



Quest
Diagnostics®

The Quest Diagnostics Dividend Reinvestment Plan

This plan is sponsored by
Quest Diagnostics Incorporated and
administered by National City Bank.



**FOR INFORMATION, CONTACT THE PLAN
ADMINISTRATOR:**

**NATIONAL CITY BANK
REINVESTMENT SERVICES
P.O. BOX 94946
CLEVELAND, OHIO 44101-4946**

**FOR OVERNIGHT COURIER DELIVERY:
NATIONAL CITY BANK
REINVESTMENT SERVICES
3RD FLOOR – NORTH ANNEX
4100 W. 150TH STREET
CLEVELAND, OHIO 44135**

TOLL-FREE TELEPHONE: 1-800-622-6757

FAX: (216) 257-8367

**BUSINESS HOURS: MONDAY THROUGH FRIDAY
8 A.M. – 5 P.M. EASTERN TIME**

All correspondence concerning The Quest Diagnostics Dividend Reinvestment Plan (the “Plan”) should be mailed to the above address.

Please include your account number on all correspondence, together with a telephone number where you can be reached during business hours.

Quest Diagnostics is pleased to offer a convenient plan for reinvesting all cash dividends paid on Quest Diagnostics Incorporated common stock.

Key Features of the Plan...

- You place your dividend reinvestment order and any sales orders with National City Bank — not with a stockbroker.
- Transaction costs are usually less than if you trade through a typical full-service or discount broker.
- Your ownership is registered on the books of Quest Diagnostics, meaning you will receive communications more promptly than if held in “street” name by a stockbroker or other institution.
- All shares are held for you in safekeeping by National City Bank to prevent costly and inconvenient replacement of any lost stock certificates. However, you may request that certificates be issued whenever you wish.
- You may send your existing certificates of Quest Diagnostics common stock to National City Bank and/or instruct your broker or other custodian to send any shares you hold in street name to National City Bank for safekeeping and automatic dividend reinvestment.
- An easy to understand statement detailing your transactions and accumulated share balance will be sent to you promptly following each transaction.

This brochure contains terms and conditions by which National City Bank administers the Plan. Instructions for enrollment are also enclosed.

Please be aware that the Plan does not offer the same flexibility for sales and dividend payments as ownership outside of the Plan. Please do not send any cash to National City Bank to invest in Quest Diagnostics common stock, since the Plan does not allow optional cash investments. Please read all of the information carefully before enrolling in this plan and retain this brochure for future reference.

**NATIONAL CITY BANK
PLAN ADMINISTRATOR**

How to Get Started

You can open a Plan account only if you are a registered shareholder.

To enroll in the Plan, complete, sign and send the enrollment form located on page 7 of this document to National City Bank.

Confirmation of Transactions

National City will promptly mail statements detailing any reinvestment or sale transactions for the current year and the most recent account balance.

Important: Retain your most recently received statement and the final statement received in each calendar year for your tax records.

How Shares are Held for You

Shares purchased through this Plan are issued in “book-entry” form, meaning that stock certificates are not issued. Instead, your account statements will be your record of ownership and transactions. This form of ownership prevents loss of valuable stock certificates, which can be replaced, but at the expense and inconvenience to the shareholder.

Dividend Reinvestment

Under the Plan, cash dividends paid on shares of Quest Diagnostics common stock will be used to purchase additional shares of Quest Diagnostics common stock in open market transactions on the dividend payment date. Brokerage commissions are deducted from dividend cash available prior to reinvestment.

How and When Sales are Made

You can direct the sale of shares from your account by fax or mail. Sales are made at least once a week. Brokerage commissions and service charges are deducted from the sale proceeds and the net amount will be mailed to you by check, approximately one week following the sale.

The tear-off portion of your statement should be used for placing your sale order or you may fax your order to National City at (216) 257-8367. Be sure to include your Plan account number, your name, the name of Quest Diagnostics and the number of shares you wish to sell, and be sure to sign the instruction form. Please call 1-800-622-6757 to confirm receipt of the fax. Selling shares does not automatically terminate your enrollment.

The timing of sales is at National City’s discretion. National City shall have no responsibility as to the market value or the price at which shares are sold.

Deposit of Stock Certificates to Your Plan Account

You may send your existing Quest Diagnostics stock certificates to National City Bank for safekeeping in your Plan account. Insured, registered mail, with return receipt requested is recommended.

Withdrawal of Shares from Your Plan Account

Upon receipt of your written instructions, we will issue a stock certificate for all or part of the full shares held in your Plan account or transfer your shares to a brokerage account that you

designate. Withdrawal of shares from the Plan does not automatically terminate your enrollment. Certificates for fractional shares will not be issued under any circumstances, nor will fractional shares be transferred into another brokerage account.

To Terminate Enrollment in the Plan

You may terminate your enrollment by notifying National City in writing. When termination is requested, certificates for whole shares and a check in payment of any fractional share will be mailed to you. Alternatively, you may instruct National City to close your account by selling all full and fractional shares then held in your Plan account.

Tax Consequences

Dividends, even when reinvested, are taxable income. A Form 1099-DIV will be sent to you following each calendar year reporting any dividends paid in that year. A Form 1099-B will be sent to you reporting the proceeds of any sales made from your Plan account in that year. Information you will need to prepare your tax reports is contained in the Plan transaction statements.

It is very important that you retain the statements for your tax records.

You are advised to consult your tax advisor to determine the tax consequences that may result from your participation in the Plan and from subsequent sales or other dispositions of shares purchased under the Plan.

To Change the Name or Transfer Ownership of Shares Held in Your Plan Account

Contact National City for assistance in making changes to your account registration:

**National City Bank
Reinvestment Services
P.O. Box 94946
Cleveland, Ohio 44101-4946**

**Toll-Free Telephone Number: 1-800-622-6757
FAX Number: 216-257-8367**

Cost to You

Service charge for reinvestment (per transaction):	\$ 0.00
Brokerage commissions for reinvestment:	See below*
Service charge for sales (per transaction):	\$10.00
Brokerage commissions for sales:	See below*
Fee for withdrawal of shares:	\$ 0.00
Fee for transferring ownership of your Plan shares:	\$ 0.00

**Brokerage commissions for purchases and sales vary, depending on the number of aggregated shares traded on behalf of all Plan participants in the day's transaction, but are typically lower than those of full service and discount securities brokers.*

Dividend Reinvestment Plan Agreement

Additional Terms and Conditions

1. National City Bank will reinvest, in accordance with the Plan, all of your cash dividends on all of the shares then or subsequently registered in your name on the books of National City, as Stock Transfer Agent for Quest Diagnostics. Purchases will be made on any securities exchange where the stock is traded at then current market prices.

2. In making purchases for your account, National City may commingle your dividends with those of other participants. In the case of each purchase, the price at which National City shall be deemed to have acquired shares of common stock for the participants' accounts shall be the average price of all shares of Quest Diagnostics common stock purchased by National City from funds used for such purchase. National City may hold the shares of all participants together in its name or in the name of its nominee. National City shall have sole discretion as to (i) the price per share of Quest Diagnostics it purchases or sells on your behalf, (ii) where such purchases or sales may be made, whether on any securities exchange where the shares of Quest Diagnostics are traded, in the over-the-counter market, or in negotiated transactions, (iii) the terms of the purchase or sale, including the timing thereof and the method of delivery, and (iv) the selection of the stockbroker or other agent from, to or through, which such purchases or sales are made. National City shall have no responsibility as to the market value of the shares of Quest Diagnostics acquired for your account. Dividends will be reinvested by National City promptly on or around the dividend payment date. It is understood that government regulations may require the temporary curtailment or suspension of purchases under this Plan. It is understood that, in any event, National City shall have no liability in connection with its inability to purchase shares for reasons beyond its control. In no event will dividends be held by National City longer than thirty days after receipt of dividends. No interest is due or paid to you on funds held by National City pending investment or refund.

3. Following each purchase, National City will send to you an information statement concerning the transaction and showing the current total of shares in your Plan account.

4. No certificates will be issued to you for shares of Quest Diagnostics in the account unless you so request in writing or unless the account is terminated. You may request that a certificate be sent to you for full shares of Quest Diagnostics credited to the account without terminating the account. Requests for account termination will be processed by National City without charge to you. No certificate for any fractional share will be issued.

5. National City's brokerage commissions for each share reinvestment will be your responsibility. Additionally, you will incur brokerage commissions and service charges on shares of Quest Diagnostics sold under the Plan. National City may charge for any additional services it performs at your request which are not provided for herein.

6. It is understood that the reinvestment of dividends does not relieve you of your obligation to pay any taxes due on such dividends. National City will report annually to you and to the Internal Revenue Service the amount of dividends credited to your account during the year, any sales transactions, and any tax withheld in accordance with federal tax regulations.

7. National City will send a form of proxy to you representing the full and fractional shares of Quest Diagnostics held by you in your account on the record date for any annual or special meeting of Quest Diagnostics shareholders, as declared by its Board of Directors, for the purpose of voting on any matter which requires shareholder approval. If you do not direct National City as to how to vote the shares held in this Plan, your shares will not be voted.

8. a. You may terminate your Plan account at any time by notifying National City in writing. All dividends having a record date after receipt of such letter will be paid directly to you. In requesting termination, you may elect to receive either shares of Quest Diagnostics or cash for the full shares in the account. If cash is elected, National City will sell such shares and send the net proceeds to you as soon as practicable, less any brokerage commissions and service charges. If no election is made in the request for termination, a certificate for all full shares of Quest Diagnostics held in your account will be issued.

b. National City may terminate your account at any time at its discretion.

c. In any case, you will receive cash in lieu of any fractional interest in a share at the then current market value of shares of Quest Diagnostics.

d. If you dispose of all of your shares of Quest Diagnostics registered in your name on the books of National City, and such disposal occurs after a dividend record date so that National City thereafter receives a dividend payment, then National City at its discretion may continue to reinvest the dividends paid on the shares in your account until you otherwise notify National City in writing.

e. You may sell part of the shares of Quest Diagnostics or request partial delivery of such shares in your account without terminating the account. Brokerage commissions and service charges on shares sold under the Plan will be incurred by you.

9. a. It is understood that share dividends, share splits or proceeds of sale of stock purchase rights on shares of Quest Diagnostics common stock held for you under the Plan will be credited to your Plan account.

b. It is further understood that all dividends on shares of Quest Diagnostics common stock registered to you will be credited to your account for the purchase of additional shares of Quest Diagnostics common stock.

c. In the event that Quest Diagnostics makes available to its shareholders rights to purchase additional shares, debentures or other securities, National City shall sell such rights (if marketable) accruing to shares of Quest Diagnostics held by National City on your behalf and invest the resulting funds in shares of Quest Diagnostics on the next investment date. National City may, at its sole discretion, hold the shares of all participants together in its

name or in the name of its nominee. In the event you desire to personally exercise any rights which may accrue from time to time to shares of Quest Diagnostics held in your account, you must request distribution of certificates as provided in Paragraph 4 above, prior to the time such rights accrue.

10. You may elect to send other Quest Diagnostics certificates registered in your name to National City for safekeeping without charge to you. Since you bear the risk of loss during transit, you are advised to send certificates by registered mail, properly insured, return receipt requested. Such certificates should not be endorsed.

11. National City shall not be liable hereunder for any act or failure to act, including without limitation, any claim of liability (a) arising out of a failure to terminate your account upon your death or adjudication of incompetency prior to receipt of notice in writing of the death or incompetency; (b) with respect to the prices at which such shares are purchased or sold for your account; and (c) certificates which are sent by you to National City and are lost in transit prior to receipt. Notwithstanding the foregoing, National City shall be liable for acts of its gross negligence or willful misconduct.

12. You agree to notify National City promptly in writing of any change of address. Notices to you may be given by letter addressed to you at the last known address as reflected by the records of National City.

13. This Agreement may be amended, modified, or supplemented at any time by the mutual agreement of Quest Diagnostics and National City upon at least thirty (30) days' prior notice to you of such amendment, modification, or supplement, mailed to you at the last known address as reflected by the records of National City. National City retains the right to terminate or suspend its duty of making purchases or sales on your behalf under the Plan, in the event that Quest Diagnostics notifies National City that it believes that any purchases or sales of shares of Quest Diagnostics by National City would be in violation of any rule or regulation of the Securities Exchange Commission or of any securities exchange, including the over-the-counter market, on which the shares of Quest Diagnostics are traded or would be in violation of any other federal or state securities laws and Quest Diagnostics so notifies National City in writing. In such event, National City shall promptly notify you by notice mailed to you as set forth above of such termination or suspension.

14. This Agreement, the enrollment form signed by you (which is deemed a part of this Agreement), and the account shall all be governed by and construed in accordance with the laws of the State of Ohio and the rules and regulations of the Securities and Exchange Commission as they may be changed or amended from time to time.

Securities held in Plan accounts for Plan participants are not subject to protection under the Securities Investor Protection Act of 1970. Quest Diagnostics and National City provide no advice and make no recommendations respecting any security. Any decision to purchase or sell must be made by each individual Plan participant based on his or her own research and judgement.

Quest Diagnostics Incorporated
Dividend Reinvestment Plan Enrollment and Authorization

I wish to participate in The Quest Diagnostics Dividend Reinvestment Plan. I hereby authorize Quest Diagnostics to pay to National City Bank dividends and other distributions payable to me on shares of Quest Diagnostics common stock registered in my name or held in my Plan account and appoint National City Bank as my agent to reinvest all such dividends and distributions by purchasing shares of Quest Diagnostics common stock. I understand that my participation in the Plan and this authorization are subject to the terms and conditions of the Plan of which I have a copy. I understand that I may terminate my participation at any time.

Account Name: _____

Account Number: _____

Address: _____

Daytime Phone: _____

Signature: _____

(all owners must sign exactly as account is entitled)

Signature: _____

Date: _____

MAIL THIS FORM IN AN ENVELOPE TO:

National City Bank
Reinvestment Services
P.O. Box 94946
Cleveland, Ohio 44101-4946