

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): September 5, 2001

LABORATORY  
CORPORATION OF  
AMERICA HOLDINGS  
(Exact Name of Registrant  
as Specified in Its Charter)

Delaware  
(State or Other Jurisdiction of Incorporation)

1-11353  
(Commission File Number)

13-3757370  
(IRS Employer Identification No.)

358 South Main Street  
Burlington, NC  
(Address of Principal Executive Offices)

27215  
(Zip Code)

336-229-1127  
(Registrant's Telephone Number, Including Area Code)

Not applicable  
(Former Name or Former Address, if Changed Since Last Report)

Item 5. Other Events.

On September 4, 2001, Laboratory Corporation of America(R) Holdings (the "Company") (NYSE: LH) announced its intention, subject to market and other conditions, to raise approximately \$435 million (excluding proceeds of an overallotment option, if any) through a private offering of zero coupon convertible subordinated notes due 2021 to certain qualified institutional investors.

The Company intends to use the net proceeds of the offering to repay the term loan outstanding under its credit agreement and the related interest rate swap agreement and use the balance for working capital and general corporate purposes. The lenders under the credit agreement have consented to the offering.

Item 7. Financial Statements and Exhibits.

(c) Exhibits

- 10.1 Fifth Amendment to the Amended and Restated Credit Agreement dated as of March 14, 2001 among the Company, the banks named therein and Credit Suisse First Boston as Administrative Agent.
- 10.2 Sixth Amendment to the Amended and Restated Credit Agreement dated as of August 31, 2001 among the Company, the banks named therein and Credit Suisse First Boston as Administrative Agent.
- 99.1 Press release of the Company dated September 4, 2001.

SIGNATURES

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

LABORATORY CORPORATION OF AMERICA HOLDINGS

Dated: September 5, 2001

By: /s/ Bradford T. Smith

-----  
Name: Bradford T. Smith  
Title: Executive Vice President,  
General Counsel, Secretary  
and Compliance Officer

FIFTH AMENDMENT TO  
AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of March 14, 2001

Among

LABORATORY CORPORATION OF AMERICA HOLDINGS,  
as Borrower,

THE BANKS NAMED HEREIN,  
as Banks, and

CREDIT SUISSE FIRST BOSTON,  
as Administrative Agent

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FIFTH AMENDMENT TO AMENDED AND  
RESTATED CREDIT AGREEMENT

FIFTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 14, 2001 (this "Amendment") among LABORATORY CORPORATION OF AMERICA HOLDINGS, a Delaware corporation (the "Borrower"), the banks, financial institutions and other institutional lenders (the "Banks") listed on the signature pages hereof, and CREDIT SUISSE FIRST BOSTON, as administrative agent (the "Administrative Agent") for the Lenders hereunder.

PRELIMINARY STATEMENTS

The parties hereto (i) have entered into an Amended and Restated Credit Agreement dated as of March 31, 1997, as amended as of September 30, 1997, February 25, 1998, May 7, 1999 and June 7, 2000 (the "Credit Agreement") providing for, among other things, the Lenders to lend to the Borrower up to \$1,143,750,000 on the terms and subject to the conditions set forth therein and (ii) desire to amend the Credit Agreement in the manner set forth herein. Each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

AMENDMENTS

SECTION 1.01 Amendment to Mandatory Prepayment Provision. Section 2.05(b)(ii) of the Credit Agreement is hereby amended by renumbering such subsection as Section 2.05(b)(ii)(A) and inserting the following immediately thereafter:

"(B) Zero Coupon Bond Issuance. The Borrower shall, on the date of receipt of the Net Cash Proceeds from the sale and issuance by the Borrower or any of its Subsidiaries of any Debt permitted pursuant to Section 5.02(j)(xiv), apply such Net Cash Proceeds to the Term Advances, in prepayment of the installments thereof until such Term Advances are paid in full, as follows: (1) first, 50% of such prepayment to be applied to

such installments in the order of maturity and (2) second, 50% of such prepayment to be applied to such installments pro rata."

SECTION 1.02 Amendment to Acquisition Covenant. Section 5.02(h) of the Credit Agreement is hereby amended by deleting the following text in subsection 5.02(h)(iii)(A):

"75,000,000 (or, if Borrower Preferred Stock has converted to at least \$200,000,000 of Borrower Common Stock (calculated at the conversion price of \$27.50 per share of Borrower Common Stock rather than at the current market value of the Borrower Common Stock), \$200,000,000); provided that the aggregate amount used in any year under this Section 5.02(h)(iii)(A) plus the amount borrowed under this Agreement to fund redemptions of Borrower Preferred Stock permitted under Section 5.02(e)(vi) and not repaid shall not exceed \$275,000,000."

and inserting "\$400,000,000" in lieu thereof.

SECTION 1.03 Amendment to Debt Covenant. (a) Section 5.02(j) of the Credit Agreement is hereby amended by adding the following new Section 5.02(j)(xiv):

"(xiv) unsecured zero coupon convertible bonds issued in exchange for proceeds of not more than \$500,000,000 and subordinated in right of payment to the payment in full of the obligations of the Borrower under this Agreement; provided that such bonds are issued on or before September 30, 2001."

(b) Such Section 5.02(j) is also amended to make conforming changes in the punctuation by deleting "and" after the semicolon in subsection (xii), and deleting the period at the end of subsection (xiii) and inserting "; and " in lieu thereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) The execution, delivery and performance by the Borrower of this Amendment are within its corporate powers, have been duly authorized by all necessary corporate action, and do not contravene the Borrower's charter or by-laws.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Amendment.

(d) This Amendment has been duly executed and delivered by the Borrower. This Amendment is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower, in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by general principles of equity.

(e) The representations and warranties contained in Section 4.01 of the Credit Agreement are correct in all material respects on and as of the date hereof, as though made on and as of the date hereof.

(f) No event has occurred and is continuing which constitutes a Default.

### ARTICLE III

#### MISCELLANEOUS

SECTION 3.01 Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

SECTION 3.02 Execution in Counterparts. This Amendment may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 3.03 Effect on the Credit Agreement. Upon execution and delivery of this Amendment, each reference in the Credit Agreement to this "Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Credit Agreement, as amended hereby and each reference to the Credit Agreement in any Loan Document (as defined in the Credit



CREDIT SUISSE FIRST BOSTON

By: /s/ Karl M. Studer

-----  
Name: Karl M. Studer  
Title: Director

By: /s/ Roland Isler

-----  
Name: Roland Isler  
Title: Associate

[FIFTH AMENDMENT SIGNATURE PAGE]



BANK OF AMERICA , N.A.

By: /s/ Philip S. Durand

-----  
Name: Philip S. Durand  
Title: Principal

[FIFTH AMENDMENT SIGNATURE PAGE]

BANQUE NATIONALE DE PARIS

By: /s/ Arnaud Collin du Bocage

-----  
Name: Arnaud Collin du Bocage  
Title:

By:

-----  
Name:  
Title:

[FIFTH AMENDMENT SIGNATURE PAGE]

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BAYERISCHE LANDESBANK GIROZENTRALE

By: /s/ Alexander Kohnert

-----  
Name: Alexander Kohnert  
Title: First Vice President

By: /s/ Wolfgang Kottmann

-----  
Name: Wolfgang Kottmann  
Title: Vice President

[FIFTH AMENDMENT SIGNATURE PAGE]

THE CHASE MANHATTAN BANK

By: /s/ James W. Peterson

-----  
Name: James W. Peterson  
Title: Vice President

[FIFTH AMENDMENT SIGNATURE PAGE]

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CREDIT LYONNAIS NEW YORK BRANCH

By: /s/ Monique Benhamou

-----  
Name: Monique Benhamou  
Title: Vice President

[FIFTH AMENDMENT SIGNATURE PAGE]

DEUTSCHE BANK AG NEW YORK BRANCH  
and/or CAYMAN ISLANDS BRANCH

By: /s/ Jean M. Hannigan

-----  
Name: Jean M. Hannigan  
Title: Director

By: /s/ Annette Walter

-----  
Name: Annette Walter  
Title: Associate

[FIFTH AMENDMENT SIGNATURE PAGE]

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FIRST UNION NATIONAL BANK

By: /s/ Douglas T. Davis

-----  
Name: Douglas T. Davis  
Title: Senior Vice President

[FIFTH AMENDMENT SIGNATURE PAGE]

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THE FUJI BANK, LTD. (NEW YORK BRANCH)

By: /s/ Raymond Ventura

-----  
Name: Raymond Ventura  
Title: Vice President & Manager

[FIFTH AMENDMENT SIGNATURE PAGE]

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UBS AG, Stamford Branch

By: /s/ Wilfred V. Saint

-----  
Name: Wilfred V. Saint  
Title: Associate Director  
Banking Products Services US

By: /s/ Robert P. Wagner

-----  
Name: Robert P. Wagner  
Title: Director

[FIFTH AMENDMENT SIGNATURE PAGE]

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SOCIETE GENERALE

By: /s/ Eric Bellaiche

-----  
Name: Eric Bellaiche  
Title: MD

[FIFTH AMENDMENT SIGNATURE PAGE]

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THE SUMITOMO BANK, LIMITED  
(NEW YORK BRANCH)

By: /s/ Peter R. Knight

-----  
Name: Peter R. Knight  
Title: Sr. Vice President

[FIFTH AMENDMENT SIGNATURE PAGE]

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WACHOVIA BANK, N.A., formerly known  
as Wachovia Bank of Georgia, N.A.

By: /s/ Kathleen H. Reedy

-----  
Name: Kathleen H. Reedy  
Title: Senior Vice President

[FIFTH AMENDMENT SIGNATURE PAGE]

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WESTDEUTSCHE LANDESBANK

By: /s/ Richard J. Pearse

-----  
Name: Richard J. Pearse  
Title: Executive Director

By: /s/ Lars Kickstein

-----  
Name: Lars Kickstein  
Title: Manager

[FIFTH AMENDMENT SIGNATURE PAGE]

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COMMERZBANK AKTIENGESELLSCHAFT,  
Atlanta Agency

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[FIFTH AMENDMENT SIGNATURE PAGE]

BBL INTERNATIONAL (U.K.) LIMITED

By:

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Name:

Title:

By:

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Name:

Title:

[FIFTH AMENDMENT SIGNATURE PAGE]

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THE CHUO MITSUI TRUST AND BANKING  
CO., LIMITED

By: /s/ Yoshiki Kiyono

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Name: Yoshiki Kiyono  
Title: General Manager

[FIFTH AMENDMENT SIGNATURE PAGE]

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SIXTH AMENDMENT TO  
AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of August 31, 2001

Among

LABORATORY CORPORATION OF AMERICA HOLDINGS,  
as Borrower,

THE BANKS NAMED HEREIN,  
as Banks, and

CREDIT SUISSE FIRST BOSTON,  
as Administrative Agent

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SIXTH AMENDMENT TO AMENDED AND  
RESTATED CREDIT AGREEMENT

SIXTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 31, 2001 (this "Amendment") among LABORATORY CORPORATION OF AMERICA HOLDINGS, a Delaware corporation (the "Borrower"), the banks, financial institutions and other institutional lenders (the "Banks") listed on the signature pages hereof, and CREDIT SUISSE FIRST BOSTON, as administrative agent (the "Administrative Agent") for the Lenders hereunder.

PRELIMINARY STATEMENTS

The parties hereto (i) have entered into an Amended and Restated Credit Agreement dated as of March 31, 1997, as amended as of September 30, 1997, February 25, 1998, May 7, 1999, June 7, 2000 and March 14, 2001 (the "Credit Agreement") providing for, among other things, the Lenders to lend to the Borrower up to \$1,143,750,000 on the terms and subject to the conditions set forth therein and (ii) desire to amend the Credit Agreement in the manner set forth herein. Each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

AMENDMENTS

SECTION 1.01 Amendment to Covenant Prohibiting Issuance of Capital Stock. Section 5.02(e) of the Credit Agreement is hereby amended by adding the following new Section 5.02(e)(vii):

"(vii) the Borrower may issue and sell unsecured, subordinated zero coupon convertible bonds to the extent permitted by

Section 5.02(j)(xiv) hereof, and may issue any capital stock issuable on any conversion, redemption or repurchase of such bonds required to be made by Borrower in accordance with the terms of such bonds."

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) The execution, delivery and performance by the Borrower of this Amendment are within its corporate powers, have been duly authorized by all necessary corporate action, and do not contravene the Borrower's charter or by-laws.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Amendment.

(d) This Amendment has been duly executed and delivered by the Borrower. This Amendment is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower, in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by general principles of equity.

(e) The representations and warranties contained in Section 4.01 of the Credit Agreement are correct in all material respects on and as of the date hereof, as though made on and as of the date hereof.

(f) No event has occurred and is continuing which constitutes a Default.

ARTICLE III

MISCELLANEOUS

SECTION 3.01 Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

SECTION 3.02 Execution in Counterparts. This Amendment may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed

counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 3.03 Effect on the Credit Agreement. Upon execution and delivery of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Credit Agreement, as amended hereby and each reference to the Credit Agreement in any Loan Document (as defined in the Credit Agreement) shall mean and be a reference to the Credit Agreement, as amended hereby. Except as expressly modified hereby, all of the terms and conditions of the Credit Agreement shall remain unaltered and in full force and effect. This Amendment is subject to the provisions of Section 8.01 of the Credit Agreement.

Each of the undersigned has caused this Amendment to be executed by its respective officer or officers thereunto duly authorized, as of the date first written above.

BORROWER:

LABORATORY CORPORATION OF AMERICA  
HOLDINGS

By: /s/ Bradford T. Smith

-----  
Name: Bradford T. Smith  
Title: Executive Vice President

ADMINISTRATIVE  
AGENT:

CREDIT SUISSE FIRST BOSTON,  
as Administrative Agent

By: /s/ Julia P. Kingsbury

-----  
Name: Julia P. Kingsbury  
Title: Vice President

By: /s/ Karl M. Studer

-----  
Name: Karl M. Studer  
Title: Director

CREDIT SUISSE FIRST BOSTON

By: /s/ Karl Studer

-----  
Name: Karl Studer  
Title: Director

By: /s/ Thomas Haller

-----  
Name: Thomas Haller  
Title: Associate

[SIXTH AMENDMENT SIGNATURE PAGE]

WESTDEUTSCHE LANDESBANK GIROZENTRALE  
New York Branch, as Lender

By: /s/ Martin Clements

-----  
Name: Martin Clements  
Title: Director

By: /s/ Lars Kickstein

-----  
Name: Lars Kickstein  
Title: Manager

[SIXTH AMENDMENT SIGNATURE PAGE]

CREDIT LYONNAIS  
New York Branch,  
as Lender

By: /s/ Charles H. Heidsieck

-----  
Name: Charles H. Heidsieck  
Title: Senior Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]



THE CHASE MANHATTAN BANK,  
as Lender

By: /s/ Peter M. Hayes

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Name: Peter M. Hayes  
Title: Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]

FIRST UNION NATIONAL BANK,  
as Lender

By: /s/ Douglas T. Davis

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Name: Douglas T. Davis  
Title: Senior Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]

BANK OF AMERICA, N.A.,  
as Lender

By: /s/ Philip S. Durand

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Name: Philip S. Durand  
Title: Principal

[SIXTH AMENDMENT SIGNATURE PAGE]

WACHOVIA BANK, N.A.,  
as Lender

By: /s/ Brantley Echols

-----  
Name: Brantley Echols  
Title: Senior Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]

SOCIETE GENERALE,  
as Lender

By: /s/ Eric Wormser

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Name: Eric Wormser  
Title: Managing Director

[SIXTH AMENDMENT SIGNATURE PAGE]

UBS AG  
Stamford Branch,  
as Lender

By: /s/ Gregory H. Raue

-----  
Name: Gregory H. Raue  
Title: Executive Director  
Leverage Finance

By: /s/ Wilfred V. Saint

-----  
Name: Wilfred V. Saint  
Title: Associate Director  
Banking Products Services, US

[SIXTH AMENDMENT SIGNATURE PAGE]

DEUTSCHE BANK AG  
New York Branch and/or Cayman Islands  
Branch, as Lender

By: /s/ Stephanie Strohe

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Name: Stephanie Strohe  
Title: Vice President

By: /s/ Joel Makowsky

-----  
Name: Joel Makowsky  
Title: Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]

BAYERISCHE LANDESBANK GIROZENTRALE  
Cayman Islands Branch,  
as Lender

By: /s/ Hereward Drummond

-----  
Name: Hereward Drummond  
Title: Senior Vice President

By: /s/ Wolfgang Kottmann

-----  
Name: Wolfgang Kottmann  
Title: Vice President, Manager

[SIXTH AMENDMENT SIGNATURE PAGE]



BNP PARIBAS,  
as Lender

By: /s/ Jerome d'Humieres

-----  
Name: Jerome d'Humieres  
Title: Vice President

By: /s/ Nathalie Herrington

-----  
Name: Nathalie Herrington  
Title: Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]

SUMITOMO MITSUI BANKING CORPORATION,  
as Lender

By: /s/ Eric Seeley

-----  
Name: Eric Seeley  
Title: Vice President

[SIXTH AMENDMENT SIGNATURE PAGE]

FOR IMMEDIATE RELEASE

Contact: 336-436-4855  
Pamela Sherry

LABORATORY CORPORATION OF AMERICA(R)HOLDINGS ANNOUNCES  
OFFERING OF ZERO COUPON CONVERTIBLE SUBORDINATED NOTES

Burlington, NC, September 4, 2001 - Laboratory Corporation of America(R) Holdings (LabCorp(R)) (NYSE: LH) today announced its intention, subject to market and other conditions, to raise approximately \$435 million (excluding proceeds of an overallotment option, if any) through a private offering of zero coupon convertible subordinated notes due 2021 to certain qualified institutional investors.

LabCorp(R) stated that it intends to use the net proceeds of the offering to repay the term loan outstanding under its credit agreement and the related interest rate swap agreement and use the balance for working capital and general corporate purposes. The lenders under the credit agreement have consented to the offering.

The notes and common stock issuable upon conversion have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, and are being offered only to qualified institutional buyers in reliance on Rule 144A under the Securities Act. Unless so registered, the notes and common stock issued upon conversion of the notes may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws.

This news release does not constitute an offer to sell or the solicitation of an offer to buy the securities. Any offer of the securities will be made only by means of a private offering memorandum.

LabCorp(R) is one of the largest independent clinical laboratories in the U.S., with annual revenues of \$1.9 billion in 2000. Through its national network of laboratories, LabCorp(R) offers more than 4,000 different clinical tests that are used by the medical profession in the diagnosis, treatment and monitoring of disease.