UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported)**: March 7, 2019**

Quest Diagnostics Incorporated
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or other jurisdiction of incorporation)

001-12215	**16-1387862**
(Commission File Number)	(I.R.S. Employer Identification No.)
500 Plaza Drive	
Secaucus, NJ	**07094**
(Address of principal executive offices)	(Zip Code)

(973) 520-2700
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

On March 12, 2019, Quest Diagnostics Incorporated (the "Company") issued $500,000,000 aggregate principal amount of 4.200% Senior Notes due 2029 (the "Notes").

The Company will pay interest on the Notes on June 30 and December 30 of each year, beginning on June 30, 2019.

The Notes will mature on June 30, 2029. The Notes will be the senior unsecured obligations of the Company and will rank equally with the Company's other and future senior unsecured obligations. The Notes will not be entitled to the benefit of any sinking fund.

The Notes were issued pursuant to an indenture dated as of June 27, 2001 among the Company, the guarantors (as defined therein) and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented from time to time, and as further supplemented by a nineteenth supplemental indenture dated as of March 12, 2019 between the Company and the Trustee (collectively, the "Indenture"). The Indenture contains covenants that, among other things, will limit the ability of the Company and any subsidiary guarantors to create certain liens; enter into certain sale and leaseback transactions; consolidate, merge or transfer all or substantially all of the Company's assets and the assets of the Company's subsidiaries on a consolidated basis; incur indebtedness of non-guarantor subsidiaries; and make restricted payments to certain non-guarantor subsidiaries. The Indenture provides for customary events of default. Upon a change of control triggering event (as defined in the Indenture), the Company 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, but excluding, the date of repurchase.

The foregoing description of the Indenture does not purport to be complete and is qualified in its entirety by reference to the text of the applicable agreements, each of which is included as an exhibit to this Current Report on Form 8-K and incorporated by reference herein.

A copy of the opinion of Shearman & Sterling LLP, counsel to the Company, relating to the legality of the Notes is filed as Exhibit 5.1 to this Report.

Item 8.01 Other Events

On March 7, 2019, the Company issued a press release announcing the pricing of a public offering of $500 million aggregate principal amount of its 4.200% senior notes due 2029 under the Company's shelf registration statement. A copy of the press release, dated March 7, 2019, is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference into this Current Report on Form 8-K.

In connection with the offering of the Notes, on March 7, 2019, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Goldman Sachs & Co. LLC, Mizuho Securities USA LLC and Morgan Stanley & Co. LLC on behalf of themselves and the other underwriters named therein. The Underwriting Agreement is attached to this Current Report on Form 8-K as Exhibit 1.1 and is incorporated by reference into this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

Exhibit	Description
1.1*	Underwriting Agreement, dated March 7, 2019
4.1	Indenture dated as of June 27, 2001, among the Company, the Subsidiary Guarantors and the Trustee (filed as an Exhibit to the Company's current report on Form 8-K (Date of Report: June 27, 2001) and incorporated herein by reference)
4.2*	Nineteenth Supplemental Indenture, dated as of March 12, 2019, between the Company and the Trustee
4.3*	Form of the Company's 4.200% Senior Note due 2029 (incorporated by reference from Exhibit A to Exhibit 4.2 hereof)
5.1*	Opinion of Shearman & Sterling LLP, counsel to the Company
23.1*	Consent of Shearman & Sterling LLP (included in Exhibit 5.1)
99.1*	Press Release issued by the Company, dated March 7, 2019, announcing pricing of notes

* Filed herewith.

Signature

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

March 12, 2019

QUEST DIAGNOSTICS INCORPORATED

By /s/ William J. O'Shaughnessy, Jr.
William J. O'Shaughnessy, Jr.
Deputy General Counsel and Secretary

EXECUTION COPY

QUEST DIAGNOSTICS INCORPORATED
(a Delaware corporation)

$500,000,000 4.200% Senior Notes due 2029

UNDERWRITING AGREEMENT

Dated: March 7, 2019

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QUEST DIAGNOSTICS INCORPORATED
(a Delaware corporation)

$500,000,000 4.200% Senior Notes due 2029

UNDERWRITING AGREEMENT

March 7, 2019

GOLDMAN SACHS & CO. LLC
MIZUHO SECURITIES USA LLC
MORGAN STANLEY & CO. LLC

c/o GOLDMAN SACHS & CO. LLC
200 West Street
New York, NY 10282

c/o MIZUHO SECURITIES USA LLC
320 Park Avenue, 12th Floor
New York, NY 10022

c/o MORGAN STANLEY & CO. LLC
1585 Broadway, 29th Floor
New York, NY 10036

Ladies and Gentlemen:

Quest Diagnostics Incorporated, a Delaware corporation (the "Company") confirms its agreement with Goldman Sachs & Co. LLC ("Goldman Sachs"), Mizuho Securities USA LLC ("Mizuho"), Morgan Stanley & Co. LLC ("Morgan Stanley"), J.P. Morgan Securities LLC and Wells Fargo Securities, LLC (collectively the "Joint Book-Running Managers") and each of the other underwriters named in Schedule A hereto (collectively, the "Underwriters," which term shall also include any underwriter substituted as hereinafter provided in Section 11 hereof), for whom Goldman Sachs, Mizuho and Morgan Stanley are acting as representatives (in such capacity, the "Representatives"), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in said Schedule A of $500,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2029 (the "Notes"). The Notes are to be issued pursuant to an indenture dated as of June 27, 2001 (the "Base Indenture") among the Company, the Subsidiary Guarantors party thereto, as guarantors, and The Bank of New York Mellon Trust Company, N.A., as successor trustee to The Bank of New York (the "Trustee"), as supplemented by a first supplemental indenture, dated as of June 27, 2001, among the Company, as issuer, the Initial Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a second supplemental indenture, dated as of November 26, 2001, among the Company, the Subsidiary Guarantors party thereto and the Trustee,

as further supplemented by a third supplemental indenture, dated as of April 4, 2002, among the Company, the additional Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a fourth supplemental indenture, dated as of March 19, 2003, among the Company, the additional Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a fifth supplemental indenture, dated as of April 16, 2004, among the Company, the additional Subsidiary Guarantor party thereto and the Trustee, as further supplemented by a sixth supplemental indenture, dated as of October 31, 2005, among the Company, the Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a seventh supplemental indenture, dated as of November 31, 2005, among the Company, the Subsidiary Guarantors party thereto and the Trustee, as further supplemented by an eighth supplemental indenture, dated as of July 31, 2006, among the Company, the Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a ninth supplemental indenture, dated as of September 30, 2006, among the Company, the Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a tenth supplemental indenture, dated as of June 22, 2007, among the Company, the Subsidiary Guarantors party thereto and the Trustee, as further supplemented by an eleventh supplemental indenture, dated as of June 22, 2007, among the Company, the additional Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a twelfth supplemental indenture, dated as of June 25, 2007, among the Company, the additional Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a thirteenth supplemental indenture, dated as of November 17, 2009, among the Company, the Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a fourteenth supplemental indenture, dated as of March 24, 2011, among the Company, the additional Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a fifteenth supplemental indenture, dated as of November 30, 2011, among the Company, the additional Subsidiary Guarantors party thereto and the Trustee, as further supplemented by a sixteenth supplemental indenture dated as of March 17, 2014, between the Company and the Trustee, as further supplemented by a seventeenth supplemental indenture, dated as of March 10, 2015, between the Company and the Trustee, as further supplemented by an eighteenth supplemental indenture dated as of May 23, 2016, between the Company and the Trustee, and as to be further supplemented by a nineteenth supplemental indenture to be dated March 12, 2019, between the Company and the Trustee (the "Nineteenth Supplemental Indenture"); the Base Indenture together with all such supplements, the "Indenture". The Notes will be issued only in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the "Depositary") pursuant to a letter of representations, dated October 27, 2005 (the "DTC Agreement"), between the Company and the Depositary.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement, including a prospectus, (the file number of which is 333-211336) on Form S-3, relating to securities (the "Shelf Securities"), including the Notes, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the "1933 Act"), is hereinafter referred to as the "Registration Statement", and the related prospectus covering the Shelf Securities dated May 13, 2016 is hereinafter referred to as the "Basic Prospectus". The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Notes in the form first used to confirm sales of the Notes (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the 1933 Act) is hereinafter referred to as the "Prospectus", and the term "preliminary prospectus" means any preliminary form of the Prospectus. For purposes of this Agreement, "free writing prospectus" has the meaning set forth in Rule 405 under the 1933 Act and "Time of Sale Prospectus" means the preliminary prospectus identified in Schedule B hereto together with the free writing prospectuses, if any, each identified in Schedule B hereto. As used herein, the terms "Registration Statement", "Basic Prospectus", "preliminary prospectus", "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein. The terms "supplement", "amendment" and "amend" as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), that are deemed to be incorporated by reference therein.

All references in this Agreement to financial statements and schedules and other information which is "contained", "included", "stated", "described" or "disclosed" in the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are incorporated by reference in the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus, as the case may be.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company*. The Company represents and warrants to each Underwriter as of the date hereof and as of the Closing Time referred to in Section 2(c) hereof (unless otherwise specified), and agrees with each Underwriter, as follows:

(i) The Registration Statement has become effective, no stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for such purpose are pending before or threatened by the Commission. The Company is a well-known seasoned issuer (as defined in Rule 405 under the 1933 Act), eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(ii) (A) The Registration Statement, when it became effective, did not contain, and as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (B) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (C) the Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the 1933 Act and the applicable rules and regulations of the Commission thereunder, (D) the Time of Sale Prospectus does not, and at the time of each sale of the Notes in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Time, the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (E) each electronic road show related to the offering of the Notes, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (F) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement, the Time of Sale Prospectus or the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representatives expressly for use therein.

(iii) Incorporated Documents. The documents incorporated or deemed to be incorporated by reference in the Time of Sale Prospectus or the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), and, when read together with the other information in the Time of Sale Prospectus or the Prospectus at its date and at the Closing Time, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iv) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the 1933 Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the 1933 Act has been, or will be, filed with the Commission in accordance with the requirements of the 1933 Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the 1933 Act or that was prepared by or behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the 1933 Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule B hereto, and electronic road shows each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus. Any issuer free writing prospectus as defined in Rule 433(h) under the 1933 Act, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Notes, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

(v) Independent Accountants. PricewaterhouseCoopers LLP, which audited the annual financial statements incorporated by reference in the Time of Sale Prospectus and the Prospectus, are independent registered public accountants with respect to the Company, in any case, as required by the 1933 Act, the rules and regulations of the Commission under the 1933 Act, the 1934 Act and the 1934 Act Regulations.

(vi) Financial Statements. The financial statements of the Company included or incorporated by reference in the Time of Sale Prospectus and the Prospectus, together with the related schedule and notes, present fairly (A) the financial position of the Company and its Subsidiaries (as defined below) on a consolidated basis at the dates indicated and (B) the statements of operations, stockholders' equity and cash flows of the Company and its Subsidiaries on a consolidated basis for the periods specified. Such financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules relating to the Company, if any, included in the Time of Sale Prospectus and the Prospectus present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information of the Company included in the Time of Sale Prospectus and the Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited or unaudited financial statements of the Company, as applicable, included in the Time of Sale Prospectus and the Prospectus. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly present the information called for in all material respects and have been prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto. There are no historical or pro forma financial statements of the Company or any of its Subsidiaries or any acquired entities which are required by the 1933 Act to be disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus which are not so disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(vii) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Time of Sale Prospectus, except as otherwise stated therein or contemplated thereby, (A) there has been no material adverse change in the business, financial condition, operations, cash flow or business prospects of the Company and its Subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), and (B) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those described or contemplated by the Time of Sale Prospectus or in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise.

(viii) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Time of Sale Prospectus and the Prospectus and to enter into and perform its obligations under this Agreement, the Indenture and the Notes; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(ix) Good Standing of Subsidiaries. Each subsidiary of the Company (each a "Subsidiary" and collectively the "Subsidiaries") has been duly organized and is validly existing as a corporation, partnership or limited liability company, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or existence, has corporate or partnership power and authority to own, lease and operate its properties and to conduct its business as described in the Time of Sale Prospectus and the Prospectus and is duly qualified as a foreign corporation or partnership to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. Except as otherwise disclosed in the Time of Sale Prospectus and the Prospectus, all of the outstanding capital stock or partnership interests of each Subsidiary have been duly authorized and validly issued or created, are fully paid and non-assessable and except as described in Schedule D are owned by the Company, directly or through the Subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; none of the outstanding shares of capital stock or partnership interests of the Subsidiaries was issued in violation of any preemptive or similar rights arising by operation of law, or under the charter, by-laws or other charter documents of any Subsidiary or under any agreement to which the Company or any Subsidiary is a party. All of the Subsidiaries of the Company are listed on Schedule D attached hereto.

(x) Authorization of this Agreement. This Agreement has been duly authorized, executed and delivered by, and will be a valid and binding agreement of, the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(xi) Qualification, Authorization and Description of the Indenture. The Indenture has been duly qualified under the Trust Indenture of 1939, as amended. The Base Indenture and each supplemental indenture thereto have all been duly authorized, executed and delivered by the Company (and each of the Subsidiaries party thereto, as applicable) and constitute valid and binding agreements of the Company (and each of the Subsidiaries party thereto, as applicable), enforceable against the Company (and each of the Subsidiaries party thereto, as applicable) in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). The Nineteenth Supplemental Indenture has been duly authorized by the Company and, when duly executed and delivered by the Company, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(xii) Authorization of the Notes. The Notes to be purchased by the Underwriters from the Company have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and, at the Closing Time, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture.

(xiii) Description of the Notes and the Indenture. The description of the Notes and the Indenture set forth in the Time of Sale Prospectus and the Prospectus are correct and complete in all material respects.

(xiv) Non-Guarantor Subsidiaries. Except as otherwise disclosed in the Time of Sale Prospectus and the Prospectus, no Subsidiary (A) is a guarantor of any Indebtedness (as defined in the Indenture) of the Company that, when taken together with any other outstanding Indebtedness of the Company that is guaranteed by its Subsidiaries that are not Subsidiary Guarantors (as defined in the Indenture), exceeds $50 million in the aggregate at any time, or (B) has incurred any Indebtedness that is not permitted pursuant to Section 1011 of the Indenture.

(xv) Absence of Defaults and Conflicts. Neither the Company nor any of the Subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which any of them may be bound, or to which any of the property or assets of the Company or any of the Subsidiaries is subject (collectively, "Agreements and Instruments") or has violated or is in violation of any of the laws, rules and regulations administered by the United States Centers for Medicare and Medicaid Services ("CMS"), the United States Food and Drug Administration (the "FDA"), the Substance Abuse and Mental Health Services Administration (the "SAMHSA") and by the Drug Enforcement Administration (the "DEA"), or any other applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Subsidiaries or any of their assets or properties, except in each case for such defaults or violations that have been disclosed or that would not singly or in the aggregate result in a Material Adverse Effect.

The execution, delivery and performance of this Agreement, the Indenture, the Notes and any other agreement or instrument entered into or issued or to be entered into or issued by the Company in connection with the consummation of the transactions contemplated by this Agreement herein and in the Time of Sale Prospectus and the Prospectus (including the issuance and sale of the Notes, the use of the proceeds from the sale of the Notes as described in the Time of Sale Prospectus and the Prospectus under the caption "Use of Proceeds") and compliance by the Company with its obligations under this Agreement, the Indenture and the Notes have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of the Subsidiaries pursuant to, the Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that, singly or in the aggregate, would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any of the Subsidiaries or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Subsidiaries or any of their assets, properties or operations.

(xvi) Absence of Labor Disputes. No labor dispute with the employees of the Company or any of the Subsidiaries exists or, to the knowledge of the Company, is imminent, which may reasonably be expected to result in a Material Adverse Effect.

(xvii) Absence of Proceedings. Except as disclosed in the Time of Sale Prospectus and the Prospectus or in the documents incorporated by reference thereto, there is not pending or, to the knowledge of the Company, threatened any action, suit, proceeding, inquiry or investigation, to which the Company or any Subsidiary is a party, or to which the property of the Company or any Subsidiary is subject, before or brought by any domestic or foreign court or governmental agency or body, affecting (A) the possession by any of them of any Governmental Authorization (as defined herein) currently held by any them, (B) the accreditation of any of their respective laboratories with the College of American Pathologists ("CAP"), (C) any of their qualification to perform services for and receive reimbursement from, Medicaid, Medicare or TRICARE (D) any of their ability to conduct their clinical testing business in any state or (E) any of them in any other way, which in the case of any of the foregoing, might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the properties or assets of the Company and the Subsidiaries considered as one enterprise or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder or under the Indenture or the Notes. The aggregate of all pending legal or governmental proceedings to which the Company or any Subsidiary thereof is a party or of which any of their respective property or assets is the subject which are not described in the Time of Sale Prospectus and the Prospectus or in the documents incorporated by reference thereto, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect. All of the descriptions set forth in the Time of Sale Prospectus and the Prospectus or in the documents incorporated by reference thereto, of the legal and governmental proceedings by or before any court, governmental agency or body are true and accurate in all material respects.

(xviii) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Time of Sale Prospectus and the Prospectus or the documents incorporated by reference therein or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(xix) Possession of Intellectual Property. The Company and the Subsidiaries own, possess or license, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of the Subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property (including Intellectual Property which is licensed) or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of the Subsidiaries therein, and which infringement or conflict or invalidity or inadequacy, singly or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

(xx) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required (i) for the performance by the Company of its obligations hereunder, (ii) in connection with the offering, issuance or sale of the Notes under this Agreement or the consummation of the transactions contemplated by this Agreement or (iii) for the due execution, delivery or performance by the Company of this Agreement, the Indenture, the Notes or any other agreement or instrument entered into or issued or to be entered into or issued by the Company or any of the Subsidiaries in connection with the consummation of the transactions contemplated herein and in the Time of Sale Prospectus and the Prospectus (including the issuance and sale of the Notes and the use of proceeds from the sale of the Notes as described in the Time of Sale Prospectus and the Prospectus under the caption "Use of Proceeds"), except such as have been already obtained or as may be required under state securities laws and except such where the failure to obtain would not result in a Material Adverse Effect.

(xxi) Possession of Licenses, Provider Agreements and Permits. The Company and the Subsidiaries possess all governmental permits, licenses, provider numbers and agreements, approvals, consents, certificates and other authorizations required (i) under the Medicare, Medicaid and TRICARE programs, (ii) under the Clinical Laboratories Improvement Act of 1967, as amended (the "CLIA"), (iii) by the SAMHSA and (iv) as otherwise necessary to conduct the business now operated by them respectively, issued by CMS, the FDA, the SAMHSA and each other appropriate federal, state, local or foreign regulatory agencies or bodies including, but not limited to, any foreign regulatory authorities performing functions similar to their respective functions ("Governmental Authorizations") except where failure to obtain such Governmental Authorizations would not, singly or in the aggregate, result in a Material Adverse Effect; the Company and the Subsidiaries are in compliance with the terms and conditions of all such Governmental Authorizations and with the rules and regulations of the regulatory authorities and governing bodies having jurisdiction with respect thereto, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Authorizations are valid and in full force and effect, except when the invalidity of such Governmental Authorizations or the failure of such Governmental Authorizations to be in full force and effect would not have a Material Adverse Effect; and, except as disclosed in the Time of Sale Prospectus and the Prospectus or in the documents incorporated by reference thereto, neither the Company nor any of the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Authorizations, nor are there, to the knowledge of the Company, any pending or threatened actions, suits, claims or proceedings against the Company or any Subsidiary before any court, governmental agency or body including, but not limited to, CMS, the FDA and the SAMHSA or otherwise that would reasonably be expected to limit, revoke, cancel, suspend or cause not to be renewed any Governmental Authorizations, in each case, which, singly or in the aggregate, would result in a Material Adverse Effect.

(xxii) Licensing and Accreditation of Laboratories. All of the regional laboratories of the Company and the Subsidiaries are eligible for accreditation by CAP and are so accredited, and all of the laboratories of the Company and the Subsidiaries are in compliance, in all material respects, with the standards required by CLIA.

(xxiii) Title to Property. The Company and the Subsidiaries have valid title to all real property owned by the Company and the Subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Time of Sale Prospectus and the Prospectus and reflected in the financial statements included therein or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of the Subsidiaries; and all of the leases and subleases material to the business of the Company and the Subsidiaries, considered as one enterprise, and under which the Company or any of the Subsidiaries holds properties described in the Time of Sale Prospectus and the Prospectus, are in full force and effect. Except as described in the Time of Sale Prospectus and the Prospectus, neither the Company nor any of the Subsidiaries has any notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or any of the Subsidiaries under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or any Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease, which, singly or in the aggregate, would result in a Material Adverse Effect.

(xxiv) Insurance. The Company and the Subsidiaries carry or are entitled to the benefits of insurance, including, without limitation, professional liability insurance, with financially sound and reputable insurers, in such amounts, containing such deductibles and covering such risks as is reasonable and prudent in the view of the Company.

(xxv) Environmental Laws. Except for such matters as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of the Subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, medical specimens, petroleum or petroleum products or nuclear or radioactive material (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and the Subsidiaries have all permits, licenses, authorizations and approvals currently required for their respective businesses under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of the Subsidiaries and (D) there are no events, facts or circumstances that might reasonably be expected to form the basis of any liability or obligation of the Company or any of the Subsidiaries, including, without limitation, any order, decree, plan or agreement requiring clean-up or remediation, or any action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of the Subsidiaries relating to any Hazardous Materials or Environmental Laws.

(xxvi) Registration Rights. Except as disclosed in the Time of Sale Prospectus and the Prospectus or the documents incorporated by reference therein, there are no holders of securities (debt or equity) of the Company, or holders of rights (including, without limitation, preemptive rights), warrants or options to obtain securities of the Company, who have the right to request the Company to register securities held by them under the 1933 Act.

(xxvii) Compliance with Sarbanes-Oxley. There is not and, since the end of the period covered by the annual financial statements incorporated by reference in the Time of Sale Prospectus and the Prospectus, there has not been any failure on the part of the Company and its Subsidiaries and their respective officers and directors to comply with the applicable provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act", which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(xxviii) Accounting Controls. The Company and its consolidated Subsidiaries maintain a system of internal accounting controls that is in compliance with the Sarbanes-Oxley Act and is sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xxix) Investment Company Act. The Company is not, and will not be as a result of the sale of the Notes pursuant to this Agreement, an investment company within the meaning of the Investment Company Act of 1940, as amended.

(xxx) Reporting Company. The Company is subject to the reporting requirements of Section 13 or Section 15(d) of the 1934 Act.

(xxxi) Related Party Transactions. All transactions required to be disclosed under Item 404 of Regulation S-K under the 1933 Act have been disclosed in the Time of Sale Prospectus and the Prospectus or the Company's filings with the Commission under the 1934 Act.

(xxxii) No Unlawful Payments. Neither the Company nor any of its Subsidiaries nor any director, officer, or employee of the Company or any of its Subsidiaries nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) materially violated or is in material violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its Subsidiaries have instituted, and maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(xxxiii) Compliance with Money Laundering Laws. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Money Laundering Laws"). No action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xxxiv) No Conflict with OFAC Laws or Other Sanctions. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"); and the Company will not knowingly directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds, to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any Sanctions.

(b) *Officer's Certificates*. Any certificate signed by any officer of the Company or any of its Subsidiaries, as the case may be, delivered to the Representatives or to counsel for the Underwriters shall be deemed a representation and warranty by the Company or any of the Subsidiaries to each Underwriter as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) *Notes*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company, at the price set forth in Schedule C-1, the aggregate principal amount of Notes set forth in Schedule A opposite the name of such Underwriter, plus any additional principal amount of Notes which such Underwriter may become obligated to purchase pursuant to the provisions of Section 11 hereof.

(b) *Public Offering*. The Company is advised by you that the Underwriters propose to make a public offering of their respective portions of the Notes as soon after this Agreement has become effective as in your judgment is advisable. The Company is further advised by you that the Notes are to be offered to the public upon the terms set forth in the Prospectus.

(c) *Payment*. Payment of the purchase price for, and delivery of certificates for, the Notes shall be made at the offices of Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, or at such other place as shall be agreed upon by the Representatives and the Company at 9:00 A.M. (New York Time) on March 12, 2019 (unless postponed in accordance with the provisions of Section 11), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company (such time and date of payment and delivery being herein called the "Closing Time").

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company against delivery to the Representatives for the respective accounts of the Underwriters of certificates for the Notes to be purchased by them. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Notes which it has agreed to purchase. Goldman Sachs, Mizuho and Morgan Stanley, individually and not as representatives of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Notes to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

(d) *Denominations; Registration*. Certificates for the Notes shall be in such denominations and registered in the name of Cede & Co., as nominee of the Depositary, pursuant to the DTC Agreement. The certificates for the Notes will be made available for examination by the Representatives in The City of New York not later than 9:00 A.M. (New York Time) on the business day prior to the Closing Time.

SECTION 3. Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) *Delivery of Registration Statement, Time of Sale Prospectus and Prospectus*. The Company, as promptly as possible, will deliver to each Underwriter, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference) and will deliver to each Underwriter during the period mentioned in Section 3(e) or 3(f) below, as many copies of the Time of Sale Prospectus, the Prospectus and any amendments and supplements thereto and any documents incorporated therein by reference as such Underwriter may reasonably request.

(b) *Amendments and Supplements*. The Company will, before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, furnish to you a copy of each such proposed amendment or supplement and not file any such proposed amendment or supplement to which you reasonably object and file with the Commission within the applicable period specified in Rule 424(b) under the 1933 Act any prospectus required to be filed pursuant to such Rule.

(c) *Free Writing Prospectus*. The Company will furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not use or refer to any proposed free writing prospectus to which you reasonably object.

(d) *Free Writing Prospectus (Underwriter)*. The Company will not take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the 1933 Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) *Amend or Supplement Time of Sale Prospectus*. If the Time of Sale Prospectus is being used to solicit offers to buy the Notes at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters or counsel to the Company, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, the Company will forthwith prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) *Amend or Supplement Prospectus*. If, during such period after the first date of the public offering of the Notes, in the opinion of counsel for the Underwriters or counsel to the Company, the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the 1933 Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the 1933 Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters or counsel to the Company, it is necessary to amend or supplement the Prospectus to comply with applicable law, the Company will forthwith prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Notes may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the 1933 Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) *Blue Sky Qualifications*. The Company will use its reasonable best efforts, in cooperation with the Underwriters, to qualify the Notes for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representatives may designate and to maintain such qualifications in effect as long as required for the sale of the Notes; *provided*, *however*, that (i) the Company shall in no event be required to continue in effect any such qualification for a period of more than 180 days after the Closing Time, (ii) the Company will not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction in which they are not so qualified and (iii) the Company will not be required to subject itself to taxation (other than any nominal amount) in any jurisdiction if not otherwise so subject.

(h) *Rule 158*. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to their securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(i) *Use of Proceeds*. The Company will use the net proceeds received by them from the sale of the Notes in the manner specified in the Time of Sale Prospectus and the Prospectus under "Use of Proceeds".

(j) *Restriction on Sale of Notes*. Except as otherwise contemplated in the Time of Sale Prospectus and the Prospectus, during the period commencing on the date hereof and ending at the Closing Time, the Company will not, without the prior written consent of the Underwriters, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any debt securities or guarantees of debt securities of the Company or any securities convertible into or exercisable or exchangeable for any debt securities or guarantees of debt securities of the Company or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any debt securities or guarantees of debt securities of the Company, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of any debt securities or guarantees of debt securities of the Company or such other securities, in cash or otherwise. The foregoing sentence shall not apply to the Notes to be sold hereunder.

(k) *Final Term Sheet*. The Company will prepare a final term sheet relating to the offering of the Notes, containing only information that describes the final terms of the Notes or the offering in a form consented to by the Representatives, and will file such final term sheet within the period required by Rule 433(d)(5)(ii) under the 1933 Act following the date the final terms have been established for the offering of the Notes.

(l) *Reporting Requirements*. The Company, during the period when the Time of Sale Prospectus or the Prospectus is required to be delivered, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(m) *DTC Clearance*. The Company will use all reasonable efforts in cooperation with the Underwriters to permit the Notes to be eligible for clearance and settlement through The Depository Trust Company.

SECTION 4. Payment of Expenses.

(a) *Expenses*. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, filing and printing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company (including financial statements and any schedules or exhibits) and of each amendment or supplement thereto, including the filing fees payable to the Commission relating to the Notes (within the time required by Rule 456(b)(1), if applicable), and the delivery to the Underwriters of copies of each, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, the DTC Agreement, the Indenture and such other documents as may be required in connection with the offering, purchase, sale and delivery of the Notes, (iii) the preparation, issuance and delivery of the certificates for the Notes to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Notes under securities laws in accordance with the provisions of Section 3(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of any Blue Sky Survey and any supplement thereto, (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Notes, (vii) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by The Financial Industry Regulatory Authority, Inc. (the "FINRA") of the terms of the sale of the Notes, if any, (viii) any fees payable in connection with the rating of the Notes and (ix) the preparation, printing and delivery to the Underwriters of copies of any Blue Sky Survey and any supplement thereto.

(b) *Termination of Agreement*. If this Agreement is terminated by the Representatives in accordance with the provisions of Section 5 or Section 10(a)(i), 10(a)(ii) or Section 12 hereof, the Company shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained in Section 1(a) hereof or in certificates of any officer of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder and to the following further conditions:

(a) *Opinion of Counsel for the Company*. At the Closing Time, the Representatives shall have received the favorable opinion, dated as of the Closing Time, of Shearman & Sterling LLP, counsel for the Company, in form and substance reasonably satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letters for each of the other Underwriters to the effect set forth in Exhibit A hereto.

(b) *Opinion of Deputy General Counsel of the Company*. At the Closing Time, the Representatives shall have received the favorable opinion, dated as of the Closing Time, of William J. O'Shaughnessy, Deputy General Counsel of the Company, in form and substance reasonably satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letters for each of the other Underwriters to the effect set forth in Exhibit B hereto.

(c) *Opinion of Counsel for the Underwriters*. At the Closing Time, the Representatives shall have received the favorable opinion, dated as of the Closing Time, of Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York and the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Representatives. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and the Subsidiaries and certificates of public officials.

(d) *Officers' Certificate*. At the Closing Time, (i) the Prospectus, as it may then be amended or supplemented, including the documents incorporated by reference therein, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) there shall not have been, since the respective dates as of which information is given in the Time of Sale Prospectus, any Material Adverse Effect; (iii) the Company shall have complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time; and (iv) the representations and warranties of the Company in Section 1(a) shall be accurate and true and correct as though expressly made at and as of the Closing Time. The Representatives shall have received a certificate of Mark J. Guinan, Senior Vice President and Chief Financial Officer of the Company, and Sandip Patel, Vice President and Treasurer of the Company, dated as of the Closing Time, to such effect.

(e) *Prospectus, Final Term Sheet and Free Writing Prospectus*. The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the 1933 Act within the applicable time period prescribed for such filing by the rules and regulations under the 1933 Act; the final term sheet substantially in the form of Schedule C-2 hereto, and any material required to be filed by the Company pursuant to Rule 433(d) under the 1933 Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any issuer free writing prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction.

(f) *Comfort Letters*. At each of the times of the execution of this Agreement and the Closing Time, the Representatives shall have received from PricewaterhouseCoopers LLP letters with respect to the Company dated the date hereof or the Closing Time, as the case may be, in form and substance satisfactory to the Representatives or to counsel for the Underwriters and to PricewaterhouseCoopers LLP, together with signed or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in accountants' "comfort letters" to Underwriters with respect to the financial statements and certain financial information of the Company contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided* that the letter delivered at the Closing Time shall use a "cut-off date" no more than three business days prior to the Closing Time.

(g) *Maintenance of Rating*. At the Closing Time, the Notes shall be rated at investment grade by Moody's Investors Service, Inc., Standard & Poor's Rating Services and Fitch Ratings, Inc. and the Company shall have delivered to the Representatives a letter dated the Closing Time, from each such rating agency, or other evidence satisfactory to the Representatives, confirming that the Notes have such ratings; and since the date of this Agreement, there shall not have occurred a downgrading in, or withdrawal of, the rating assigned to the Notes or any of the Company's other debt securities or debt instruments by any "nationally recognized statistical rating organization" (as that term is defined under Section 3(a)(62) of the 1934 Act), and no such organization shall have publicly announced that it has under surveillance or review its rating of the Notes or any of the Company's other debt securities or debt instruments.

(h) *Nineteenth Supplemental Indenture*. At or prior to the Closing Time, the Company and the Trustee shall have executed and delivered the Nineteenth Supplemental Indenture.

(i) *Additional Documents*. At the Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require (including any consents under any agreements to which the Company is a party) for the purpose of enabling them to pass upon the issuance and sale of the Notes as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Notes as herein contemplated shall be satisfactory in form and substance to the Representatives and counsel for the Underwriters.

(j) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representatives by notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 7, 8 and 9 shall survive any such termination and remain in full force and effect.

SECTION 6. Covenants of the Underwriters. Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

SECTION 7. Indemnification.

(a) *Indemnification of the Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, the directors and officers of each Underwriter, and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act to the extent and in the manner set forth in clauses (i), (ii) and (iii) below, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the 1933 Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the 1933 Act or the Prospectus or any amendment or supplement thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary in order to make the statements therein, (and other than with respect to the Registration Statement, in light of the circumstances in which they were made) not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; *provided* that (subject to Section 7(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, *however*, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein.

(b) *Indemnification of Company, Directors and Officers*. Each Underwriter severally agrees to indemnify and hold harmless the Company, its directors and officers, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus or the Prospectus or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein.

(c) *Actions against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 7(a) above, counsel to such indemnified parties shall be selected by the Representatives, and, in the case of parties indemnified pursuant to Section 7(b) above, counsel to such indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; *provided*, *however*, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 7 or Section 8 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 7(a)(ii) effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party for the indemnified party's reasonable fees and expenses of counsel in accordance with such request prior to the date of such settlement. Notwithstanding the immediately preceding sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, an indemnifying party shall not be liable for any settlement effected without its consent if such indemnifying party (A) reimburses such indemnified party in accordance with such request to the extent it considers such request to be reasonable and (B) provides written notice to the indemnified party disputing the unpaid balance in good faith and substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement, subject to provision of notice by the indemnified party in accordance with (i) and (ii) above.

SECTION 8. Contribution. If the indemnification provided for in Section 7 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Notes pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Notes pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Notes pursuant to this Agreement (before deducting expenses) received by the Company and the total discount received by the Underwriters, in each case as set forth on the cover of the Prospectus bear to the aggregate initial offering prices of the Notes as set forth on such cover of the Prospectus.

The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 8 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Notes sold by it exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 8, (a) each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Underwriter and (b) each director of the Company and each person, if any, who controls the Company, as the case may be, within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the principal amount of Notes set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 9. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of the Subsidiaries submitted pursuant hereto shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company, and shall survive delivery of the Notes to the Underwriters.

SECTION 10. Termination of Agreement.

(a) *Termination; General*. The Representatives may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Time of Sale Prospectus, any material adverse change in the condition (financial or otherwise), earnings, business affairs or business prospects of the Company and the Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, (ii) if there shall have occurred a downgrading in the rating of the Company's debt securities by any nationally recognized statistical rating organization, or if such rating organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of the Company's debt securities, (iii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representatives, impracticable to market the Notes or to enforce contracts for the sale of the Notes, (iv) if trading in any securities of the Company has been suspended or limited by the Commission or the New York Stock Exchange, or if trading generally on the New York Stock Exchange or on the NASDAQ Global Select Market has been suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the FINRA or any other governmental authority, or (v) if a banking moratorium has been declared by either federal or New York authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 7, 8 and 9 shall survive such termination and remain in full force and effect.

SECTION 11. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at the Closing Time to purchase the Notes which it or they are obligated to purchase under this Agreement (the "Defaulted Notes"), the Representatives shall have the right, but not the obligation, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Notes in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representatives shall not have completed such arrangements within such 24-hour period, then:

(A) if the number of Defaulted Notes does not exceed 10% of the aggregate principal amount of the Notes to be purchased hereunder, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective obligations hereunder bear to the obligations of all non-defaulting Underwriters, or

(B) if the number of Defaulted Notes exceeds 10% of the aggregate principal amount of the Notes to be purchased hereunder, this Agreement shall terminate without liability on the part of any non-defaulting Underwriters.

No action taken pursuant to this Section shall relieve any defaulting Underwriters from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, either (i) the Representatives or (ii) the Company shall have the right to postpone the Closing Time for a period not exceeding seven days in order to effect any required changes in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriters" includes any person substituted for an Underwriter under this Section 11.

SECTION 12. Default by the Company. If the Company shall fail at the Closing Time to sell the number of Notes that they are obligated to sell hereunder, then this Agreement shall terminate without any liability on the part of any non-defaulting party; *provided*, *however*, that the provisions of Sections 1, 4, 7, 8 and 9 shall remain in full force and effect. No action taken pursuant to this Section shall relieve the Company from liability, if any, in respect of such default.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to Goldman Sachs & Co. LLC, 200 West Street, New York, NY 10282, attention of Registration Department; with a copy to Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, attention of Mark S. Hayek, Esq.; Mizuho Securities USA LLC, 320 Park Avenue, 12 th Floor, New York, NY 10022, attention of Debt Capital Markets, with a copy to Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, attention of Mark S. Hayek, Esq.; Morgan Stanley & Co. LLC, 1585 Broadway, 29th Floor, New York, NY 10036, attention of Investment Banking Division, with a copy to Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, attention of Mark S. Hayek, Esq.; and notices to the Company shall be directed to it at 500 Plaza Drive, Secaucus, NJ 07094 attention of Deputy General Counsel and Corporate Secretary, with a copy to Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, attention of Lona Nallengara, Esq.

SECTION 14. Parties. This Agreement shall inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 7 and 8 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of the Notes from any of the Underwriters shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. Governing Law and Time. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. SPECIFIED TIMES OF DAY HEREIN REFER TO NEW YORK CITY TIME.

SECTION 16. Effect of Headings. The Article, Section and subsection headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 17. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 18. No Advisory or Fiduciary Responsibility. The Company acknowledges and agrees that: (i) the purchase and sale of the Notes pursuant to this Agreement, including the determination of the offering price of the Notes and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and that the several Underwriters have no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the several Underwriters with respect to any breach or alleged breach of fiduciary duty.

SECTION 19. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 19:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 20. General Provisions.

(a) *General*. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party hereto via facsimile, electronic mail in "portable document format" (.pdf) form or any other electronic transmission shall be deemed to be an original signature hereto. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

(b) *USA Patriot Act.* In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Company in accordance with its terms.

Very Truly Yours,

QUEST DIAGNOSTICS INCORPORATED

By: /s/ Sandip Patel
Name: Sandip Patel
Title: Vice President and Treasurer

CONFIRMED AND ACCEPTED,
as of the date first above written:

GOLDMAN SACHS & CO. LLC
MIZUHO SECURITIES USA LLC
MORGAN STANLEY & CO. LLC

By: GOLDMAN SACHS & CO. LLC

By /s/ Jonathan Zwart
Name: Jonathan Zwart
Title: Managing Director

By: MIZUHO SECURITIES USA LLC

By /s/ Joseph Santaniello
Name: Joseph Santaniello
Title: Director

By: MORGAN STANLEY & CO. LLC

By /s/ Ian Drewe
Name: Ian Drewe
Title: Executive Director

For themselves and the other Underwriters
named in Schedule A hereto.

SCHEDULE A – UNDERWRITERS

Name of Underwriter	Principal Amount of 2029 Notes To Be Purchased
Goldman Sachs & Co. LLC	$112,500,000
Mizuho Securities USA LLC	$112,500,000
Morgan Stanley & Co. LLC	$112,500,000
J.P. Morgan Securities LLC	$45,000,000
Wells Fargo Securities, LLC	$45,000,000
Credit Agricole Securities (USA) Inc.	$27,500,000
MUFG Securities Americas Inc.	$20,000,000
Fifth Third Securities, Inc.	$12,500,000
PNC Capital Markets LLC	$12,500,000
Total:	$500,000,000

SCHEDULE B – TIME OF SALE PROSPECTUS

1. Prospectus dated May 13, 2016 relating to the Shelf Securities.

2. Preliminary prospectus supplement dated March 7, 2019 relating to the Notes.

3. Final Term Sheet for the Notes.

SCHEDULE C-1 – PURCHASE PRICE

The purchase price for the 4.200% Senior Notes due 2029 is 99.057%.

SCHEDULE C-2 – FINAL TERM SHEET

FINAL TERM SHEET

Dated March 7, 2019

Quest Diagnostics Incorporated

$500,000,000 4.200% Senior Notes due 2029

Issuer:	Quest Diagnostics Incorporated
Trade Date:	March 7, 2019
Original Issue Date (Settlement):	March 12, 2019 (T+3)
Interest Accrual Date:	March 12, 2019
Principal Amount:	$500,000,000
Maturity Date:	June 30, 2029
Issue Price (Price to Public):	99.707%
Yield:	4.236%
Interest Rate:	4.200% per annum
Interest Payment Period:	Semi-annual
Interest Payment Dates:	Each June 30 and December 30, commencing June 30, 2019
Treasury Benchmark:	2.625% due February 15, 2029
Spread to Benchmark:	T+160 bps
Benchmark Yield:	2.636%
Optional Redemption:	Prior to March 30, 2029 (three months prior to their maturity date) (the "par call date"), the notes 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, 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 through the par call date discounted, on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the applicable treasury rate plus 25 basis points, plus accrued interest to, but excluding, the date of redemption which has not been paid. On or after the par call date, the notes will be redeemable, as a whole at any time or in part from time to time, at the option of Quest Diagnostics, at a redemption price equal to 100% of the principal amount of the notes being redeemed plus accrued interest to, but excluding, the date of redemption which has not been paid.

CUSIP:	74834L BA7
ISIN:	US74834LBA70
Joint Book-Running Managers:	Goldman Sachs & Co. LLC Mizuho Securities USA LLC Morgan Stanley & Co. LLC J.P. Morgan Securities LLC Wells Fargo Securities, LLC
Co-Managers:	Credit Agricole Securities (USA) Inc. MUFG Securities Americas Inc. Fifth Third Securities, Inc. PNC Capital Markets LLC
Conflicts of Interest:	One or more of the underwriters or their affiliates may receive 5% or more of the net proceeds of this offering by reason of the repayment of amounts due under Quest Diagnostics' secured receivables credit facility. Accordingly, such underwriters will be deemed to have a "conflict of interest" within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, and this offering will be conducted in accordance with Rule 5121. No underwriter with a conflict of interest will confirm sales to any account over which it exercises discretion without the specific written approval of the account holder.
Global Settlement:	Through The Depository Trust Company, Euroclear or Clearstream, Luxembourg

The issuer expects that delivery of the notes will be made on or about the Original Issue Date (Settlement), which is three business days following the pricing of the notes (this settlement cycle being referred to as "T+3"). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing will be required, by virtue of the fact that the notes will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement; such purchasers should also consult their own advisors in this regard.

Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The issuer has filed a registration statement (including a prospectus and a prospectus supplement) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus and the prospectus supplement in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and the prospectus supplement if you request it by calling Goldman Sachs & Co. LLC toll free at 1-866-471-2526; Mizuho Securities USA LLC toll free at 1-866-271-7403; and Morgan Stanley & Co. LLC toll-free at 1-866-718-1649.

SCHEDULE D – SUBSIDIARIES

100% Quest Diagnostics Holdings Incorporated (DE)
- 100% Quest Diagnostics International Holding Limited (UK)
  - 100% Quest Diagnostics Holdings Ltd. (UK)
    - 100% Exam*One* Canada, Inc. (New Brunswick)
    - 100% Quest Diagnostics Brasil Holdings Ltd. (UK)
      - 100% Quest Diagnostics Testes Forenses do Brasil Ltda. (Brazil)
    - 99.9% Quest Diagnostics HTAS India Private Limited (India) (0.1% Quest Diagnostics International Holdings Limited (UK)
    - 100% Quest Diagnostics of Puerto Rico, Inc. (PR)
    - 100% Quest Diagnostics do Brasil Ltda. (Brazil)
    - 100% Quest Diagnostics Ireland Limited (Ireland)
    - 100% Quest Diagnostics (Shanghai) Co., Ltd. (China)
    - 100% Quest Diagnostics Subsidiary Holdings Ltd. (UK)
      - 40% Q Squared Solutions Holdings Limited (UK)
- 100% Quest Diagnostics Clinical Laboratories, Inc. (DE)
  - 100% Lab*One*, LLC (MO)
    - 100% Exam*One* World Wide, Inc. (PA)
      - 100% ExamOne LLC (DE)
      - 100% ExamOne World Wide of NJ, Inc. (NJ)
      - 51% DGXWMT JV, LLC (DE)
      - 100% Mobile Medical Examination Services, LLC (CA)
      - 100% Quest Diagnostics Health & Wellness LLC (DE)
    - 100% Lab*One* of Ohio, Inc. (DE)
  - 44% Mid America Clinical Laboratories (IN)
  - 51% Diagnostic Laboratory of Oklahoma LLC (OK)
  - 49% Sonora Quest Laboratories LLC (AZ)
  - 70% Quest Diagnostics Domestic Holder LLC (DE)
    - 40% Q Squared Solutions Holdings, LLC (DE)

100% Quest Diagnostics Incorporated (MD)
- 100% Diagnostic Reference Services Inc. (MD)
  - 100% Pathology Building Partnership (MD) (gen. ptnrshp.)

100% Quest Diagnostics Incorporated (MI)

100% Quest Diagnostics India Private Limited (India)

100% Quest Diagnostics Infectious Disease, Inc. (DE)
- (30%) Quest Diagnostics Domestic Holder LLC (DE)

100% Quest Diagnostics International LLC (DE)

100% Quest Diagnostics Investments LLC (DE)

100% Quest Diagnostics LLC (IL)

100% Quest Diagnostics LLC (MA)
- 81.1% Quest Diagnostics Massachusetts LLC (MA)

100% Quest Diagnostics LLC (CT)

100% Quest Diagnostics Mexico Holding Company Trust (Mexico)
    100% Quest Diagnostics Mexico, S de RL de CV (Mexico)
    100% Quest Diagnostics Terracotta LLC (DE)
100% Quest Diagnostics Nichols Institute (CA)
100% Quest Diagnostics of Pennsylvania Inc. (DE)
    51% Quest Diagnostics Venture LLC (PA)
    53.5% Associated Clinical Laboratories of Pennsylvania, L.L.C. (PA)
        1% Associated Clinical Laboratories, L.P. (PA)
    52.97% Associated Clinical Laboratories, L.P. (PA)
100% Quest Diagnostics Receivables Inc. (DE)
100% Quest Diagnostics TB LLC (DE)
100 % Quest Diagnostics Ventures LLC (DE)
100% Athena Diagnostics, Inc. (DE)
100% American Medical Laboratories, Incorporated (DE)
    100% Quest Diagnostics Nichols Institute, Inc. (VA)
    100% Quest Diagnostics Incorporated (NV)
100% Clearpoint Diagnostic Laboratories, LLC (TN)
100% Cleveland HeartLab, Inc. (DE)
100% Isabella Street Urban Renewal, LLC (NJ)
100% Med Fusion, LLC (TN)
100% Nomad Massachusetts, Inc. (MA)
    100% Laboratorio de Analisis Biomedicos, S.A. (Mexico)
100% Reprosource Fertility Diagnostics, Inc. (MA)
100% Spectrum Holding Company, Inc. (DE)
    100% Solstas Lab Partners Group, LLC (NC)
        100% Solstas Lab Partners, LLC (VA)
100% Unilab Corporation (DE)
100% AmeriPath, Inc. (DE)
    100% AmeriPath Cincinnati, Inc. (OH)
    100% AmeriPath Cleveland, Inc. (OH)
    100% AmeriPath Consolidated Labs, Inc. (FL)
    100% AmeriPath Florida, LLC (DE)
    100% AmeriPath Hospital Services Florida, LLC (DE)
    100% AmeriPath Kentucky, Inc. (KY)
    100% AmeriPath Lubbock 5.01(a) Corporation (TX)
    100% AmeriPath New York, LLC (DE)
    100% AmeriPath PAT 5.01(a) Corporation (TX)
    100% AmeriPath Texas Inc. (DE)
    100% AmeriPath Tucson, Inc. (AZ)
    100% Arlington Pathology Association 5.01(a) Corporation (TX)
    100% Consolidated DermPath, Inc. (DE)
    100% DFW 5.01(a) Corporation (TX)
    100% Diagnostic Pathology Services, Inc. (OK)

100% Kailash B. Sharma, M.D., Inc. (GA)
100% Nuclear Medicine and Pathology Associates (GA)
100% Institute for Dermatopathology, Inc. (PA)
100% NAPA 5.01(a) Corporation (TX)

100% Ocmulgee Medical Pathology Association, Inc. (GA)
100% Specialty Laboratories, Inc. (CA)
100% TXAR 5.01(a) Corporation (TX)
A. Bernard Ackerman, M.D. Dermatopathology, PC (NY)
AmeriPath Indianapolis, P.C. (IN)
AmeriPath Milwaukee, S.C. (WI)
Colorado Pathology Consultants, P.C. (CO)
Dermatopathology of Wisconsin, S.C. (WI)
Diamond Occupational Health Services, P.S.C. (PR)
Hoffman, M.D., Associated Pathologists Chartered (NV)
Kilpatrick Pathology, P.A. (NC)
PhenoPath Laboratories, PLLC (WA)
Southwest Diagnostic Laboratories, P.C. (CO)
St. Luke's Pathology Associates, P.A. (KS)

QUEST DIAGNOSTICS INCORPORATED,

as Issuer

and

THE BANK OF NEW YORK MELLON,

as Trustee

Nineteenth Supplemental Indenture

Dated as of March 12, 2019

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NINETEENTH SUPPLEMENTAL INDENTURE

NINETEENTH SUPPLEMENTAL INDENTURE (this "Nineteenth Supplemental Indenture"), dated as of March 12, 2019, between QUEST DIAGNOSTICS INCORPORATED, a Delaware corporation (the "Company"), and THE BANK OF NEW YORK MELLON, a New York banking corporation, as Trustee (the "Trustee").

RECITALS OF THE COMPANY

WHEREAS, the Company, the Trustee and the Initial Subsidiary Guarantors (as defined therein) executed and delivered an Indenture, dated as of June 27, 2001 (the "Base Indenture"), as supplemented by the first supplemental indenture, dated as of June 27, 2001, among the Company, the Initial Subsidiary Guarantors (as defined therein) party thereto, and the Trustee (the "First Supplemental Indenture"), as further supplemented by a second supplemental indenture, dated as of November 26, 2001, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Second Supplemental Indenture"), as further supplemented by a third supplemental indenture, dated as of April 4, 2002, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Third Supplemental Indenture"), as further supplemented by a fourth supplemental indenture, dated as of March 19, 2003, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Fourth Supplemental Indenture"), as further supplemented by a fifth supplemental indenture, dated as of April 16, 2004, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Fifth Supplemental Indenture"), as further supplemented by a sixth supplemental indenture dated October 31, 2005, among the Company, the Subsidiary Guarantors (as defined therein) party thereto (the "Sixth Supplemental Indenture"), as further supplemented by a seventh supplemental indenture dated November 21, 2005, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Seventh Supplemental Indenture"), as further supplemented by an eighth supplemental indenture dated July 31, 2006, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Eighth Supplemental Indenture"), as further supplemented by a ninth supplemental indenture, dated as of September 30, 2006, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Ninth Supplemental Indenture"), as further supplemented by a tenth supplemental indenture, dated as of June 22, 2007, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Tenth Supplemental Indenture"), as further supplemented by an eleventh supplemental indenture, dated as of June 22, 2007, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Eleventh Supplemental Indenture"), as further supplemented by a twelfth supplemental indenture, dated as of June 25, 2007, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Twelfth Supplemental Indenture"), as further supplemented by a thirteenth supplemental indenture, dated as of November 17, 2009, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Thirteenth Supplemental Indenture"), as further supplemented by a fourteenth supplemental indenture, dated as of March 24, 2011, among the Company, the Subsidiary Guarantors (as defined therein) party thereto and the Trustee (the "Fourteenth Supplemental Indenture"), as further supplemented by the fifteenth supplemental indenture, dated as of November 30, 2011, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee (the "Fifteenth Supplemental Indenture"), as further supplemented by the sixteenth supplemental indenture, dated as of March 17, 2014, between the Company and the Trustee (the "Sixteenth Supplemental Indenture"), as further supplemented by the seventeenth supplemental indenture, dated as of March 10, 2015, between the Company and the Trustee (the "Seventeenth Supplemental Indenture"), as further supplemented by the eighteenth supplemental indenture, dated as of May 26, 2016, between the Company and the Trustee (the "Eighteenth Supplemental Indenture"), and as to be further supplemented by this Nineteenth Supplemental Indenture (collectively, the "Indenture"), to provide for the issuance by the Company from time to time of Securities to be issued in one or more series as provided in the Indenture;

WHEREAS, the issuance and sale of $500,000,000 aggregate principal amount of a new series of the Company's 4.200% Senior Notes due 2029 (the "Notes") pursuant to this Nineteenth Supplemental Indenture have been authorized by resolutions adopted by the Board of Directors of the Company;

WHEREAS, the Company desires to issue and sell $500,000,000 aggregate principal amount of the Notes pursuant to this Nineteenth Supplemental Indenture on the date hereof;

WHEREAS, Sections 901(7) and 901(9) of the Indenture provide that without the consent of the Holders of the Securities of any series issued under the Indenture, the Company, when authorized by a Board Resolution, and the Trustee may enter into one or more indentures supplemental to the Indenture to (a) establish the form or terms of Securities of any series and any related coupons as permitted by Sections 201 and 301, including the provisions and procedures relating to Securities convertible into or exchangeable for any securities of any Person (including the Company) and (b) cure any ambiguity, to correct or supplement any provision therein which may be inconsistent with any other provision therein, or make any other provisions with respect to matters or questions arising under the Base Indenture;

WHEREAS, the Company desires to establish the form and terms of the Notes;

WHEREAS, all things necessary to make this Nineteenth Supplemental Indenture a valid supplement to the Indenture according to its terms and the terms of the Indenture have been done;

NOW, THEREFORE, for and in consideration of the premises stated herein and the purchase of the Notes by the Holders thereof, the parties hereto hereby enter into this Nineteenth Supplemental Indenture, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.1. Certain Terms Defined in the Indenture.

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as amended through the date hereof, other than such terms as are defined in the Second Supplemental Indenture.

SECTION 1.2. Definitions.

Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes, Section 101 of the Indenture shall be amended by adding the following new definitions or, to the extent already defined in the Indenture, replacing existing definitions with the following:

"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 the Company 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 the Company or other Voting Stock into which the Voting Stock of the Company 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 the assets of the Company and the assets of its subsidiaries, taken as a whole, to one or more "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) (other than the Company or one of its subsidiaries); or (3) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) the Company 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 the Company 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.

"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 to be redeemed (assuming the Notes matured on the Par Call Date) 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.

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

"Continuing Directors" means, as of any date of determination, any member of the Company's 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 the Company in which such member was named as a nominee for election as a director, without objection to such nomination).

"Existing Receivables Credit Facility" means the receivables-backed financing transaction pursuant to (1) the Fourth Amended and Restated Receivables Sale Agreement, dated as of October 28, 2015, between the Company 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 Sixth Amended and Restated Credit and Security Agreement, dated as of October 27, 2017, among Quest Diagnostics Receivables Inc., as borrower, the Company, as initial servicer, each of the lenders from time to time party thereto, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as administrative agent, as amended on October 26, 2018 and (3) the various related ancillary documents.

"Fitch" means Fitch Ratings, Inc.

"Global Notes" means, individually and collectively, each of the Global Notes, substantially in the form of Exhibit A.

"Global Notes Legend" means the legend set forth in Section 204 to be placed on all Global Notes issued under this Indenture.

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

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

"Rating Agencies" means (1) each of Moody's, S&P and Fitch; and (2) if any of Moody's, S&P or Fitch ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the control of the Company, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a resolution of the Board of Directors) as a replacement agency for Moody's, S&P or Fitch, or all of them, as the case may be.

"Rating event" means the rating on the Notes is lowered by at least two of the Rating Agencies and the Notes are rated below an Investment Grade Rating by at least two of the Rating Agencies on any day within the 60-day period (which 60-day period shall 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 the Company 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 the Company 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).

"Par Call Date" means March 30, 2029.

"Remaining Scheduled Payments" means, with respect to the Notes, the remaining scheduled payments of the principal thereof and interest thereon from the redemption date through the Par Call Date; *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.

"S&P" means S&P Global Ratings, a division of S&P Global Inc.

"Treasury Rate" means, with respect to any redemption date for the Notes, the rate per annum equal to the semiannual equivalent yield to maturity or interpolation (on a day count basis) of the interpolated Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, as determined by the Company or an Independent Investment Banker appointed by the Company.

"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.

SECTION 1.3. Other Definitions.

Term	Defined in Section
"Additional Notes"	2.2(a)
"Change of Control Offer"	2.10
"Change of Control Payment"	2.10
"Change of Control Payment Date"	2.10
"Depository"	2.1(a)
"Maturity"	2.2(c)

ARTICLE II.

FORM AND TERMS OF THE NOTES

SECTION 2.1. Form and Dating.

The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A attached hereto. The Notes shall be executed on behalf of the Company by its Chief Executive Officer, the Chief Financial Officer, the Controller or the Treasurer and the Secretary, under its corporate seal reproduced thereon. The Notes may have notations, legends or endorsements required by law, stock exchange rules or usage. Each Note shall be dated the date of its authentication. The Notes and any beneficial interest in the Notes shall be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The terms and notations contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

(a) Global Notes. The Global Notes designated herein shall be issued initially in the form of one or more fully registered global notes, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Depository Trust Company, New York, New York (the "Depository") and registered in the name of Cede & Co., the Depository's nominee, duly executed by the Company and authenticated by the Trustee. The aggregate principal amount of outstanding Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee as hereinafter provided.

The Global Notes may not be transferred except by the Depository, in whole and not in part, to another nominee of the Depository or to a successor of the Depository or its nominee. If at any time the Depository for the Notes notifies the Company that the Depository is unwilling, unable or ineligible to continue as depository for the Global Notes and a successor depository for the Global Notes is not appointed by the Company within 90 days after delivery of such notice, then the Company shall execute, and the Trustee shall, upon receipt of a Company Order, for authentication, authenticate and deliver, Definitive Notes in an aggregate principal amount equal to the principal amount of the Global Notes in exchange for such Global Note.

(b) Book-Entry Provisions. This Section 2.1(b) shall apply only to the Global Notes deposited with or on behalf of the Depository.

The Company shall execute and the Trustee shall, in accordance with this Section 2.1(b), authenticate and deliver the Global Notes that shall be registered in the name of the Depository or the nominee of the Depository and shall be delivered by the Trustee to the Depository or pursuant to the Depository's instructions.

Depository Participants shall have no rights either under this Indenture or with respect to any Global Notes held on their behalf by the Depository or under such Global Notes. The Depository shall be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes under this Indenture. Notwithstanding the foregoing, nothing herein shall prevent the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and the Depository Participants, the operation of customary practices of such Depository governing the exercise of the rights of an owner of a beneficial interest in the Global Notes.

(c) Definitive Notes. Notes issued in certificated form shall be substantially in the form of Exhibit A, attached hereto, but without including the text referred to therein as applying only to Global Notes. Except as provided above in subsection (a), owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of certificated Notes.

(d) Transfer and Exchange of the Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depository, in accordance with this Indenture and the procedures of the Depository therefor. Beneficial interests in the Global Notes may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the Global Notes.

(e) Paying Agent. The Company appoints The Bank of New York Mellon as agent of the Company for the payment of the principal of (and premium, if any) and interest on the Notes; and that the Corporate Trust Office of The Bank of New York Mellon in the Borough of Manhattan, the City of New York, be and hereby is, designated as the office or agency in the Borough of Manhattan where the Notes may be presented for payment and where notices to or demands upon the Company in respect of the Notes and the Indenture pursuant to which the Notes are to be issued may be served.

SECTION 2.2. Terms of the Notes.

The following terms relating to the Notes are hereby established:

(a) The Notes shall constitute a series of Securities having the title "Senior Notes due 2029."

(b) The aggregate principal amount of the Notes that may be initially authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of, transfer of or in exchange for, or in lieu of, other Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture) shall be $500,000,000. The Company may from time to time, without the consent of the Holders of the Notes, issue additional Notes ("Additional Notes") having the same ranking and the same interest rate, maturity and other terms as the Notes. Any Additional Notes and the existing Notes will constitute a single series under the Indenture and all references to the Notes shall include the Additional Notes unless the context otherwise requires.

(c) The entire outstanding principal of the Notes shall be payable on June 30, 2029 (the "Maturity").

(d) The rate at which the Notes shall bear interest shall be 4.200% per annum, and the date from which interest shall accrue on the Notes shall be June 30, 2019, or the most recent Interest Payment Date to which interest has been paid or provided for; the Interest Payment Dates for the Notes shall be June 30 and December 30 of each year, beginning June 30, 2019; the interest so payable, and punctually paid or duly provided for, on any Interest Payment Date, will be paid, in immediately available funds, to the Persons in whose names the Notes (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be June 15 or December 15, as the case may be, next preceding such Interest Payment Date. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. Any such interest not punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date, and such Defaulted Interest, may be paid to the Persons in whose names the Notes (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than ten days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture. Payment of principal and interest on the Notes will be made at the Corporate Trust Office of the Trustee or such other office or agency of the Company as may be designated for such purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that each installment of interest and principal on the Notes may at the Company's option be paid in immediately available funds by transfer to an account maintained by the payee located in the United States.

(e) The Notes shall be issuable in whole in the registered form of one or more Global Notes (without coupons), and the Depository for such Global Notes shall be The Depository Trust Company, New York, New York.

(f) The words "prior to the Par Call Date" shall be inserted in the first sentence of Section 1108, immediately following the phrase "At any time and from time to time" and immediately preceding the phrase ", the Securities of any series."

(g) The following sentence shall be inserted immediately following clause (b) of the first sentence of Section 1108: "On or after the Par Call Date, the Notes may be redeemed, as a whole at any time or in part from time to time, at the option of the Company, on at least 30 days, but not more than 60 days, prior notice mailed to the registered address of each holder of the Notes, at a redemption price equal to 100% of the principal amount of the Notes being redeemed."

(h) The Redemption Amount of Basis Points applicable to the Notes used to calculate the Redemption Price pursuant to Section 1108 of this Indenture shall be 25 basis points.

SECTION 2.3. Application of the Article of the Indenture Regarding Redemption of Securities.

Except as may be provided in a Future Supplemental Indenture, the provisions of Article Eleven of the Indenture, as amended, shall apply to the Notes.

SECTION 2.4. Application of the Article of the Indenture Relating to a Sinking Fund.

Except as may be provided in a Future Supplemental Indenture, the Notes shall not be entitled to the benefit of any sinking fund, and the provisions of the Indenture relating to a sinking fund, including Article Twelve and Subsection (3) of Section 501 of the Indenture, shall not apply to the Notes.

SECTION 2.5. Additional Events of Default.

Except as may be provided by a Future Supplemental Indenture, for the benefit of the holders of the Notes, Section 501(7)(A) of the Indenture shall be amended by deleting the words "$100 million" in the second line thereof and, in their place, adding the words "$200 million"; and Section 501(7)(B) of the Indenture shall be amended by deleting the words "$100 million" in the sixth line thereof and, in their place, adding the words "$200 million."

SECTION 2.6. Application of the Article of the Indenture Regarding Defeasance and Covenant Defeasance.

Except as may be provided by a Future Supplemental Indenture, the provisions of Article Fourteen of the Indenture, including the provisions relating to defeasance and covenant defeasance of the Securities under Sections 1402 and 1403, respectively, of the Indenture shall apply to the Notes.

SECTION 2.7. Application of the Article of the Indenture Regarding Repayment at the Option of Holders.

Except as may be provided by a Future Supplemental Indenture, the provisions of Article Thirteen of the Indenture shall not apply to the Notes.

SECTION 2.8. Limitations on Subsidiary Indebtedness and Preferred Stock.

(a) Except as may be provided by a Future Supplemental Indenture, for the sole benefit of the holders of the Notes, Section 1011(a) of the Indenture shall be amended by deleting the words "First Supplemental Indenture" in the second line thereof and, in their place, adding the words "Nineteenth Supplemental Indenture."

(b) Except as may be provided by a Future Supplemental Indenture, for the sole benefit of the holders of the Notes, Section 1011 of the Indenture shall be amended by adding a new subsection 1011(k) and subsection 1011(l) as follows:

(k) any guarantee of Indebtedness of the Company by any Subsidiary of the Company in anticipation of such Subsidiary becoming a Subsidiary Guarantor pursuant to Article Sixteen of the Indenture; or

(l) shares of Preferred Stock held by the Company or a subsidiary of the Company.

SECTION 2.9. Limitations on Liens.

Except as may be provided by a Future Supplemental Indenture, for the sole benefit of the holders of the Notes, Section 1008(a) of the Indenture shall be amended by deleting the words "First Supplemental Indenture" in the first and second line thereof and, in their place, adding the words "Nineteenth Supplemental Indenture."

SECTION 2.10. Repurchase of Notes Upon a Change of Control.

Except as may be provided by a Future Supplemental Indenture, for the benefit of the holders of the Notes, a new Section 315 shall be added to the Indenture as follows:

Section 315 Repurchase of Notes Upon a Change of Control.

(a) If a Change of Control Triggering Event occurs, unless the Company has exercised its option to redeem the Notes as described in Section 1108, the Company shall make an offer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of the Notes pursuant to the offer described below (the "Change of Control Offer") on the terms set forth in the Notes. In the Change of Control Offer, the Company shall 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, but excluding, the date of repurchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event or, at the option of the Company, prior to any Change of Control, but after the public announcement of the transaction that constitutes or may constitute the Change of Control, the Company shall mail a notice to holders of 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 shall, 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.

(b) The Company shall comply with the requirements of Rule 14e-1 under 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 provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of any such conflict.

(c) On the Change of Control Payment Date, the Company shall, to the extent lawful:

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

(2) 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

(3) 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 purchased.

(d) The Company shall 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 the Company and the third party repurchases all Notes properly tendered and not withdrawn under its offer. In addition, the Company shall not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under this Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

ARTICLE III.

MISCELLANEOUS

SECTION 3.1. Governing Law.

This Nineteenth Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. This Nineteenth Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of this Indenture and shall, to the extent applicable, be governed by such provisions.

SECTION 3.2. Separability.

In case any provision in this Nineteenth Supplemental Indenture or in any Securities, including the Notes, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.3. Counterparts.

This Nineteenth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Supplemental Indenture.

SECTION 3.4. Ratification.

The Base Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Eighteenth Supplemental Indenture and this Nineteenth Supplemental Indenture is in all respects ratified and confirmed. The Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Eighteenth Supplemental Indenture and this Nineteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument. All provisions included in this Nineteenth Supplemental Indenture supersede any conflicting provisions included in the Base Indenture unless not permitted by law. The Trustee accepts the trusts created by the Indenture, as supplemented by this Nineteenth Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Indenture, as supplemented by this Nineteenth Supplemental Indenture.

SECTION 3.5. Waiver of Jury Trial.

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 3.6. Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 3.7. Effectiveness.

The provisions of this Nineteenth Supplemental Indenture shall become effective as of the date hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Nineteenth Supplemental Indenture to be duly executed as of the date first above written.

QUEST DIAGNOSTICS INCORPORATED

By: /s/ Sandip Patel
Name: Sandip Patel
Title: Vice President and Treasurer

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

Form of 4.200% Senior Note due 2029

[*The following legends apply only if the Note is a Global Note*:

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITORY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND SUCH CERTIFICATE ISSUED IN EXCHANGE FOR THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO., OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

QUEST DIAGNOSTICS INCORPORATED

4.200% Senior Note due 2029

No. 0 (Specimen) $[_____]

CUSIP: 74834L BA7

Quest Diagnostics Incorporated, a Delaware corporation (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of $[_____] on June 30, 2029 (the "Stated Maturity") (except to the extent redeemed or repaid prior to the Stated Maturity) and to pay interest thereon from March 12, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for semi-annually at the rate of 4.200% per annum, on June 30 and December 30, commencing with June 30, 2019, on the Stated Maturity and on any Redemption Date (each such date, an "Interest Payment Date") until the principal hereof is paid or made available for payment. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture.

Payment of Interest. The interest so payable, and punctually paid or made available for payment, on any Interest Payment Date, will, as provided in the Indenture, be paid, in immediately available funds, to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on June 15 or December 15 (whether or not a Business Day, as defined in the Indenture), as the case may be, next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not punctually paid or duly provided for ("Defaulted Interest") will forthwith cease to be payable to the Holder on such Regular Record Date, and such Defaulted Interest, may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than ten days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Place of Payment. Payment of interest on this Note will be made at the Corporate Trust Office of the Trustee or such other office or agency of the Company as may be designated for such purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that each installment of interest and payment of principal on this Note may at the Company's option be paid in immediately available funds by transfer to an account maintained by the payee located in the United States. Payment of the principal of this Note on the Stated Maturity will be made against presentation of this Note at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Time of Payment. In any case where any Interest Payment Date, Redemption Date or Stated Maturity shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or this Note), payment of principal or interest, if any, need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date, Redemption Date, or at Stated Maturity; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Repayment Date, or Stated Maturity, as the case may be.

Legends. The statements set forth in the restrictive legends above are an integral part of the terms of this Note and by acceptance hereof each Holder of this Note agrees to be subject to and bound by the terms and provisions set forth in such legend.

General. This Note is one of a duly authorized issue of securities (herein called the "Securities") of the Company, issued and to be issued in one or more series under an indenture, dated as of June 27, 2001 (the "Base Indenture"), between the Company and The Bank of New York, Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to a series of which this Note is a part), to which Base Indenture and all indentures supplemental thereto, including the supplemental indenture dated March 12, 2019 (the "Supplemental Indenture") (the Base Indenture, as so supplemented, the "Indenture"), reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Note is one of a duly authorized series of Securities designated as "4.200% Senior Notes due 2029" (collectively, the "Notes"), initially limited in aggregate principal amount to $500,000,000.

Further Issuance. The Company may from time to time, without the consent of the Holders of Notes of this series, issue additional Notes (the "Additional Notes") of this series having the same ranking and the same interest rate, maturity and other terms as the Notes of this series. Any Additional Notes of this series and the Notes of this series will constitute a single series under the Indenture and all references to the Notes of this series shall include the Additional Notes unless the context otherwise requires.

Book-Entry. This Note is a Global Note representing $[_____] of the Notes. This Note is a "book entry" Note and is being registered in the name of Cede & Co. as nominee of The Depository Trust Company (the "Depository"), a clearing agency. Subject to the terms of the Indenture, this Note will be held by a clearing agency or its nominee, and beneficial interest will be held by beneficial owners through the book-entry facilities of such clearing agency or its nominee in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. As long as this Note is registered in the name of the Depository or its nominee, the Trustee will make payments of principal and interest on this Note by wire transfer of immediately available funds to the Depository or its nominee. Notwithstanding the above, the final payment on this Note will be made after due notice by the Trustee of the pendency of such payment and only upon presentation and surrender of this Note at its Corporate Trust Office or such other offices or agencies appointed by the Trustee for that purpose and such other locations provided in the Indenture.

Events of Default. If an Event of Default with respect to the Notes shall have occurred and be continuing, the principal of the Notes of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

Optional Redemption. The Notes of this series are not subject to any sinking fund. Prior to March 30, 2029 (three months prior to their maturity date), the Notes of this series will be redeemable at any time, at the option of the Company, in whole or from time to time in part, upon not less than 30 nor more than 60 days' prior notice, at a Redemption Price, calculated pursuant to the Indenture, together with accrued interest thereon, if any, to, but excluding, the Redemption Date (subject to the rights of holders of record on the Regular Record Date that is prior to the Redemption Date to receive interest on the relevant Interest Payment Date). On or after March 30, 2029 (three months prior to their maturity date), the Notes of this series will be redeemable at any time, at the option of the Company, in whole or from time to time in part, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the Notes being redeemed, together with accrued interest thereon, if any, to, but excluding, the Redemption Date (subject to the rights of holders of record on the Regular Record Date that is prior to the Redemption Date to receive interest on the relevant Interest Payment Date). If less than all of the Notes of this series are to be redeemed, and such Notes are at the time represented by one or more global security certificates, then the Notes to be redeemed shall be selected in accordance with the procedures of the Depository. If less than all of the Notes of this series are to be redeemed, and such Notes are not represented by one or more global security certificates, the Notes to be redeemed shall be selected by the Trustee by such method as the Trustee in its sole discretion shall deem fair and appropriate. If any Note is to be redeemed in part only, the notice of redemption relating to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of this Note.

Redemption upon a Change of Control Triggering Event. Upon the occurrence of a Change of Control Triggering Event, the Company shall be required to make an offer to repurchase the Notes on the terms set forth in the Indenture.

Defeasance and Covenant Defeasance. The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Note and (b) certain restrictive covenants and the related Defaults and Events of Default, upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Note.

Modification and Waivers; Obligations of the Company Absolute. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series. Such amendment may be effected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of each series affected thereby. The Indenture also contains provisions permitting the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all Outstanding Securities, to waive compliance by the Company with certain provisions of the Indenture. Furthermore, provisions in the Indenture permit the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of individual series to waive on behalf of all of the Holders of Securities of such individual series certain past defaults under the Indenture and their consequences. Any such consent or waiver shall be conclusive and binding upon the Holder of this Note and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the time, place, and rate, and in the coin or currency, herein prescribed.

Limitation on Suits. As set forth in, and subject to, the provisions of the Indenture, no Holder of any Note of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Notes of this series shall have made written request, and offered reasonable indemnity, to the Trustee to institute such proceedings as trustee, and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Notes of this series a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days; *provided*, *however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of or interest on this Note on or after the respective due dates expressed herein.

Authorized Denominations. The Notes of this series are issuable only in registered form without coupons in denominations of $2,000 or any integral multiple of $1,000 in excess thereof.

Registration of Transfer or Exchange. As provided in the Indenture and subject to certain limitations herein and therein set forth, the transfer of this Note is registrable in the Security Register upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations herein and therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of different authorized denominations, as requested by the Holders surrendering the same.

This Note is a Global Security. If the Depository is at any time unwilling, unable or ineligible to continue as depository and a successor depository is not appointed by the Company within 90 days or an Event of Default under the Indenture has occurred and is continuing, the Company will issue Securities in certificated form in exchange for each Global Security. In addition, the Company may at any time determine not to have Securities represented by a Global Security and, in such event, will issue Securities in certificated form in exchange in whole for the Global Security representing such Security. In any such instance, an owner of a beneficial interest in a Global Security will be entitled to physical delivery in certificated form of Securities equal in principal amount to such beneficial interest and to have such Securities registered in its name. Securities so issued in certificated form will be issued in denominations of $2,000 or any amount in excess thereof which is an integral multiple of $1,000 and will be issued in registered form only, without coupons.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Holder as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Defined Terms. All terms used in this Note, which are defined in the Indenture and are not otherwise defined herein, shall have the meanings assigned to them in the Indenture.

Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

QUEST DIAGNOSTICS INCORPORATED

By: _____
Name: Sandip Patel
Title: Vice President and Treasurer

Attest:

By: _____
Name: William J. O'Shaughnessy, Jr.
Title: Deputy General Counsel and Corporate Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated and referred to in the within-mentioned Indenture, as such is supplemented by the within-mentioned Eighteenth Supplemental Indenture.

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____
Name:
Title:

Dated:

SHEARMAN & STERLING LLP
599 Lexington Avenue
New York, NY 10022-6069

+1.212.848.4000

March 12, 2019

The Board of Directors
Quest Diagnostics Incorporated
500 Plaza Drive
Secaucus, New Jersey 07094

Ladies and Gentlemen:

We have acted as counsel to Quest Diagnostics Incorporated, a Delaware corporation (the "Company"), in connection with (i) the purchase and sale of $500,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2029 (the "Notes"), pursuant to the Underwriting Agreement, dated as of March 7, 2019 (the "Underwriting Agreement"), among the Company and Goldman Sachs & Co. LLC, Mizuho Securities USA LLC and Morgan Stanley & Co. LLC as representatives of the several underwriters named therein; (ii) the preparation and filing by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), of the automatic registration statement on Form S-3 (File No. 333-211336) filed by the Company under the Securities Act with the Commission on May 13, 2016 (such automatic registration statement, including the information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430B under the Securities Act and documents incorporated by reference therein, being hereinafter referred to as the "Registration Statement"); (iii) the preparation and filing with the Commission of the prospectus, dated May 13, 2016, relating to the debt securities generally contained in the Registration Statement (the prospectus, including the documents incorporated by reference therein, being hereinafter referred to as the "Base Prospectus"), the preliminary prospectus, dated March 7, 2019, with respect to the Notes, including the Base Prospectus, the preliminary prospectus supplement and all documents incorporated or deemed incorporated therein by reference (in the form in which it was filed with the Commission pursuant to Rule 424(b), the "Preliminary Prospectus"), the pricing term sheet, dated March 7, 2019, relating to the Notes, in the form filed with the Commission pursuant to Rule 433 under the Securities Act (the "Pricing Term Sheet"), and the final prospectus, dated March 7, 2019, with respect to the Notes, including the Base Prospectus, the final prospectus supplement and all documents incorporated or deemed incorporated therein by reference (in the form in which it was filed with the Commission pursuant to Rule 424(b) under the Securities Act, the "Final Prospectus").

The Notes have been issued in one or more series pursuant to an indenture, dated as of June 27, 2001 (the "Base Indenture"), among the Company, the Subsidiary Guarantors (as defined therein) and The Bank of New York Mellon (formerly, "The Bank of New York"), as trustee (the "Trustee"), as supplemented by a first supplemental indenture, dated as of June 27, 2001, among the Company, the Initial Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a second supplemental indenture, dated as of November 26, 2001, among the Company, the Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a third supplemental indenture, dated as of April 4, 2002, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a fourth supplemental indenture, dated as of March 19, 2003, among the Company, the Additional Subsidiary Guarantor (as defined therein) and the Trustee, as further supplemented by a fifth supplemental indenture, dated as of April 16, 2004, among the Company, the Additional Subsidiary Guarantor (as defined therein) and the Trustee, as further supplemented by a sixth supplemental indenture, dated as of October 31, 2005, among the Company, the Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a seventh supplemental indenture, dated as of November 21, 2005, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by an eighth supplemental indenture, dated as of July 31, 2006, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a ninth supplemental indenture, dated as of September 30, 2006, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a tenth supplemental indenture, dated as of June 22, 2007, among the Company, the Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by an eleventh supplemental indenture, dated as of June 22, 2007, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a twelfth supplemental indenture, dated as of June 25, 2007, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a thirteenth supplemental indenture, dated as of November 17, 2009, among the Company, the Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a fourteenth supplemental indenture, dated as of March 24, 2011, among the Company, the Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a fifteenth supplemental indenture, dated as of November 30, 2011, among the Company, the Additional Subsidiary Guarantors (as defined therein) and the Trustee, as further supplemented by a sixteenth supplemental indenture, dated as of March 17, 2014, between the Company and the Trustee, as further supplemented by a seventeenth supplemental indenture, dated as of March 10, 2015, between the Company and the Trustee, as further supplemented by an eighteenth supplemental indenture, dated as of May 26, 2016, between the Company and the Trustee, and as further supplemented by a nineteenth supplemental indenture, dated as of March 12, 2019, between the Company and the Trustee (collectively, as so supplemented, the "Indenture").

In that connection, we have reviewed originals or copies of the following documents:

(a) The Indenture (including the supplemental indentures referred to above); and

(b) The Notes in global form as executed by the Company.

The documents described in the foregoing clauses (a) and (b) of this paragraph are collectively referred to herein as the "Opinion Documents."

We have also reviewed the following:

(a) The Registration Statement.

(b) The Base Prospectus.

(c) The Preliminary Prospectus.

(d) The Pricing Term Sheet.

(e) The Final Prospectus.

(f) Originals or copies of such other corporate records of the Company, certificates of public officials and of officers of the Company and agreements and other documents as we have deemed necessary as a basis for the opinions expressed below.

In our review of the Opinion Documents and other documents, we have assumed:

(a) The genuineness of all signatures.

(b) The authenticity of the originals of the documents submitted to us.

(c) The conformity to authentic originals of any documents submitted to us as copies.

(d) As to matters of fact, the truthfulness of the representations made in the Opinion Documents and in certificates of public officials and officers of the Company.

(e) That each of the Opinion Documents is the legal, valid and binding obligation of each party thereto, other than the Company, and is enforceable against each such party, other than the Company, in accordance with its terms.

(f) That:

(i) The Company is duly organized and validly existing under the laws of the jurisdiction of its organization.

(ii) The Company has the full power to execute, deliver and perform, and the Company has duly executed and delivered (except to the extent Generally Applicable Law is applicable to such execution and delivery), the Opinion Documents.

(iii) The execution, delivery and performance by the Company of the Opinion Documents to which it is a party do not and will not:

(a) contravene its certificate or articles of incorporation, by-laws or other organizational documents; or

(b) except with respect to Generally Applicable Law, violate any law, rule or regulation applicable to it.

(g) That the execution, delivery and performance by the Company of the Opinion Documents to which it is a party do not and will not result in any conflict with or breach of any agreement or document binding on it.

(h) Except with respect to Generally Applicable Law, no authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery or performance by the Company of any Opinion Document or, if any such authorization, approval, consent, action, notice or filing is required, it has been duly obtained, taken, given or made and is in full force and effect.

We have not independently established the validity of the foregoing assumptions.

"Generally Applicable Law" means the federal law of the United States of America, and the law of the State of New York (including in each case the rules or regulations promulgated thereunder or pursuant thereto), that a New York lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Company, the Opinion Documents or the transactions governed by the Opinion Documents, and for purposes of assumption paragraphs (f) and (h) above and our opinions below, the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing definition of Generally Applicable Law, the term "Generally Applicable Law" does not include any law, rule or regulation that is applicable to the Company, the Opinion Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to the specific assets or business of any party to any of the Opinion Documents or any of its affiliates.

Based upon the foregoing and upon such other investigation as we have deemed necessary and subject to the qualifications set forth below, we are of the opinion that:

1. The Indenture is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

2. The Notes, when authenticated by the Trustee in accordance with the Indenture and delivered and paid for as provided in the Underwriting Agreement, will be the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and entitled to the benefits of the Indenture.

Our opinions expressed above are subject to the following qualifications:

(a) Our opinions are subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including without limitation all laws relating to fraudulent transfers).

(b) Our opinions are also subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(c) Our opinions are limited to Generally Applicable Law, and we do not express any opinion herein concerning any other law.

This opinion letter speaks only as of the date hereof. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact, that may occur after the date of this opinion letter and which might affect the opinions expressed herein.

We hereby consent to the filing of this opinion letter as an exhibit to your Current Report on Form 8-K, dated March 12, 2019, and incorporated by reference into the Registration Statement and to the use of our name under the heading "Legal Matters" in the prospectus constituting a part of such Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Shearman & Sterling LLP

LN/YK/NK/YK
STG

Exhibit 99.1

Quest Diagnostics Prices $500 Million of Senior Notes
March 7, 2019

SECAUCUS, N.J., March 7, 2019 -- Quest Diagnostics Incorporated (NYSE: DGX), the world's leading provider of diagnostic information services, announced today the pricing of a public offering of $500 million aggregate principal amount of its 4.200% senior notes due 2029 under the Quest Diagnostics' shelf registration statement.

Quest Diagnostics expects to receive the net offering proceeds upon closing on March 12, 2019, subject to customary closing conditions. The company intends to use the net proceeds from the offering to repay outstanding indebtedness, which includes the $300 million aggregate principal amount of its senior notes due April 2019, and indebtedness under its secured receivables credit facility, and for general corporate purposes.

This press release shall not constitute an offer to sell or a solicitation of an offer to purchase any of these securities and shall not constitute an offer, solicitation or sale in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful. This offering may be made only by means of a prospectus supplement and accompanying base prospectus, copies of which or information concerning this offering may be obtained by calling Goldman Sachs & Co. LLC, toll-free at (866) 471-2526, Mizuho Securities USA LLC, toll-free at (866) 271-7403 or Morgan Stanley & Co. LLC, toll-free at (866) 718-1649.

About Quest Diagnostics

Quest Diagnostics empowers people to take action to improve health outcomes. Derived from the world's largest database of clinical lab results, our diagnostic insights reveal new avenues to identify and treat disease, inspire healthy behaviors and improve health care management. Quest Diagnostics annually serves one in three adult Americans and half the physicians and hospitals in the United States, and our 46,000 employees understand that, in the right hands and with the right context, our diagnostic insights can inspire actions that transform lives.

The statements in this press release which are not historical facts may be forward-looking statements. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date that they are made and which reflect management's current estimates, projections, expectations or beliefs and which involve risks and uncertainties that could cause actual results and outcomes to be materially different. Risks and uncertainties that may affect the future results of the company include, but are not limited to, adverse results from pending or future government investigations, lawsuits or private actions, the competitive environment, the complexity of billing, reimbursement and revenue recognition for clinical laboratory testing, changes in government regulations, changing relationships with customers, payers, suppliers or strategic partners and other factors discussed in the company's most recently filed Annual Report on Form 10-K and in any of the company's subsequently filed Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, including those discussed in the "Business," "Risk Factors," "Cautionary Factors that May Affect Future Results" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of those reports.

Contacts:

Denny Moynihan, Quest Diagnostics (Media): 973-520-2800

Shawn Bevec, Quest Diagnostics (Investors): 973-520-2900