliates or associated persons, this offering will be conducted in accordance with NASD Conduct Rule 2710(h).

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of notes to the public in that Relevant Member State prior to the publication of a prospectus in relation to the notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of notes to the public in that Relevant Member State at any time:

- (a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- (b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than 43,000,000 and (3) an annual net turnover of more than 50,000,000, as shown in its last annual or consolidated accounts; or
- (c) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of notes to the public in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

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United Kingdom

Each underwriter has represented and agreed that it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of the notes in circumstances in which Section 21(1) of such Act does not apply to us and it has complied and will comply with all applicable provisions of such Act with respect to anything done by it in relation to any notes in, from or otherwise involving the United Kingdom.

LEGAL MATTERS

Certain legal matters in connection with the notes offered hereby will be passed upon for us by Leo C. Farrenkopf, Vice President and Assistant General Counsel of Quest Diagnostics, and by Shearman & Sterling LLP, New York, New York. Certain legal matters in connection with the notes offered hereby will be passed upon for the underwriters by Fried, Frank, Harris, Shriver & Jacobson LLP, New York, New York.

EXPERTS

The consolidated statements and management's assessment of the effectiveness of internal control over financial reporting of Quest Diagnostics (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus supplement by reference to Quest Diagnostics' Annual Report on Form 10-K for the year ended December 31, 2006, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of AmeriPath, Inc. incorporated by reference in this prospectus supplement for the year ended December 31, 2006 have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon incorporated by reference herein. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission, or the SEC. You may read and copy any reports, statements or other information we file with the SEC at its public reference rooms at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our filings are also available to the public on the Internet, through a database maintained by the SEC at <http://www.sec.gov>. In addition, you can inspect and copy our reports, proxy statements and other information at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

Our subsidiary guarantors do not file separate financial statements with the SEC and do not independently publish their financial statements. Instead, our subsidiary guarantors' financial condition, results of operations and cash flows are consolidated into our financial statements. Summarized financial information illustrating our subsidiary guarantors' financial condition, results of operations and cash flows, on a combined basis, is disclosed in the notes to our consolidated financial statements which are incorporated by reference into this prospectus supplement, as noted below.

The SEC allows us to incorporate by reference into this document the information we filed with it. This means that we can disclose important business, financial and other information to you by referring you to other documents separately filed with the SEC. All information incorporated by reference is part of this document, unless and until that information is updated and superseded by the information contained in this document or any information incorporated later.

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We incorporate by reference the documents listed below:

1. Our current reports on Form 8-K, filed February 5, 2007, February 16, 2007, April 2, 2007, April

16, 2007, April
19, 2007, May
22, 2007, May
31, 2007, June
6, 2007 and
June 14, 2007;

2. Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2007;
3. Our Annual Report on Form 10-K for the fiscal year ended December 31, 2006;
4. Item 8. Financial Statements and Supplementary Data; Index to Consolidated Financial Statements in the Annual Report on Form 10-K of AmeriPath, Inc., for the fiscal year ended December 31, 2006; and
5. Item 1. Financial Statements in the Quarterly Report on Form 10-Q of AmeriPath, Inc., for the quarter ended March 31, 2007.

Our filings with the SEC, including our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, current reports on Form 8-K and amendments to those reports, are available free of charge on our website as soon as reasonably practicable after they are filed with, or furnished to, the SEC. Our internet website is located at <http://www.questdiagnostics.com>. The contents of the website are not incorporated by reference into this prospectus. You also may request a copy of these filings, at no cost, by writing or telephoning our Investor Relations Department at the following address:

Quest Diagnostics Incorporated
1290 Wall Street West
Lyndhurst, New Jersey 07071
Attention: Investor Relations
(201) 393-5000

We also incorporate by reference all future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 prior to the termination of the offering made hereby.

You should rely only on the information contained or incorporated by reference in this prospectus supplement. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer and sale is not permitted. You should assume that the information appearing in this prospectus supplement and information incorporated by reference into this prospectus supplement is accurate only as of the date of the documents containing the information. Our business, financial condition, cash flows, results of operation and prospects may have changed since that date.

PROSPECTUS

SUBJECT TO COMPLETION, DATED JUNE 19, 2007

QUEST DIAGNOSTICS INCORPORATED

**Debt Securities
Guarantees of Debt Securities**

We may offer and sell, from time to time, in one or more offerings, the debt securities we describe in this prospectus, for sale directly to purchasers or through underwriters, dealers or agents to be designated at a future date.

Our debt securities may be fully and unconditionally guaranteed on an unsecured basis by our subsidiaries.

We will provide the specific terms of these debt securities in supplements or term sheets to this prospectus. **We urge you to read carefully this prospectus, the accompanying prospectus supplements and term sheets, which will describe the specific terms of the securities offered, before you make your investment decision.**

Investing in our debt securities involves risks that are described in the Risk Factors section of our periodic reports filed with the Securities and Exchange Commission or in the applicable prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is June 19, 2007

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ABOUT THIS PROSPECTUS

The information contained in this prospectus is not complete and may be changed. You should rely only on the information provided in or incorporated by reference in this prospectus, any prospectus supplement, any pricing supplement or documents to which we otherwise refer you. We have not authorized anyone else to provide you with different information. We are not making an offer of any securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus, any prospectus supplement or any document incorporated by reference is accurate as of any date other than the date of the document in which such information is contained or such other date referred to in such document, regardless of the time of any sale or issuance of a security.

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission (the SEC) using a shelf registration process. This prospectus provides you with a general description of the securities we may offer. Each time we sell or issue securities, we will provide a prospectus supplement and, if applicable, a pricing supplement, that will contain specific information about the terms of that specific offering of securities and the specific manner in which they may be offered. The prospectus supplement and any applicable pricing supplement may also add to, update or change any of the information contained in this prospectus. The prospectus supplement and any applicable pricing supplement may also contain information about any material U.S. federal income tax considerations relating to the securities described in the prospectus supplement. You should read both this prospectus, the applicable prospectus supplement and any applicable pricing supplement, together with the additional information described under Where You Can Find More Information. You should read the entire prospectus and the applicable prospectus supplement, including the information incorporated by reference, before making an investment decision. As used in this prospectus, the terms Quest Diagnostics, we, us and our refer to Quest Diagnostics Incorporated and its consolidated subsidiaries, unless the context clearly indicates otherwise.

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual document for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under Where You Can Find More Information.

The registration statement that contains this prospectus (including the exhibits to the registration statement) contains additional information about us and the securities offered under this prospectus. That registration statement can be read at the SEC web site (www.sec.gov) or at the SEC offices mentioned under the heading Where You Can Find More Information.

QUEST DIAGNOSTICS INCORPORATED

The Company

We are the nation's leading provider of diagnostic testing, information and services, providing insights that enable physicians and other healthcare professionals to make decisions to improve health. We offer patients and physicians the broadest access to diagnostic laboratory services through our nationwide network of laboratories and our own patient service centers. We provide interpretive consultation through the largest medical and scientific staff in the industry, with approximately 900 M.D.'s and Ph.D.'s around the country. We are the leading provider of esoteric testing, including gene-based testing, the leading provider of anatomic pathology services, including dermatopathology, and the leading provider of testing for drugs of abuse. We are also a leading provider of testing for clinical trials and risk assessment services for the life insurance industry. We empower healthcare organizations and clinicians with state-of-the-art information technology solutions that can improve patient care and medical practice.

During 2006, we generated net revenues of \$6.3 billion and processed approximately 151 million requisitions for testing. Each requisition form accompanies a patient specimen, indicating the tests to

be performed and the party to be billed for the tests. Our customers include patients, physicians, hospitals, employers, governmental institutions and other commercial clinical laboratories. On May 31, 2007, we acquired AmeriPath Group Holdings, Inc., the ultimate parent of AmeriPath, Inc., which generated net revenues of \$752 million during 2006.

We operate a nationwide network of greater than 2,100 of our own patient service centers, principal clinical laboratories located in more than 30 major metropolitan areas throughout the United States and approximately 150 smaller rapid response laboratories (including, in each case, facilities operated at our joint ventures). We provide full esoteric testing services, including gene-based testing, on both coasts through our Quest Diagnostics Nichols Institute laboratory facilities, located in San Juan Capistrano, California and Chantilly, Virginia, and through our Specialty Laboratories facility located in Valencia, California, as well as infectious and immunologic disease testing through our Focus Diagnostics laboratory facility, located in Cypress, California. Our AmeriPath subsidiary operates 40 outpatient anatomic pathology laboratories and provides inpatient anatomic pathology and medical director services for approximately 200 hospitals throughout the country. We also have laboratory facilities in Mexico City, Mexico, San Juan, Puerto Rico and Heston, England.

We are a Delaware corporation. We are the successor to MetPath Inc., a New York corporation that was organized in 1967. From 1982 to 1996, we were a subsidiary of Corning Incorporated, or Corning. On December 31, 1996, Corning distributed all of the outstanding shares of our common stock to the stockholders of Corning. In August 1999, we completed the acquisition of SmithKline Beecham Clinical Laboratories, Inc., or SBCL, which operated the clinical laboratory business of SmithKline Beecham plc, or SmithKline Beecham.

Our principal executive offices are located at 1290 Wall Street West, Lyndhurst, New Jersey 07071, telephone number: (201) 393-5000.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information we file with the SEC at its public reference rooms at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our filings are also available to the public on the Internet, through a database maintained by the SEC at <http://www.sec.gov>. In addition, you can inspect and copy our reports, proxy statements and other information at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

Our subsidiary guarantors do not file separate financial statements with the SEC and do not independently publish their financial statements. Instead, our subsidiary guarantors' financial condition, results of operations and cash flows are consolidated into our financial statements. Summarized financial information illustrating our subsidiary guarantors' financial condition, results of operations and cash flows, on a combined basis, is disclosed in the notes to our consolidated financial statements which are incorporated by reference into this prospectus, as noted below. The summarized financial information does not include the subsidiaries recently acquired in our acquisition of AmeriPath Group Holdings, Inc.

The SEC allows us to incorporate by reference into this document the information we filed with it. This means that we can disclose important business, financial and other information to you by referring you to other documents separately filed with the SEC. All information incorporated by reference is part of this document, unless and until that information is updated and superseded by the information contained in this document or any information incorporated later.

We incorporate by reference the documents listed below:

1. Our current reports on Form 8-K, filed February 5, 2007, February 16, 2007, April 2, 2007, April 16, 2007, April 19, 2007, May 22, 2007, May 31, 2007, June 6, 2007 and June 14, 2007;
2. Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2007;
3. Our Annual Report on Form 10-K for the fiscal year ended December 31, 2006;

4. Item 8.
Financial
Statements and
Supplementary
Data; Index to
Consolidated
Financial
Statements in
the Annual
Report on Form
10-K of
AmeriPath,
Inc., for the
fiscal year
ended
December 31,
2006; and

5. Item 1.
Financial
Statements in
the Quarterly
Report on Form
10-Q of
AmeriPath,
Inc., for the
quarter ended
March 31,
2007.

Our filings with the SEC, including our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, current reports on Form 8-K and amendments to those reports, are available free of charge on our website as soon as reasonably practicable after they are filed with, or furnished to, the SEC. Our internet website is located at <http://www.questdiagnostics.com>. The contents of the website are not incorporated by reference into this prospectus. You also may request a copy of these filings, at no cost, by writing or telephoning our Investor Relations Department at the following address:

Quest Diagnostics Incorporated
1290 Wall Street West
Lyndhurst, New Jersey 07071
Attention: Investor Relations
(201) 393-5000

We also incorporate by reference all future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities and Exchange Act of 1934 prior to the termination of the offering made hereby.

CAUTIONARY STATEMENT FOR PURPOSES OF THE SAFE HARBOR PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Some statements and disclosures in this prospectus, or any accompanying prospectus supplement and the documents incorporated herein or therein by reference are forward-looking statements. Forward-looking statements include all statements that do not relate solely to historical or current facts and can be identified by the use of words such as may, believe, will, expect, project, estimate, anticipate, plan or continue. These forward-looking statements are based on our current plans and expectations and are subject to a number of risks and uncertainties that could significantly cause our plans and expectations, including actual results, to differ materially from the forward-looking statements. The Private Securities Litigation Reform Act of 1995, or the Litigation Reform Act, provides a safe harbor for forward-looking statements to encourage companies to provide prospective information about their companies without fear of litigation.

We would like to take advantage of the safe harbor provisions of the Litigation Reform Act in connection with the forward-looking statements included or incorporated by reference in this document. Investors are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented or incorporated by reference in this document. The following important factors could cause our actual financial results to differ materially from those projected, forecasted or estimated by us in forward-looking statements:

- (a) Heightened competition, including increased pricing pressure, competition from hospitals, and competition from physicians.
- (b) Impact of changes in payer mix, including any shift from fee-for-service to capitated fee arrangements.
- (c) Adverse actions by government or other third-party payers, including unilateral reduction of fee schedules payable to us, competitive bidding, an increase in the practice of negotiating for exclusive arrangements that involve aggressively priced capitated or fee for service payments by healthcare insurers or other payers and threats by third-party payers against physicians and patients that effectively eliminate their choice to use an out-of-network provider under preferred provider organization and similar plans.
- (d) The impact upon our testing volume and collected revenue or general or administrative expenses resulting from our compliance with Medicare and Medicaid administrative policies and requirements of third-party payers. These include:
 - (1) the requirements of Medicare carriers to provide diagnosis codes for many commonly ordered tests and the possibility that third-party payers will increasingly adopt similar requirements;
 - (2) the policy of the Centers for Medicare and Medicaid Services to limit Medicare reimbursement for tests contained in automated chemistry panels to the amount that would have been paid if only the covered tests, determined on the basis of demonstrable medical necessity, had been ordered;
 - (3) continued inconsistent practices among the different local carriers administering Medicare;
 - (4) inability to obtain from patients an advance beneficiary notice form for tests that cannot be billed without prior receipt of the form;
 - (5) the potential need to monitor charges and lower certain fees to Medicare to comply with the Office of the Inspector General's proposed rule pertaining to exclusion of providers for submitting claims to Medicare containing charges that are substantially in excess of the provider's usual charges; and
 - (6) increased challenges in operating as a non-contracted provider with respect to healthcare insurers.

(e) Adverse results from pending or future government investigations, lawsuits or private actions. These include, in particular, significant monetary damages, loss or suspension of

licenses, and/or suspension or exclusion from the Medicare and Medicaid programs and/or criminal penalties.

(f) Failure to efficiently integrate acquired businesses and to manage the costs related to any such integration, or to retain key technical, medical and management personnel.

(g) Inability to obtain professional liability or other insurance coverage or a material increase in premiums for such coverage or reserves for self-insurance.

(h) Denial of certification under the Clinical Laboratory Improvement Amendments of 1988, or CLIA, or denial of other licenses for any of our clinical laboratories under the CLIA standards, revocation or suspension of the right to bill the Medicare and Medicaid programs or other adverse regulatory actions by federal, state and local agencies.

(i) Changes in federal, state or local laws or regulations, including changes that result in new or increased federal or state regulation of commercial clinical laboratories, including regulation by the Food and Drug Administration.

(j) Inability to achieve expected benefits from our acquisitions of other businesses.

(k) Inability to achieve additional benefits from our Six Sigma and standardization initiatives.

(l) Adverse publicity and news coverage about the clinical laboratory industry or us.

(m) Computer or other IT system failures that affect our ability to perform tests, report test results or properly bill customers, including potential failures resulting from the standardization of our IT systems and other system conversions, telecommunications failures, malicious human acts (such as electronic break-ins or computer viruses) or natural disasters.

(n) Development of technologies that substantially alter the practice of laboratory medicine, including technology changes that lead to the development of more cost-effective tests such as (1) point-of-care tests that can be performed by physicians in their offices, (2) esoteric tests that can be performed by hospitals in their own laboratories or (3) home testing that can be carried out without requiring the services of clinical laboratories.

(o) Issuance of patents or other property rights to our competitors or others that could prevent, limit or interfere with our ability to develop, perform or sell our tests or operate our business.

(p) Development of tests by our competitors or others which we may not be able to license, or usage of our technology or similar technologies or our trade secrets by competitors, any of which could negatively affect our competitive position.

(q) Regulatory delay or inability to commercialize newly licensed tests or technologies or to obtain appropriate reimbursements for such tests.

(r) Inability to obtain or maintain adequate patent and other proprietary rights protections of our products and services or to successfully enforce our proprietary rights.

(s) Impact of any national healthcare information network and the adoption of standards for health information technology interoperability that are incompatible with existing software and hardware infrastructure requiring widespread replacement of systems and/or software.

(t) The impact of the privacy regulations, security regulations and standards for electronic transactions regulations issued under the Health Insurance Portability and Accountability Act of 1996 and any applicable state laws or regulations.

- (u) Inability to promptly or properly bill for our services or to obtain appropriate payments for services that we do bill.
- (v) Changes in interest rates and changes in our credit ratings from Standard & Poor's Rating Services and Moody's Investor Services causing an unfavorable impact on our cost of and access to capital.
- (w) Inability to hire and retain qualified personnel or the loss of the services of one or more of our key senior management personnel.
- (x) Terrorist and other criminal activities, hurricanes, earthquakes or other natural disasters, which could affect our customers, transportation or systems, or our facilities, and for which insurance may not adequately reimburse us.

USE OF PROCEEDS

Except as may be described otherwise in a prospectus supplement or pricing supplement, we will add the net proceeds from the sale of the securities under this prospectus to our general funds and will use them for general corporate purposes, which may include, among other things, funding acquisitions or reducing or refinancing indebtedness.

RATIO OF EARNINGS TO FIXED CHARGES

Set forth below is information concerning the historical ratio of earnings to fixed charges for Quest Diagnostics. This ratio shows the extent to which our business generates enough earnings after the payment of all expenses other than interest to make required interest payments on our debt.

For this purpose, earnings consist of pretax income from continuing operations plus fixed charges. Fixed charges consist of interest expense and one-third of rental expense, representing that portion of rental expense we deemed representative of an appropriate interest factor.

	Three Months Ended March 31,		Year Ended December 31,			
	2007	2006	2005	2004	2003	2002
Ratio of earnings to fixed charges	5.4x	8.2x	9.9x	9.2x	8.4x	7.2x
		4				

SECURITIES WE MAY ISSUE

Overview

This prospectus is part of a registration statement that we filed with the SEC utilizing a shelf registration process. Under this shelf process, we may sell our senior debt securities, or guarantees of our debt securities, in one or more offerings.

The terms of the securities will be determined at the time of offering.

We will refer to the debt securities and the guarantees of the debt securities or any combination of those securities, proposed to be sold under this prospectus and the applicable prospectus supplement or pricing supplement as the securities.

Because we are a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933, as amended, we may add to and offer additional securities including secondary securities and guarantees of securities by filing a prospectus supplement or term sheet with the SEC at the time of the offer.

Prospectus Supplement or Pricing Supplement

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement or pricing supplement that will contain specific information about the terms of that offering. The prospectus supplement or pricing supplement may also add to or change information contained in this prospectus. If so, the prospectus supplement or pricing supplement should be read as superseding this prospectus. You should read both this prospectus and any prospectus supplement or pricing supplement together with additional information described under the heading **Where You Can Find More Information**.

The prospectus supplement or pricing supplement to be provided with this prospectus will describe the terms of any securities that we offer and any initial offering price to the public in that offering, the purchase price and net proceeds that we will receive and the other specific terms related to our offering of the securities. For more details on the terms of the securities, you should read the exhibits filed with or incorporated by reference in our registration statement, of which this prospectus is a part.

**DESCRIPTION OF SENIOR DEBT SECURITIES
AND GUARANTEES OF SENIOR DEBT SECURITIES**

We may issue senior debt securities from time to time in one or more distinct series. We may also issue guarantees of our senior debt securities from time to time.

As required by U.S. federal law for all bonds and notes of companies that are publicly offered, the senior debt securities will be governed by a document called an indenture. An indenture is a contract between us and a financial institution, in this case, The Bank of New York, acting as trustee on your behalf, or other trustee we may select. The indenture will be subject to and governed by the Trust Indenture Act of 1939.

We have filed the indenture as an exhibit to our Securities Act filings and Exchange Act reports that we have filed with the SEC. See [Where You Can Find More Information](#) for information on how to obtain a copy of the indenture.

The senior debt securities will be issued under an indenture dated as of June 27, 2001 as supplemented by a first supplemental indenture, dated as of June 27, 2001, each among Quest Diagnostics, as issuer, the Initial Subsidiary Guarantors, as guarantors, and The Bank of New York, as trustee, as further supplemented by a second supplemental indenture, dated as of November 26, 2001, among Quest Diagnostics, the Subsidiary Guarantors and The Bank of New York, as further supplemented by a third supplemental indenture, dated as of April 4, 2002, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by a fourth supplemental indenture, dated as of March 19, 2003, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by a fifth supplemental indenture, dated as of April 16, 2004, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by a sixth supplemental indenture, dated as of October 31, 2005, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York, as further supplemented by a seventh supplemental indenture, dated as of November 21, 2005, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York and as further supplemented by an eighth supplemental indenture, dated as of July 31, 2006, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York and as further supplemented by the ninth supplemental indenture dated September 30, 2006, among Quest Diagnostics, the additional Subsidiary Guarantors and The Bank of New York (collectively, the Indenture). The Indenture for the senior debt securities may also be modified by future supplemental indentures. The terms of the senior debt securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939. A copy of the Indenture is available for inspection at the office of the trustee.

PLAN OF DISTRIBUTION

We may sell the securities to or through agents or underwriters or directly to one or more purchasers.

By Agents

We may use agents to sell the securities. The agents will agree to use their reasonable best efforts to solicit purchases of the period of their appointment.

By Underwriters

We may sell the securities to underwriters. The underwriters may resell the securities in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The obligations of the underwriters to purchase the securities will be subject to certain conditions. Each underwriter will be obligated to purchase all the securities allocated to it under the underwriting agreement. The underwriters may change any initial public offering price and any discounts or concessions they give to dealers.

Direct Sales

We may sell securities directly to investors. In this case, no underwriters or agents would be involved.

As one of the means of direct issuance of securities, we may utilize the services of any available electronic auction system to conduct an electronic dutch auction of the offered securities among potential purchasers who are eligible to participate in the auction of those offered securities, if so described in the prospectus supplement or pricing supplement.

General Information

Any underwriters or agents will be identified and their compensation described in a prospectus supplement or pricing supplement.

We may have agreements with the underwriters, dealers and agents to indemnify them against certain civil liabilities, including liabilities under the Securities Act or to contribute to payments they may be required to make.

Underwriters, dealers and agents may engage in transactions with, or perform services for, us or our subsidiaries in the ordinary course of their business.

VALIDITY OF THE SECURITIES

The validity of any securities issued hereunder will be passed upon for our company by Shearman & Sterling LLP, New York, New York.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting of Quest Diagnostics (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to Quest Diagnostics' Annual Report on Form 10-K for the year ended December 31, 2006, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of AmeriPath, Inc. incorporated by reference in this prospectus and registration statement for the year ended December 31, 2006 have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon incorporated by reference herein. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

\$800,000,000

% Senior Notes due
% Senior Notes due

PROSPECTUS SUPPLEMENT
June , 2007

**MORGAN
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OF AMERICA
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