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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

OMB APPROVAL

OMB Number: 3235-0145

Expires: October 31, 2002

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Under the Securities Exchange Act of 1934
(Amendment No.)*

Dynacare Inc.

(Name of Issuer)
Common Stock

(Title of Class of Securities)

26792020-5

(CUSIP Number)

Bradford T. Smith
Executive Vice President,
Chief Legal Counsel and Secretary
Laboratory Corporation of America Holdings
358 South Main Street
Burlington, North Carolina 27215
(336) 229-1127

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 8, 2002

(Date of Event which Requires filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of (S)(S) 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. []

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

Laboratory Corporation of America Holdings

13-3757370

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b) X.....

3. SEC Use Only

4. Source of Funds (See Instructions) 00

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization State of Delaware.....

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power -0-

8. Shared Voting Power 10,495,192

9. Sole Dispositive Power -0-

10. Shared Dispositive Power -0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Row (11).....

14. Type of Reporting Person (See Instructions)
CO.....

Item 1. Security and Issuer

This Schedule 13D relates to the shares of common stock (the "Common Stock") of Dynacare Inc., an Ontario corporation ("Dynacare"). The principal executive offices of Dynacare are located at 14900 Landmark Boulevard, Dallas, Texas 75254.

Item 2. Identity and Background

(a) Name, place of organization, principal business:

This Schedule 13D is filed by Laboratory Corporation of America Holdings, a corporation organized under the laws of the State of Delaware ("LabCorp"). LabCorp is the second largest independent clinical laboratory company in the United States, based on 2001 net revenues. Through a national network of laboratories, LabCorp offers more than 4,000 different clinical laboratory tests which are used by the medical profession in routine testing, patient diagnosis, and in the monitoring and treatment of disease. LabCorp has developed specialty and niche businesses based on certain types of specialized testing capabilities and client requirements, such as HIV genotyping and phenotyping, diagnostic genetics, clinical research trials and oncology testing.

(b) Address of principal business and principal office:

The address of the principal business and principal executive office of LabCorp is 358 South Main Street, Burlington, North Carolina 27215.

(c) Information provided pursuant to Instruction C:

For information with respect to the identity and background of each director and executive officer of LabCorp, see Schedule I attached hereto.

(d) No criminal convictions:

During the past five years, neither LabCorp nor, to LabCorp's knowledge, any person identified in Schedule I to this Schedule 13D, has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No civil proceedings:

During the past five years, neither LabCorp nor, to LabCorp's knowledge, any person identified in Schedule I to this Schedule 13D, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of or prohibiting or mandating activity subject to federal or state securities laws or finding any violation with respect to such laws.

(f) Citizenship:

To the best of LabCorp's knowledge, all persons identified in the attached Schedule I are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

LabCorp agreed to acquire Dynacare (the "Acquisition") pursuant to the Pre-Merger Agreement dated as of May 8, 2002 (the "Pre-Merger Agreement"), by and among LabCorp, Dynacare and a wholly-owned subsidiary of LabCorp, and subject to the conditions set forth therein. As an inducement for LabCorp to enter into the Pre-Merger Agreement and in consideration thereof, certain executive officers, directors and stockholders of Dynacare named on Schedule II (collectively, the "Stockholders") entered in a Stockholder Agreement (collectively, the "Stockholder Agreements") with LabCorp. Pursuant to the Stockholder Agreements, each Stockholder has agreed to vote the Dynacare Common Stock it owns in favor of the Acquisition and against competing proposals, and to grant LabCorp, upon request, a proxy with respect to its Dynacare Common Stock. Pursuant to the Stockholder Agreements, each Stockholder has also granted LabCorp an option to purchase its shares of Dynacare Common Stock for a purchase price per share equal to the merger consideration per share of Dynacare Common Stock. The Stockholder Agreements cover an aggregate of 10,495,192 shares of Dynacare Common Stock owned by the Stockholders. In addition, the Stockholder Agreements cover any additional shares acquired upon exercise of options held by such Stockholders. A form of the Stockholder Agreement is filed herewith as Exhibit 99.1 and incorporated herein by reference.

Item 4. Purpose of Transaction

On May 8, 2002, LabCorp, Dynacare and a wholly-owned indirect subsidiary of LabCorp entered into the Pre-Merger Agreement. Following the Acquisition, Dynacare will be amalgamated with and into the wholly-owned subsidiary of LabCorp as a result of which holders of Dynacare Common Stock will receive 0.1164 shares of LabCorp's common stock and \$11.50 in cash for each share of Dynacare Common Stock outstanding at the time of the Acquisition. The Acquisition which is expected to close in the second or third calendar quarter of 2002, is contingent on the fulfillment of certain conditions in the Pre-Merger Agreement including, but not limited to, all required regulatory approvals, and the approval of the Acquisition by the securityholders of Dynacare. The Stockholder Agreements are intended to enhance the likelihood of timely approval of the Acquisition by Dynacare's securityholders.

Item 5. Interest in Securities of the Issuer

(a)-(b)As of May 8, 2002, the shares subject to the Stockholder Agreements consisted of 10,495,192 shares of Dynacare Common Stock, representing approximately 48.2% of the total number of issued and outstanding shares of Dynacare Common Stock on May 8, 2002. The 10,495,192 total includes options to purchase 1,246,859 shares of Dynacare Common Stock that are exercisable within sixty days from the date hereof. The 10,495,192 total

excludes 105,000 shares subject to options held as of the date of the Stockholders Agreements that are not exercisable within sixty days of the date hereof. The percentage of 48.2% is calculated based on 19,326,946 shares of Dynacare Common Stock outstanding as of May 8, 2002, plus 2,343,756 shares subject to exercisable options.

By virtue of the Stockholder Agreements entered into with each person identified on Schedule II, LabCorp may be deemed to have the right to acquire voting and dispositive power over the shares subject thereto because the Stockholder Agreements grant LabCorp the right to (i) require that the Stockholder give a proxy to LabCorp upon request to vote those shares in favor of the Acquisition and (ii) acquire those shares; however, LabCorp is not entitled to any other rights as a stockholder of Dynacare with respect to the shares of Dynacare Common Stock covered by the Stockholder Agreements. LabCorp disclaims membership in any group consisting of one or more persons listed on Schedule II and disclaims beneficial ownership of any shares beneficially owned by any such persons. The filing of this Schedule 13D shall not be deemed as an admission that LabCorp is the beneficial owner of any shares owned by any persons listed on Schedule II or a member of any group consisting of such persons.

- (c) Except as described in this Schedule 13D, there have been no transactions in the shares of Dynacare Common Stock effected by LabCorp or, to the best of LabCorp's knowledge, any person identified in Schedule I of this Schedule 13D, during the last sixty days.
- (d) Not Applicable.
- (e) Not Applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except as described in this Schedule 13D and to the best of LabCorp's knowledge, there are no contracts, arrangements, understandings, or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of Dynacare.

Item 7. Material to Be Filed as Exhibits

Exhibit 99.1 Form of Stockholder Agreement between LabCorp and the other Stockholders identified in Schedule II hereto.

Exhibit 99.2 Form of Stockholder Agreement between GTCR and LabCorp.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 10, 2002

=====
Date

/s/ Bradford T. Smith

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Signature

Bradford T. Smith Executive Vice President

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Name/Title

Schedule I

Executive Officers and Directors of LabCorp*

Name: -----	Principal Occupation or Employment: -----
Thomas P. Mac Mahon	Chairman of the Board, President, and Chief Executive Officer
Wesley R. Elingburg	Executive Vice President, Chief Financial Officer, and Treasurer
Myla P. Lai-Goldman, M.D.	Executive Vice President, Chief Scientific Officer, and Medical Director
Richard L. Novak	Executive Vice President, and Chief Operating Officer
Bradford T. Smith	Executive Vice President of Public Affairs, Human Resources, Law and Compliance, and Secretary
Stevan R. Stark	Executive Vice President of Sales and Marketing
Jean-Luc Belingard	Director
Wendy E. Lane	Director
Robert E. Mittelstaedt, Jr.	Director
James B. Powell, M.D.	Director
David B. Skinner, M.D.	Director
Andrew G. Wallace, M.D.	Director

*Business address for each individual: c/o Laboratory Corporation of America Holdings, 358 South Main Street, Burlington, North Carolina 27215.

Schedule II

Name	Number of Shares of Dynacare Common Stock Beneficially Owned*	Number of Options to Purchase Dynacare Common Stock Beneficially Owned*
Golder, Thoma, Cressey, Rauner Fund V, L.P.	4,590,190	
GTCR Associates V, L.P.	8,020	
Albert Latner	366,694	207,810
EPLCO Holdings Ltd.	344,802	
857501 Ontario Limited	115,459	
SDLCO Holdings Ltd.	949,207	
MELCO Holdings Corp.	958,566	
EPLCO Realty Group Ltd.	192,164	
JILCO Holdings Ltd.	68,631	
Joshua Latner	477,132	
Arfall Holdings Sprl.	82,443	
Asteroid Holdings Sprl.	71,702	
Ditlent Holdings Sprl.	300,767	
Mooster Holdings Sprl.	303,911	
Kakao Holdings Sprl.	406,146	
Harvey Shapiro	6,250	507,572
Osama Sherif	3,125	346,715
Zbig Biskup	3,124	289,762
Michael Latner	0	207,810

* As represented to LabCorp in the Stockholder Agreements.

STOCKHOLDER AGREEMENT

STOCKHOLDER AGREEMENT, dated as of May 8, 2002 (this "Agreement"), by the undersigned stockholder (the "Stockholder") of Dynacare Inc., an Ontario corporation (the "Company"), for the benefit of Laboratory Corporation of America Holdings, a Delaware corporation ("LabCorp").

RECITALS

WHEREAS, LabCorp, 3065619 NOVA SCOTIA COMPANY, and the Company are entering into a Pre-Merger Agreement, dated as of May 8, 2002 (the "Merger Agreement"), as part of a plan of arrangement pursuant to Section 182 of the Business Corporations Act (Ontario) (the "OBCA") of the Company, LabCorp and 3065619 NOVA SCOTIA COMPANY (the "Arrangement") whereby, upon the terms and subject to the conditions set forth in the Merger Agreement, each issued and outstanding share of capital stock of the Company ("Company Capital Stock"), not owned directly or indirectly by LabCorp or the Company, will be converted into 0.1164 shares (the "Exchange Ratio") of Common Stock, par value \$.10 per share, of LabCorp ("LabCorp Common Stock") (or 0.2328 shares of LabCorp Common Stock after the planned two-for-one stock split on May 10, 2002) and cash in the amount of \$11.50 (the "Cash Consideration");

WHEREAS, the Stockholder owns of record and/or holds stock options, warrants or convertible securities to acquire (whether or not vested) or the right to acquire or exercise investment or voting power over that number and class of shares of Company Capital Stock appearing on the signature page hereof (such shares of Company Capital Stock, together with any other shares of capital stock of the Company acquired by such Stockholder or as to which the Stockholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, being collectively referred to herein as the "Subject Shares");

WHEREAS, as a condition to its willingness to enter into the Merger Agreement and the Arrangement, LabCorp has required that the Stockholder agree, and in order to induce LabCorp to enter into the Merger Agreement, the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Stockholder agrees as follows:

1. Grant of Option. The Stockholder hereby grants LabCorp an

irrevocable option (the "Option") to purchase the Subject Shares on the terms and subject to the conditions set forth below:

(a) Exercise. At any time prior to the termination of the Option granted hereunder in accordance with the terms of this Agreement, LabCorp (or a wholly owned subsidiary of LabCorp designated by LabCorp) may exercise the Option, in whole only and not in part, if, and only if, on or after the date hereof an event has occurred that would allow LabCorp to require the Company to pay LabCorp the termination fee described in Section 8.05 of the Merger Agreement (any such event, a "Trigger Event"). The Stockholder shall notify LabCorp promptly in writing of the occurrence of any Trigger Event of which it is aware; provided, however, that notice shall not be a condition to the right of LabCorp to exercise the Option.

(b) Exercise Procedure. In the event LabCorp wishes to exercise the Option, LabCorp shall deliver to the Stockholder a written notice (an "Exercise Notice"). Provided that the conditions set forth in paragraph (f) hereof to the Stockholder's obligation to sell the Subject Shares to LabCorp hereunder have been satisfied or, if legally possible, waived, LabCorp shall, upon delivery of the Exercise Notice and tender of the applicable aggregate Exercise Price (as defined below), immediately be deemed to be the holder of record of such Subject Shares purchasable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing the Subject Shares shall not theretofore have been delivered to LabCorp. If the conditions set forth in paragraph (f) hereof have not been satisfied or, if legally possible, waived, LabCorp shall not be deemed to be the holder of record unless and until the conditions in paragraph (f) have been satisfied or, if legally possible, waived. The closing of the purchase of the Subject Shares (the "Closing") shall occur at a place, on a date and at a time designated by LabCorp in the Exercise Notice delivered at least two (2) business days prior to the date of the Closing, and shall occur no later than fifteen (15) days after the Exercise Notice is delivered or, if a waiting period under the HSR Act, the Investment Canada Act, the Competition Act (Canada), or the pre-merger filing requirements of any other jurisdiction applies to the acquisition of the Subject Shares by LabCorp, fifteen (15) days after the expiration or termination of all such applicable waiting periods; provided that if that expiration or termination does not occur within thirty (30) days after the Drop Dead Date, as that term is defined under the Merger Agreement (including any modifications or extensions thereof) (the "Option Drop Dead Date"), the Closing shall not occur, and the Exercise Notice shall be deemed to be null and void.

(c) Termination of the Option. The Option shall terminate upon the earlier of: (i) the Effective Time of the Merger; and (ii) thirty (30) days following the

termination of the Merger Agreement. Notwithstanding the foregoing, if the Option cannot be exercised by reason of any applicable judgment, decree, order, law or regulation, the Option shall remain exercisable and shall not terminate until the earliest of (x) the date on which such impediment shall become final and not subject to appeal, (y) 5:00 p.m. New York City Time, on the tenth (10th) business day after such impediment shall have been removed and (z) the Option Drop Dead Date. Notwithstanding the termination of the Option, LabCorp shall be entitled to purchase the Subject Shares with respect to which LabCorp had exercised the Option prior to such termination, subject to the limitations of Section 1(b) above.

(d) Exercise Price. The purchase price per share of Subject Shares purchased pursuant to the Option (the "Exercise Price") shall be an amount in cash equal to the sum of (A) the product of (x) the Exchange Ratio multiplied by (y) the average closing price of LabCorp Common Stock for the twenty (20) trading days preceding the date the Option is exercised plus (B) the Cash Consideration per share. In the event the Option is exercised to purchase options or warrants, the Exercise Price shall be reduced by the exercise price of the options or warrants.

(e) Exercise for all. In the event LabCorp exercises the Option, LabCorp hereby covenants and agrees that it will exercise options for the shares of Company Common Stock from each other Stockholder who has entered into an Agreement on the date hereof that is substantially identical to this Agreement.

(f) Conditions to Closing. The obligation of the Stockholder to sell the Subject Shares to LabCorp hereunder and the right of LabCorp to purchase the Subject Shares hereunder are subject to the conditions that (i) all waiting periods, if any, under the HSR Act, the Investment Canada Act, and the Competition Act (Canada) and any other applicable pre-merger filing requirements of any other jurisdiction applicable to (A) the sale of the Subject Shares by Stockholder and (B) the acquisition of the Subject Shares by LabCorp hereunder and (ii) all consents, approvals, orders or authorizations of, or registrations, declarations or filings with, any federal, state or local administrative agency or commission or other federal, state or local governmental authority or instrumentality, if any, required in connection with the sale of the Subject Shares by the Stockholder, the acquisition of the Subject Shares by LabCorp and, if applicable, the acquisition of LabCorp Common Stock by Stockholders hereunder shall have been obtained or made, as the case may be; and (iii) no preliminary or permanent injunction or other order by any court of competent jurisdiction prohibiting or otherwise restraining such sale shall be in effect.

(g) Closing. At the Closing, (i) the Stockholder shall deliver to LabCorp a certificate or certificates evidencing the Subject Shares being purchased,

duly endorsed in blank, or with appropriate stock powers, duly executed in blank, in proper form for transfer and with all applicable taxes paid or provided for and (ii) LabCorp shall deliver to the Stockholder by wire transfer of immediately available funds to the account or accounts specified in writing by the Stockholder the aggregate Exercise Price for the Subject Shares.

2. Representations and Warranties of the Stockholder. The Stockholder

hereby represents and warrants to LabCorp as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability.

The Stockholder (i) is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and (ii) has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to comply with the terms hereof. The execution and delivery by the Stockholder, the consummation by the Stockholder of the transactions contemplated hereby and compliance by the Stockholder with the provisions hereof have been duly authorized by all necessary corporate, company, partnership or other action on the part of the Stockholder and no other corporate, company, partnership or other proceedings on the part of the Stockholder are necessary to authorize this Agreement, to consummate the transactions contemplated hereby or to comply with the provisions hereof. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of LabCorp, is enforceable against the Stockholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law). The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions hereof do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien in or upon any of the properties or assets of the Stockholder under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, any provision of (i) any certificate of incorporation or by-laws, partnership agreement or limited liability company agreement (or similar organizational documents) of the Stockholder, (ii) any material contract to which the Stockholder is a party or any of the properties or assets of the Stockholder is subject or (iii) subject to the governmental filings and other matters referred to in the following sentence, any (A) statute, law, ordinance, rule or regulation or (B) judgment, order or decree,

in each case, applicable to the Stockholder or its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, breaches, defaults, rights, losses, liens or entitlements that individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of the Stockholder to perform its obligations under this Agreement or prevent or materially impede or delay the consummation of any of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to the Stockholder in connection with the execution and delivery of this Agreement by such Stockholder, the consummation by the Stockholder of the transactions contemplated hereby or the compliance by the Stockholder with the provisions hereof, except for (1) filings under the HSR Act, the Investment Canada Act and the Competition Act (Canada) and any other applicable competition, merger control, antitrust or similar law or regulation, and (2) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of the Stockholder to perform its obligations under this Agreement or prevent or materially impede or delay the consummation of any of the transactions contemplated hereby.

(b) The Subject Shares. (i) The Stockholder is the record and beneficial owner of, and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A hereto, free and clear of any Liens

except as set forth on Schedule A. As of the date hereof, other than as set

forth on Schedule A hereto, the Stockholder does not own (of record or

beneficially) any shares of capital stock of the Company, and the Stockholder does not own (of record or beneficially) any options, warrants, rights or other similar instruments to acquire any capital stock or other voting securities of the Company. Except as set forth on Schedule A, the Stockholder has the sole

right to Transfer (as defined in Section 4(c)) and direct the voting of the Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Shares, except as set forth in Sections 1 and 4 of this Agreement.

(ii) In the event LabCorp exercises the Option, upon delivery of the Subject Shares covered thereby and payment of the aggregate Exercise Price therefor as contemplated in Section 1, LabCorp will receive good and valid title to the Subject Shares free and clear of any Liens or adverse claims.

3. Representations and Warranties of LabCorp. LabCorp hereby

represents and warrants to the Stockholder as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability.

LabCorp (i) is duly incorporated, validly existing and in good standing under the laws of the State of Delaware and (ii) has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to comply with the terms hereof. The execution and delivery of this Agreement by LabCorp, the consummation by LabCorp of the transactions contemplated hereby and compliance by LabCorp with the provisions hereof have been duly authorized by all necessary corporate action on the part of LabCorp and no other corporate proceedings on the part of LabCorp are necessary to authorize this Agreement, to consummate the transactions contemplated hereby or to comply with the provisions hereof. This Agreement has been duly executed and delivered by LabCorp and, assuming due execution by the Stockholder, constitutes a valid and binding obligation of LabCorp enforceable against LabCorp in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law). The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions hereof do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien in or upon any of the properties or assets of LabCorp under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, any provision of (i) the Amended and Restated Certificate of Incorporation or Amended and Restated By-laws of LabCorp, (ii) any contract to which LabCorp is a party or any of its properties or assets is subject or (iii) subject to the governmental filings and other matters referred to in the following sentence, any (A) statute, law, ordinance, rule or regulation or (B) judgment, order or decree, in each case, applicable to LabCorp or its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, breaches, defaults, rights, losses, Liens or entitlements that individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of LabCorp to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to LabCorp in connection with the execution and delivery of this Agreement by LabCorp, the consummation by LabCorp of the transactions contemplated hereby or compliance by LabCorp with the provisions hereof, except for (1) filings under the HSR Act, the Investment Canada Act and the Competition Act (Canada) and any other applicable

competition, merger control, antitrust or similar law or regulation, (2) filings with the SEC of such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and (3) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of LabCorp to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

(b) Investment Representations of LabCorp. LabCorp represents, warrants, and covenants to the Stockholder as follows (except as contemplated by this Agreement and the Merger Agreement and the transactions contemplated thereby):

(i) LabCorp does not now have, and as of the Closing will not have, any present plan or intention to effect a distribution of the Subject Shares within the meaning of the Securities Act;

(ii) LabCorp understands that any sale of the Subject Shares hereunder is intended to be exempt from registration, and that no registration statement relating to the sale of the Subject Shares in connection with this Agreement has been or will be filed with the SEC or any state securities commission;

(iii) LabCorp intends to acquire the Subject Shares solely for its own account, for investment purposes only and not with a view to the resale or distribution thereof in violation of the Securities Act;

(iv) LabCorp agrees not to sell, transfer, exchange, pledge or otherwise dispose of, or make any offer or agreement relating to the Subject Shares and/or any option, right or other interest with respect to the Subject Shares that LabCorp may acquire, unless counsel representing LabCorp, which counsel is reasonably satisfactory to the Company and the Company's legal counsel, shall have advised the Company in a written opinion letter satisfactory to the Company and the Company's legal counsel, and upon which the Company and the Company's legal counsel may rely, that no registration under the Securities Act would be required in connection with the proposed sale, transfer, exchange, pledge or other disposition;

(v) LabCorp is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act and as defined in Rule 45-501 of the Securities Act (Ontario), has the capacity to protect its interests in connection with

this Agreement, and has such knowledge and experience in financial, tax and business matters to be capable of evaluating the merits and risks of an investment in the Subject Shares and in protecting its interests in connection with the investment in the Subject Shares;

(vi) LabCorp acknowledges that (A) it has conducted its own investigation and review of the business and affairs of the Company, (B) it has not relied on any representations or warranties of the Stockholder concerning the business and affairs of the Company or an investment in the Subject Shares, (C) it has had the opportunity to ask questions of and receive information and answers from the Company concerning the Subject Shares and other matters pertaining to an investment in the Subject Shares, and (D) it has been given the opportunity to verify the information provided to it in order for LabCorp to evaluate the merits and risks of an investment in the Subject Shares, and all such questions have been answered and all such information has been provided to the full satisfaction of LabCorp;

(vii) LabCorp further acknowledges, represents, agrees and is aware that the representations, warranties, agreements, undertakings and acknowledgments made by LabCorp in this Agreement are made with the intent that they be relied upon by such Stockholder and the Company in determining the suitability of LabCorp as an investor in the Subject Shares; and

(viii) LabCorp undertakes to notify the Stockholder immediately of any change in any representation, warranty or other information relating to LabCorp set forth herein.

4. Covenants of Stockholder. Until the termination of this Agreement

in accordance with Section 5, Stockholder agrees as follows:

(a) At the Company Meeting (or at any adjournment thereof) or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement Resolution and the Transaction is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares in favor of the Arrangement Resolution and the Transaction;

(b) The Stockholder covenants and agrees in favor of LabCorp, that if LabCorp so requests (i) not later than five days prior to the date of the Company Meeting, it shall deliver or cause to be delivered to the Company duly executed proxies in favor of LabCorp voting in favor of the Merger and (ii) such proxies will not be revoked, provided, however, that if a waiting period under the HSR Act, the Investment Canada Act, the Competition Act (Canada) or the pre-merger filing requirements of any other jurisdiction applies to the grant of the

proxies so requested, the Stockholder shall not deliver or grant such proxies until any applicable waiting periods shall have expired or terminated.

(c) The Stockholder covenants that it will not exercise any rights of dissent provided under Section 185 of the OBCA or any order relating to the Arrangement or otherwise in connection with the Arrangement;

(d) At any meeting of the Company Securityholders or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares against (i) any Acquisition Proposal or transaction or occurrence that if proposed and offered to the Company or its stockholders (or any of them) would constitute an Acquisition Proposal (collectively, "Alternative Transactions"), and (ii) any amendment of the Company's Articles of Incorporation or By-Laws, which amendment would in any manner impede, frustrate, prevent or nullify the Transaction, the Merger Agreement or any of the other transactions contemplated by the Merger Agreement or change in any manner the voting rights of any class of capital stock of the Company;

(e) Other than pursuant to this Agreement, the Stockholder agrees not to (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Shares to any person or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Shares, and agrees not to commit or agree to take any of the foregoing actions, provided, however, that the Stockholder may transfer Subject Shares to one or more parties affiliated with the Stockholder provided that (i) prior to such transfer the Stockholder causes the transferee to execute and deliver to LabCorp a Stockholder Agreement substantially identical to this Agreement and providing for an identical grant of an Option and other substantive provisions provided herein, and being reasonably satisfactory to LabCorp and (ii) the transfer to the transferee and the issuance of the LabCorp Common Stock to such transferee can be effected without the consent or approval of any third party;

(f) The Stockholder shall not, nor shall the Stockholder permit any affiliate, director, officer, employee, investment banker, attorney or other advisor or representative of the Stockholder to, (i) directly or indirectly solicit, initiate or knowingly encourage the submission of, any Acquisition Proposal or (ii) directly or indirectly participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal;

(g) The Stockholder shall promptly notify LabCorp in writing of any contact, inquiry, submission, proposal or offer of which Stockholder becomes aware for an Acquisition Proposal and of any request in connection with such a proposal for non-public information relating to the Company or any of its material Subsidiaries any of the relevant details relating to such a proposal (including the identity of the prospective party and the proposed terms and conditions) known at such time; and

(h) The Stockholder shall use the Stockholder's best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with LabCorp in doing, all things necessary, proper or advisable to support and to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by the Merger Agreement.

5. Termination. This Agreement shall terminate at the time when the

Option would otherwise expire under Section 1(c) or the final proviso of Section 1(b). In the event of the termination of this Agreement pursuant to this Section 5, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth in this Section 5 all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

6. Further Assurances. The Stockholder will, from time to time,

execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as LabCorp may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

7. Successors, Assigns and Transferees Bound. (a) The Stockholder

agrees that this Agreement and the obligations hereunder shall attach to the Subject Shares and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Shares shall pass, whether by operation of law or otherwise, including the Stockholder's heirs, guardians, administrators or successors, and the Stockholder further agrees to take all actions necessary to effectuate the foregoing. The Stockholder agrees that each certificate representing the Subject Shares shall be inscribed with the legend required by Section 7(b). In the event of any stock split, stock dividend, reclassification, merger, reorganization, recapitalization or other change in the capital structure of the Company affecting the capital stock of the Company, the number of Subject Shares shall be adjusted appropriately. In the event of any change in the Company Common Stock or

LabCorp Common Stock by reason of stock dividends, stock splits, mergers (other than the Merger), recapitalizations, combinations, exchange of shares or the like, the type and number of shares or securities subject to the Option, and the purchase price per share provided in Section 1(d) hereof, shall be adjusted appropriately, and proper provision shall be made in the agreements governing such transaction so that LabCorp shall receive, upon exercise of the Option, the number and class of shares or other securities or property that LabCorp would have received in respect of the Company Common Stock if the Option had been exercised immediately prior to such event or the record date therefor, as applicable. In addition, in the event of any other acquisition of additional shares of capital stock of the Company or other voting securities of the Company by the Stockholder (including through the exercise of any warrants, stock options or similar instruments), the number of Subject Shares listed on Schedule -----

A hereto shall be increased appropriately. This Agreement and the

representations, warranties, covenants, agreements and obligations hereunder shall attach to any additional shares of capital stock of the Company or other voting securities of the Company issued to or acquired by the Stockholder directly or indirectly (including through the exercise of any warrants, stock options or similar instruments).

(b) The Stockholder shall cause the certificated Subject Shares to have a legend placed conspicuously on such certificate to the following effect:

"The shares of common stock evidenced by this certificate are subject to a Stockholder Agreement dated May 8, 2002, entered into by the record owner of such shares and LabCorp Corporation."

The Stockholder shall cause a counterpart of this Agreement to be deposited with the Company at its principal place of business or registered office where it shall be subject to the same right of examination by a stockholder of the Company, in person or by agent or attorney, as are the books and records of the Company.

8. Remedies. The Stockholder acknowledges that money damages would be -----

both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause LabCorp irreparable harm. Accordingly, the Stockholder agrees that in the event of any breach or threatened breach of this Agreement, LabCorp, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

9. Severability. The invalidity or unenforceability of any provision -----

of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the

validity or enforceability of any provision of this Agreement in any other jurisdiction.

10. Amendment. This Agreement may be amended only by means of a

written instrument executed and delivered by both the Stockholder and LabCorp.

11. Governing Law. This Agreement shall be governed by and construed

in accordance with the laws of the Province of Ontario, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent mandatorily governed by the law of another jurisdiction. Each of the parties hereto (i) irrevocably consents to the exclusive jurisdiction and venue of the Ontario Superior Court of Justice (Commercial List), in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein and (ii) waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue.

12. Capitalized Terms. Capitalized terms used in this Agreement that

are not defined herein shall have such meanings as set forth in the Merger Agreement.

13. Counterparts. For the convenience of the parties, this Agreement

may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. No Limitation on Actions of the Stockholder as Director. In the

event the Stockholder or any officer, director, partner or manager of the Stockholder or any affiliate thereof is a director of the Company, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended or shall be construed to require any such person to take or in any way limit any action that such person may take in his or her capacity as a director of the Company.

IN WITNESS WHEREOF, Stockholder has caused this Agreement to be executed as of the date first above written.

(print or type name)

By:

Accepted and Agreed to as of the date set forth above:

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: -----
Name:
Title:

SCHEDULE A

Number of Subject Shares
Owned of Record or Pursuant
to Vested or Unvested Options,
Warrants or Convertible Securities

Name and Address of Stockholder

shares

stock options or warrants

convertible securities

STOCKHOLDER AGREEMENT

STOCKHOLDER AGREEMENT, dated as of May 8, 2002 (this "Agreement"), by the undersigned stockholder (the "Stockholder") of Dynacare Inc., an Ontario corporation (the "Company"), for the benefit of Laboratory Corporation of America Holdings, a Delaware corporation ("LabCorp").

RECITALS

WHEREAS, LabCorp, 3065619 NOVA SCOTIA COMPANY, and the Company are entering into a Pre-Merger Agreement, dated as of May 8, 2002 (the "Merger Agreement"), as part of a plan of arrangement pursuant to Section 182 of the Business Corporations Act (Ontario) (the "OBCA") of the Company, LabCorp and 3065619 NOVA SCOTIA COMPANY (the "Arrangement") whereby, upon the terms and subject to the conditions set forth in the Merger Agreement, each issued and outstanding share of capital stock of the Company ("Company Capital Stock"), not owned directly or indirectly by LabCorp or the Company, will be converted into 0.1164 shares (the "Exchange Ratio") of Common Stock, par value \$.10 per share, of LabCorp ("LabCorp Common Stock") (or 0.2328 shares of LabCorp Common Stock after the planned two-for-one stock split on May 10, 2002) and cash in the amount of \$11.50 (the "Cash Consideration");

WHEREAS, the Stockholder owns of record and/or holds stock options, warrants or convertible securities to acquire (whether or not vested) or the right to acquire or exercise investment or voting power over that number and class of shares of Company Capital Stock appearing on the signature page hereof (such shares of Company Capital Stock, together with any other shares of capital stock of the Company acquired by such Stockholder or as to which the Stockholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, being collectively referred to herein as the "Subject Shares");

WHEREAS, as a condition to its willingness to enter into the Merger Agreement and the Arrangement, LabCorp has required that the Stockholder agree, and in order to induce LabCorp to enter into the Merger Agreement, the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Stockholder agrees as follows:

1. Grant of Option. The Stockholder hereby grants LabCorp an

irrevocable option (the "Option") to purchase the Subject Shares on the terms and subject to the conditions set forth below:

(a) Exercise. At any time prior to the termination of the Option granted hereunder in accordance with the terms of this Agreement, LabCorp (or a wholly owned subsidiary of LabCorp designated by LabCorp) may exercise the Option, in whole only and not in part, if, and only if, on or after the date hereof an event has occurred that would allow LabCorp to require the Company to pay LabCorp the termination fee described in Section 8.05 of the Merger Agreement (any such event, a "Trigger Event"). The Stockholder shall notify LabCorp promptly in writing of the occurrence of any Trigger Event of which it is aware; provided, however, that notice shall not be a condition to the right of LabCorp to exercise the Option.

(b) Exercise Procedure. In the event LabCorp wishes to exercise the Option, LabCorp shall deliver to the Stockholder a written notice (an "Exercise Notice"). Provided that the conditions set forth in paragraph (f) hereof to the Stockholder's obligation to sell the Subject Shares to LabCorp hereunder have been satisfied or, if legally possible, waived, LabCorp shall, upon delivery of the Exercise Notice and tender of the applicable aggregate Exercise Price (as defined below), immediately be deemed to be the holder of record of such Subject Shares purchasable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing the Subject Shares shall not theretofore have been delivered to LabCorp. If the conditions set forth in paragraph (f) hereof have not been satisfied or, if legally possible, waived, LabCorp shall not be deemed to be the holder of record unless and until the conditions in paragraph (f) have been satisfied or, if legally possible, waived. The closing of the purchase of the Subject Shares (the "Closing") shall occur at a place, on a date and at a time designated by LabCorp in the Exercise Notice delivered at least two (2) business days prior to the date of the Closing, and shall occur no later than fifteen (15) days after the Exercise Notice is delivered or, if a waiting period under the HSR Act, the Investment Canada Act, the Competition Act (Canada), or the pre-merger filing requirements of any other jurisdiction applies to the acquisition of the Subject Shares by LabCorp, fifteen (15) days after the expiration or termination of all such applicable waiting periods; provided that if that expiration or termination does not occur within thirty (30) days after the Drop Dead Date, as that term is defined under the Merger Agreement (including any modifications or extensions thereof) (the "Option Drop Dead Date"), the Closing shall not occur, and the Exercise Notice shall be deemed to be null and void.

(c) Termination of the Option. The Option shall terminate upon the earlier of: (i) the Effective Time of the Merger; and (ii) thirty (30) days following the

termination of the Merger Agreement. Notwithstanding the foregoing, if the Option cannot be exercised by reason of any applicable judgment, decree, order, law or regulation, the Option shall remain exercisable and shall not terminate until the earliest of (x) the date on which such impediment shall become final and not subject to appeal, (y) 5:00 p.m. New York City Time, on the tenth (10th) business day after such impediment shall have been removed and (z) the Option Drop Dead Date. Notwithstanding the termination of the Option, LabCorp shall be entitled to purchase the Subject Shares with respect to which LabCorp had exercised the Option prior to such termination, subject to the limitations of Section 1(b) above.

(d) Exercise Price. The purchase price per share of Subject Shares purchased pursuant to the Option (the "Exercise Price") shall be an amount in cash equal to the sum of (A) the product of (x) the Exchange Ratio multiplied by (y) the average closing price of LabCorp Common Stock for the twenty (20) trading days preceding the date the Option is exercised plus (B) the Cash Consideration per share. In the event the Option is exercised to purchase options or warrants, the Exercise Price shall be reduced by the exercise price of the options or warrants.

(e) Exercise for all. In the event LabCorp exercises the Option, LabCorp hereby covenants and agrees that it will exercise options for the shares of Company Common Stock from each other Stockholder who has entered into an Agreement on the date hereof that is substantially identical to this Agreement.

(f) Conditions to Closing. The obligation of the Stockholder to sell the Subject Shares to LabCorp hereunder and the right of LabCorp to purchase the Subject Shares hereunder are subject to the conditions that (i) all waiting periods, if any, under the HSR Act, the Investment Canada Act, and the Competition Act (Canada) and any other applicable pre-merger filing requirements of any other jurisdiction applicable to (A) the sale of the Subject Shares by Stockholder and (B) the acquisition of the Subject Shares by LabCorp hereunder and (ii) all consents, approvals, orders or authorizations of, or registrations, declarations or filings with, any federal, state or local administrative agency or commission or other federal, state or local governmental authority or instrumentality, if any, required in connection with the sale of the Subject Shares by the Stockholder, the acquisition of the Subject Shares by LabCorp and, if applicable, the acquisition of LabCorp Common Stock by Stockholders hereunder shall have been obtained or made, as the case may be; and (iii) no preliminary or permanent injunction or other order by any court of competent jurisdiction prohibiting or otherwise restraining such sale shall be in effect.

(g) Closing. At the Closing, (i) the Stockholder shall deliver to LabCorp a certificate or certificates evidencing the Subject Shares being purchased,

duly endorsed in blank, or with appropriate stock powers, duly executed in blank, in proper form for transfer and with all applicable taxes paid or provided for and (ii) LabCorp shall deliver to the Stockholder by wire transfer of immediately available funds to the account or accounts specified in writing by the Stockholder the aggregate Exercise Price for the Subject Shares.

2. Representations and Warranties of the Stockholder. The Stockholder

hereby represents and warrants to LabCorp as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability.

The Stockholder (i) is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and (ii) has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to comply with the terms hereof. The execution and delivery by the Stockholder, the consummation by the Stockholder of the transactions contemplated hereby and compliance by the Stockholder with the provisions hereof have been duly authorized by all necessary corporate, company, partnership or other action on the part of the Stockholder and no other corporate, company, partnership or other proceedings on the part of the Stockholder are necessary to authorize this Agreement, to consummate the transactions contemplated hereby or to comply with the provisions hereof. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of LabCorp, is enforceable against the Stockholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law). The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions hereof do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien in or upon any of the properties or assets of the Stockholder under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, any provision of (i) any certificate of incorporation or by-laws, partnership agreement or limited liability company agreement (or similar organizational documents) of the Stockholder, (ii) any material contract to which the Stockholder is a party or any of the properties or assets of the Stockholder is subject or (iii) subject to the governmental filings and other matters referred to in the following sentence, any (A) statute, law, ordinance, rule or regulation or (B) judgment, order or decree,

in each case, applicable to the Stockholder or its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, breaches, defaults, rights, losses, liens or entitlements that individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of the Stockholder to perform its obligations under this Agreement or prevent or materially impede or delay the consummation of any of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to the Stockholder in connection with the execution and delivery of this Agreement by such Stockholder, the consummation by the Stockholder of the transactions contemplated hereby or the compliance by the Stockholder with the provisions hereof, except for (1) filings under the HSR Act, the Investment Canada Act and the Competition Act (Canada) and any other applicable competition, merger control, antitrust or similar law or regulation, and (2) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of the Stockholder to perform its obligations under this Agreement or prevent or materially impede or delay the consummation of any of the transactions contemplated hereby.

(b) The Subject Shares. (i) The Stockholder is the record and beneficial owner of, and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A hereto, free and clear of any Liens

except as set forth on Schedule A. As of the date hereof, other than as set

forth on Schedule A hereto, the Stockholder does not own (of record or

beneficially) any shares of capital stock of the Company, and the Stockholder does not own (of record or beneficially) any options, warrants, rights or other similar instruments to acquire any capital stock or other voting securities of the Company. Except as set forth on Schedule A, the Stockholder has the sole

right to Transfer (as defined in Section 4(c)) and direct the voting of the Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Shares, except as set forth in Sections 1 and 4 of this Agreement.

(ii) In the event LabCorp exercises the Option, upon delivery of the Subject Shares covered thereby and payment of the aggregate Exercise Price therefor as contemplated in Section 1, LabCorp will receive good and valid title to the Subject Shares free and clear of any Liens or adverse claims.

3. Representations and Warranties of LabCorp. LabCorp hereby

represents and warrants to the Stockholder as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability.

LabCorp (i) is duly incorporated, validly existing and in good standing under the laws of the State of Delaware and (ii) has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to comply with the terms hereof. The execution and delivery of this Agreement by LabCorp, the consummation by LabCorp of the transactions contemplated hereby and compliance by LabCorp with the provisions hereof have been duly authorized by all necessary corporate action on the part of LabCorp and no other corporate proceedings on the part of LabCorp are necessary to authorize this Agreement, to consummate the transactions contemplated hereby or to comply with the provisions hereof. This Agreement has been duly executed and delivered by LabCorp and, assuming due execution by the Stockholder, constitutes a valid and binding obligation of LabCorp enforceable against LabCorp in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law). The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions hereof do not and will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien in or upon any of the properties or assets of LabCorp under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, any provision of (i) the Amended and Restated Certificate of Incorporation or Amended and Restated By-laws of LabCorp, (ii) any contract to which LabCorp is a party or any of its properties or assets is subject or (iii) subject to the governmental filings and other matters referred to in the following sentence, any (A) statute, law, ordinance, rule or regulation or (B) judgment, order or decree, in each case, applicable to LabCorp or its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, breaches, defaults, rights, losses, Liens or entitlements that individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of LabCorp to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to LabCorp in connection with the execution and delivery of this Agreement by LabCorp, the consummation by LabCorp of the transactions contemplated hereby or compliance by LabCorp with the provisions hereof, except for (1) filings under the HSR Act, the Investment Canada Act and the Competition Act (Canada) and any other applicable

competition, merger control, antitrust or similar law or regulation, (2) filings with the SEC of such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and (3) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of LabCorp to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

(b) Investment Representations of LabCorp. LabCorp represents, warrants, and covenants to the Stockholder as follows (except as contemplated by this Agreement and the Merger Agreement and the transactions contemplated thereby):

(i) LabCorp does not now have, and as of the Closing will not have, any present plan or intention to effect a distribution of the Subject Shares within the meaning of the Securities Act;

(ii) LabCorp understands that any sale of the Subject Shares hereunder is intended to be exempt from registration, and that no registration statement relating to the sale of the Subject Shares in connection with this Agreement has been or will be filed with the SEC or any state securities commission;

(iii) LabCorp intends to acquire the Subject Shares solely for its own account, for investment purposes only and not with a view to the resale or distribution thereof in violation of the Securities Act;

(iv) LabCorp agrees not to sell, transfer, exchange, pledge or otherwise dispose of, or make any offer or agreement relating to the Subject Shares and/or any option, right or other interest with respect to the Subject Shares that LabCorp may acquire, unless counsel representing LabCorp, which counsel is reasonably satisfactory to the Company and the Company's legal counsel, shall have advised the Company in a written opinion letter satisfactory to the Company and the Company's legal counsel, and upon which the Company and the Company's legal counsel may rely, that no registration under the Securities Act would be required in connection with the proposed sale, transfer, exchange, pledge or other disposition;

(v) LabCorp is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act and as defined in Rule 45-501 of the Securities Act (Ontario), has the capacity to protect its interests in connection with

this Agreement, and has such knowledge and experience in financial, tax and business matters to be capable of evaluating the merits and risks of an investment in the Subject Shares and in protecting its interests in connection with the investment in the Subject Shares;

(vi) LabCorp acknowledges that (A) it has conducted its own investigation and review of the business and affairs of the Company, (B) it has not relied on any representations or warranties of the Stockholder concerning the business and affairs of the Company or an investment in the Subject Shares, (C) it has had the opportunity to ask questions of and receive information and answers from the Company concerning the Subject Shares and other matters pertaining to an investment in the Subject Shares, and (D) it has been given the opportunity to verify the information provided to it in order for LabCorp to evaluate the merits and risks of an investment in the Subject Shares, and all such questions have been answered and all such information has been provided to the full satisfaction of LabCorp;

(vii) LabCorp further acknowledges, represents, agrees and is aware that the representations, warranties, agreements, undertakings and acknowledgments made by LabCorp in this Agreement are made with the intent that they be relied upon by such Stockholder and the Company in determining the suitability of LabCorp as an investor in the Subject Shares; and

(viii) LabCorp undertakes to notify the Stockholder immediately of any change in any representation, warranty or other information relating to LabCorp set forth herein.

4. Covenants of Stockholder. Until the termination of this Agreement

in accordance with Section 5, Stockholder agrees as follows:

(a) At the Company Meeting (or at any adjournment thereof) or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement Resolution and the Transaction is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares in favor of the Arrangement Resolution and the Transaction;

(b) The Stockholder covenants and agrees in favor of LabCorp, that if LabCorp so requests (i) not later than five days prior to the date of the Company Meeting, it shall deliver or cause to be delivered to the Company duly executed proxies in favor of LabCorp voting in favor of the Merger and (ii) such proxies will not be revoked, provided, however, that if a waiting period under the HSR Act, the Investment Canada Act, the Competition Act (Canada) or the pre-merger filing requirements of any other jurisdiction applies to the grant of the

proxies so requested, the Stockholder shall not deliver or grant such proxies until any applicable waiting periods shall have expired or terminated.

(c) The Stockholder covenants that it will not exercise any rights of dissent provided under Section 185 of the OBCA or any order relating to the Arrangement or otherwise in connection with the Arrangement;

(d) At any meeting of the Company Securityholders or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares against (i) any Acquisition Proposal or transaction or occurrence that if proposed and offered to the Company or its stockholders (or any of them) would constitute an Acquisition Proposal (collectively, "Alternative Transactions"), and (ii) any amendment of the Company's Articles of Incorporation or By-Laws, which amendment would in any manner impede, frustrate, prevent or nullify the Transaction, the Merger Agreement or any of the other transactions contemplated by the Merger Agreement or change in any manner the voting rights of any class of capital stock of the Company;

(e) Other than pursuant to this Agreement and the Merger Agreement, the Stockholder agrees not to (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Shares to any person or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Shares, and agrees not to commit or agree to take any of the foregoing actions, provided, however, that (A) the

Stockholder may transfer Subject Shares to one or more parties affiliated with the Stockholder provided that (i) prior to such transfer the Stockholder causes the transferee to execute and deliver to LabCorp a Stockholder Agreement substantially identical to this Agreement and providing for an identical grant of an Option and other substantive provisions provided herein, and being reasonably satisfactory to LabCorp, and (ii) the transfer to the transferee and the issuance of the LabCorp Common Stock to such transferee can be effected without the consent or approval of any third party, and (B) in the event the Stockholder reasonably believes that the Company is or may become a "controlled foreign corporation" (within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated under the Code), then the Stockholder may Transfer a number of the Subject Shares to its general and limited partners equal to (but not in excess of) the number of Subject Shares that shall (x) cause the Company to cease to be or not become a "controlled foreign corporation" (within the meaning of Code Section 957 and the Treasury Regulations promulgated under the Code) or (y) otherwise minimizes any tax cost attributable to Code Section 951 or Code Section 1248 with

respect to the Stockholder and its direct and indirect partners, which number of Transferred Shares shall be determined in the reasonable discretion of Stockholder after consultation with its tax counsel. In the event of a Transfer in accordance with clause (B) of the proviso to the immediately preceding sentence, the Stockholder shall (i) notify LabCorp prior to making the Transfer of its intention to do so and (ii) use its reasonable best efforts to cause the transferees to execute and deliver to Lighthouse a Stockholder Agreement substantially identical to this Agreement and providing for an identical grant of an Option and other substantive provisions provided herein. For further clarification, a Transfer in accordance with clause (B) of the first sentence of this Section 4(e) shall not be subject to the requirements set forth in clause (A) of that sentence;

(f) The Stockholder shall not, nor shall the Stockholder permit any affiliate, director, officer, employee, investment banker, attorney or other advisor or representative of the Stockholder to, (i) directly or indirectly solicit, initiate or knowingly encourage the submission of, any Acquisition Proposal or (ii) directly or indirectly participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal;

(g) The Stockholder shall promptly notify LabCorp in writing of any contact, inquiry, submission, proposal or offer of which Stockholder becomes aware for an Acquisition Proposal and of any request in connection with such a proposal for non-public information relating to the Company or any of its material Subsidiaries any of the relevant details relating to such a proposal (including the identity of the prospective party and the proposed terms and conditions) known at such time; and

(h) The Stockholder shall use the Stockholder's best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with LabCorp in doing, all things necessary, proper or advisable to support and to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by the Merger Agreement.

5. Termination. This Agreement shall terminate at the time when the

Option would otherwise expire under Section 1(c) or the final proviso of Section 1(b). In the event of the termination of this Agreement pursuant to this Section 5, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth in this Section 5 all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve

any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

6. Further Assurances. The Stockholder will, from time to time,

execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as LabCorp may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

7. Successors, Assigns and Transferees Bound. (a) The Stockholder

agrees that this Agreement and the obligations hereunder shall attach the Subject Shares and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Shares shall pass, whether by operation of law or otherwise, including the Stockholder's heirs, guardians, administrators or successors, and the Stockholder further agrees to take all actions necessary to effectuate the foregoing, except as otherwise provided in Section 4(e). The Stockholder agrees that each certificate representing the Subject Shares shall be inscribed with the legend required by Section 7(b). In the event of any stock split, stock dividend, reclassification, merger, reorganization, recapitalization or other change in the capital structure of the Company affecting the capital stock of the Company, the number of Subject Shares shall be adjusted appropriately. In the event of any change in the Company Common Stock or LabCorp Common Stock by reason of stock dividends, stock splits, mergers (other than the Merger), recapitalizations, combinations, exchange of shares or the like, the type and number of shares or securities subject to the Option, and the purchase price per share provided in Section 1(d) hereof, shall be adjusted appropriately, and proper provision shall be made in the agreements governing such transaction so that LabCorp shall receive, upon exercise of the Option, the number and class of shares or other securities or property that LabCorp would have received in respect of the Company Common Stock if the Option had been exercised immediately prior to such event or the record date therefor, as applicable. In addition, in the event of any other acquisition of additional shares of capital stock of the Company or other voting securities of the Company by the Stockholder (including through the exercise of any warrants, stock options or similar instruments), the number of Subject Shares listed on Schedule

A hereto shall be increased appropriately. This Agreement and the

representations, warranties, covenants, agreements and obligations hereunder shall attach to any additional shares of capital stock of the Company or other voting securities of the Company issued to or acquired by the Stockholder directly or indirectly (including through the exercise of any warrants, stock options or similar instruments).

(b) The Stockholder shall cause the certificated Subject Shares to have a legend placed conspicuously on such certificate to the following effect:

"The shares of common stock evidenced by this certificate are subject to a Stockholder Agreement dated May 8, 2002, entered into by the record owner of such shares and LabCorp Corporation."

The Stockholder shall cause a counterpart of this Agreement to be deposited with the Company at its principal place of business or registered office where it shall be subject to the same right of examination by a stockholder of the Company, in person or by agent or attorney, as are the books and records of the Company.

8. Remedies. The Stockholder acknowledges that money damages would be

both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause LabCorp irreparable harm. Accordingly, the Stockholder agrees that in the event of any breach or threatened breach of this Agreement, LabCorp, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

9. Severability. The invalidity or unenforceability of any provision

of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

10. Amendment. This Agreement may be amended only by means of a

written instrument executed and delivered by both the Stockholder and LabCorp.

11. Governing Law. This Agreement shall be governed by and construed

in accordance with the laws of the Province of Ontario, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, except to the extent mandatorily governed by the law of another jurisdiction. Each of the parties hereto (i) irrevocably consents to the exclusive jurisdiction and venue of the Ontario Superior Court of Justice (Commercial List), in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein and (ii) waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue.

12. Capitalized Terms. Capitalized terms used in this Agreement that

are not defined herein shall have such meanings as set forth in the Merger Agreement.

13. Counterparts. For the convenience of the parties, this Agreement

may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. No Limitation on Actions of the Stockholder as Director. In the

event the Stockholder or any officer, director, partner or manager of the Stockholder or any affiliate thereof is a director of the Company, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended or shall be construed to require any such person to take or in any way limit any action that such person may take in his or her capacity as a director of the Company.

IN WITNESS WHEREOF, Stockholder has caused this Agreement to be executed as of the date first above written.

(print or type name)

By: -----

Accepted and Agreed to as of the date set forth above:

LABORATORY CORPORATION
OF AMERICA HOLDINGS

By: -----

Name:
Title:

SCHEDULE A

Name and Address of Stockholder	Number of Subject Shares Owned of Record or Pursuant to Vested or Unvested Options, Warrants or Convertible Securities
-----	-----
	shares

	stock options or warrants

	convertible securities
